

MEMORANDUM OF AGREEMENT

Norwegian Shipbrokers' Association's
Memorandum of Agreement for sale and purchase
Adopted by BIMCO in 1956. Code-name
SALEFORM 2012
Revised 1966, 1983 and 1986/87, 1993 nd

- 1 Dated: _____ Contract No.: _____
- 2 _____, with registered address at _____, hereinafter called the "Sellers", have agreed to sell, and
_____, 注册地址为 _____, 以下称之为“卖方”已经同意出售:
and _____ as the Export Agent only (hereinafter called the "Export Agent"), having the registered
address _____, shall handle the export related formality for the Vessel ;
_____, 作为出口代理方 (以下简称“出口代理”), 注册地址: _____, 为该船办理出口相关的手续
- 3 _____, with registered address at _____ (Name of buyers), hereinafter called the "Buyers", have agreed to buy:
_____, 注册地址为 _____, 以下称之为“买方”, 已经同意购买:
- 4 Name of vessel 船名: GUO HONG 17/ 国宏17
- 5 IMO Ship Identification-Number 船舶识别号: CN20102711629
- 6 Classification Society/Class 船级社: CCS (D)
- 7 Class Notation 入级符号: ★CSA Oil Tanker, Double Hull; F.P. ≤ 60°C; R1(D); Ice Class B
- 8 Year of Build 建造年份: 2011 Builder/Yard 造船厂: Zhejiang Hongsheng Shipbuilding Co., Ltd., China
浙江宏盛造船有限公司
- 9 Flag 船旗国: China 中国 Place of Registration 登记港: SHANGHAI GT/NT 总吨/净吨: 7023/3932
上海
- 10 Hereinafter called the "Vessel", on the following terms and conditions 以下简称“船舶”, 双方约定下列条款:
- 11 **Definitions 定义**
"Auction Confirmation" means the confirmation to be entered into between the Bidding Company and the Buyers which contains the bidding result and the specific bidding details.
“竞拍成交确认书”是指拍卖公司与买方之间签订的确认书, 其中包含竞拍结果和具体的竞拍细节。
"Auction Regulation" means all the details published by the Bidding Company on its website below, including but not limited to "Announcement", "Bidding Rules", "Special Provisions", "Supplement", etc.
“竞拍规则”是指拍卖公司在其网站上公布的所有细节, 包括但不限于“公告”、“竞拍规则”、“特别规定”、“补充条款”等。
"Bidding Company" means Zhejiang Shipping Exchange Co., Ltd. and Zhoushan Yi Ge Ship Auction Co., Ltd., with address at No. 555 Wengshan Road, Lincheng Street, Dinghai District, Zhoushan City, Zhejiang Province, the People's Republic of China.
“拍卖公司”是指浙江拍船网航运交易股份有限公司和舟山易舸船舶拍卖有限公司, 注册地址为浙江省舟山市定海区临城街道翁山路555号。
- 12 "Banking days" are days on which banks are open both in the country of the currency stipulated for
13 the Purchase Price in Clause 1 (Purchase Price) and in the place of closing stipulated in Clause 8
14 (Documentation) and **People's Republic of China incl Hong Kong and Macau, _____**
“银行工作日”: 是指本合同第1条(购船价)约定使用的货币所在国的银行包括中国(包括香港、澳门)和 第8条(交船文件)约定的船舶文件交割地的银行工作日。
- 15 "Buyers' Nominated Flag State" means _____ (state flag state). 买方指定船旗国:
- 16 "Class" means the class notation referred to above. “船级”: 是指上述提及的船舶入级符号。

- 17 "Classification Society" means the Society referred to above. “船级社”：是指上述提及的船级社。
- 18 "Deposit" shall have the meaning given in Clause 2 (Deposit) “定金”：是指合同第2条款中的购船定金。
- 19 "Deposit Holder" "Transaction Service Agent" means **Zhejiang Shipping Exchange Co., Ltd** . (*state name and location of Deposit Holder*) or, if left blank, the
- 20 ~~Sellers' Bank~~, which shall hold and release the Deposit in accordance with this Agreement the balance of the Purchase Price and all other sums payable upon the delivery paid by the Buyers in accordance with this Agreement and the Transaction Service Agreement.
- "Transaction Service Account" means the interest-free bank account notified by the Transaction Service Agent.**
- "Transaction Service Agreement" means the agreement which shall be signed by the Transaction Service Agent, the Sellers and the Buyers for holding and releasing the Deposit, the balance of the Purchase Price and all other sums payable upon the delivery, which shall be signed, under terms to be mutually agreed at the same time with this Agreement.**
- “交易服务代理”指的是 浙江拍船网航运交易股份有限公司，买卖双方根据本合同和交易服务协议共同持有和释放定金、剩余购船价款以及交接时买方应支付的所有其他款项的交易服务账户。
- “交易服务账户”是交易服务代理指定的无息账户。
- “交易服务协议”是买卖双方与交易服务代理达成的协议，关于持有和释放定金、剩余购船价款和交接时应支付的所有其他款项。交易服务协议应与本买卖合同同时签署
- 21 "In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a
- 22 registered letter, email or telefax.
- “书面”：是指买卖双方相互递交的信函、挂号信件、电传、传真或其他现代书面通讯方式（一般为邮件）。
- 23 "Parties" means the Sellers and the Buyers. “双方”：是指卖方与买方。
- 24 "Purchase Price" means the price for the Vessel as stated in Clause 1 (Purchase Price)
- “购船价格”：是指合同第1条款中的价格。
- 25 "Sellers' Account" means the USD account appointed by the Export Agent as the following (*state details of bank account*) at the Sellers' Bank.
- “卖方的账户”：是指如下出口代理指定的美元账户。
- Beneficiary's Name:**
- Beneficiary's Address:**
- Account No.:**
- Beneficiary's Bank:**
- Beneficiary's Bank Address:**
- Swift Code:**
- 26 "Sellers' Bank" means _____ (*state details of bank, branch and details*) or, if left blank, the bank
- 27 notified by the Sellers to the Buyers for receipt of the balance of the Purchase Price.
- “卖方的银行”：是指卖方通知买方接收船舶尾款的银行。
- 28 **1. Purchase Price**购船价格
- 29 The Purchase price is _____ (**only**) (*state currency and amount both in words and figures*) .
购船价为 _____ （大写 _____）。

30 **2. Deposit 定金**

31 **Following a successful bidding, the Buyers have sent a duly signed Auction Confirmation to the Bidding Company on the same day (the "Bidding Day") via email address or facsimile. The Buyers have signed four(4) originals Auction Confirmation with the Bidding Company within two (2) Banking Days of the Bidding Day, and sign this Agreement and Transaction Service Agreement with the Sellers within five (5) Banking Days after bidding.**

竞拍成功后，买方应在竞拍当日通过电子邮件地址或传真向拍卖公司发送一份正式签署的《竞拍成交确认书》。买方应在竞拍成交后两（2）个银行工作日内与拍卖公司签署4份《竞拍成交确认书》原件，并在竞拍后五（5）个银行工作日内与卖方签署本协议和交易服务协议。

As security for the correct fulfilment of this Agreement, the bidding deposit lodged by the Buyers into the Transaction Service Account on , 2025, in an amount of USD400,000.00 (United States Dollars Four hundred Thousand only) (the "Bidding Deposit"), shall be automatically converted into purchase deposit (the "Deposit") after signing this Agreement.

为确保本协议的正确执行，买方于2025年 月 日向交易服务账户汇付40万美元（美元肆拾万元整）竞拍保证金（“竞拍保证金”），在签署本合同后自动转为购船定金（“定金”）：

32 ~~As security for the correct fulfilment of this Agreement the Buyers shall lodge a deposit of -10% (per cent) or, if left blank, 20% (twenty per cent), of the Purchase Price (the~~

33 ~~"Deposit") in an interest free account for the Parties with the Deposit Holder within three (3)~~

34 ~~Banking Days after the date that:~~

35 (i) ~~this Agreement and the Transaction Service Agreement have has been signed by the Parties and exchanged in original or by e-mail or~~

36 ~~telefax; and买卖双方通过传真或电邮方式签署本买卖合同及交易服务协议;~~

37 (ii) ~~the Deposit Holder has confirmed in writing to the Parties that the account has been opened-~~

39 ~~The Deposit shall be released in accordance with joint written instructions of the Parties.~~

40 ~~Interest, if any, shall be credited to the Buyers. Any fee charged for holding and releasing the~~

41 ~~Deposit shall be borne equally by the Parties. The Parties shall provide to the Deposit Holder~~

42 ~~all necessary documentation to open and maintain the account without delay.~~

43 **3. Payment 付款**

44 **The balance of the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7, and all other sums payable on delivery by the Buyers to the Sellers under this Agreement shall be remitted to the Transaction Service Account by telegraphic transfer in accordance with this Agreement and the Transaction Service Agreement (or as shall be otherwise agreed between the Sellers and the Buyers), at least two (2) Banking Days prior to the expected date of delivery notified by the Sellers to the Buyers in accordance with Clause 5(b) (Time and place of delivery and notices).**

买方应按本买卖合同和交易服务协议约定（或卖方与买方另行约定），在卖方根据第5b条款（交接时间、地点和通知书）通知买方的预计交船日期前两（2）个银行工作日将剩余船款、第7条款约定的预估剩余交船油量，以及其他本协议下买方应支付给卖方的费用电汇到交易服务账户。

45 ~~t later than three (3) Banking Days after the expected date that Notice of~~

46 ~~Readiness has been given in accordance with Clause 5 (Time and place of delivery and~~

47 ~~notices):~~

48 (i) ~~the Deposit shall be released to the Sellers; and 定金释放给卖方;~~

49 (ii) ~~The balance of the Purchase Price and all other sums payable on delivery by the Buyers~~

50 ~~to the Sellers under this Agreement shall be released paid in full free of bank charges to the~~

~~Sellers' Account.~~

Unless otherwise agreed in writing by the Sellers and the Buyers, the true copy of Protocol of Delivery and Acceptance duly executed By Sellers' and Buyers' authorized representatives shall be provided by the Sellers or the Buyers and the true copy of Deletion Certificate shall be provided by the Sellers and presented to the Transaction Service Agent and then the Transaction Service Agent shall release the Deposit, the balance of the Purchase Price, together with any sum for the remaining bunkers and lubricating oils as specified in Clause 7 and all other sums payable within three (3) Banking Days free of bank charges and any fees payable to the Bidding Company to the Sellers' Account.

卖方或买方应提供由卖方和买方授权代表正式签署的交接确认书真实副本，卖方应提供注销登记证书的真实副本并将其提交给交易服务代理，交易服务代理在收到买卖双方授权代表共同签署的交接确认书及卖方提供的注销登记证书扫描件后的三（3）个银行工作日内向卖方的账户释放定金、剩余购船价款、第7条款规定的剩油款以及所有其他应付款项，无需支付银行手续费和支付给拍卖公司任何费用，买卖双方另行书面通知的情况除外。

51 **4. Inspection 验船**

52 (a) *The Buyers have inspected and accepted the Vessel's classification records. The Buyers
53 have also inspected the Vessel at/in _____ (state place) on _____ (state date) (or: The Buyers have waived the right
54 of inspection) and have
55 accepted the Vessel following this inspection and the sale is outright and definite, subject only
to the terms and conditions of this Agreement.

买方已经检验并接受船舶的船级记录（或：买方已放弃验船）并且在检验之后接受了该船，那么本次买卖关系仅根据本合同的条款和条件，彻底无条件 and 明确肯定地宣告成立。

56 ~~(b) *The Buyers shall have the right to inspect the Vessel's classification records and declare~~
57 ~~whether same are accepted or not within _____ (state date/period)~~
58 ~~The Sellers shall make the Vessel available for inspection at/in _____ (state place/range) within~~
59 ~~_____ (state date/period).~~

60 ~~The Buyers shall undertake the inspection without undue delay to the Vessel. Should the~~
61 ~~Buyers cause undue delay they shall compensate the Sellers for the losses thereby incurred.~~

62 ~~The Buyers shall inspect the Vessel without opening up and without cost to the Sellers.~~

63 ~~During the inspection, the Vessel's deck and engine log books shall be made available for~~
64 ~~examination by the Buyers.~~

65 ~~The sale shall become outright and definite, subject only to the terms and conditions of this~~
66 ~~Agreement, provided that the Sellers receive written notice of acceptance of the Vessel from~~
67 ~~the Buyers within seventy-two (72) hours after completion of such inspection or after the~~
68 ~~date/last day of the period stated in Line 59, whichever is earlier.~~

69 ~~Should the Buyers fail to undertake the inspection as scheduled and/or notice of acceptance of~~
70 ~~the Vessel's classification records and/or of the Vessel not be received by the Sellers as~~
71 ~~aforsaid, the Deposit together with interest earned, if any, shall be released immediately to the~~
72 ~~Buyers, whereafter this Agreement shall be null and void.~~

73 ~~*4 (a) and 4(b) are alternatives; delete whichever is not applicable. In the absence of deletions,~~

74 alternative 4(a) shall apply.

75 **5. Time and place of delivery and notices 交船时间、地点和通知书**

76 (a) The Vessel shall be delivered and taken over by the Buyers on basis safely afloat at a safe and accessible
berth or
77 Anchorage in _____ China (*state place/range*) in the Sellers' option.

船舶应由买方在中国 的一个安全可通行的锚地或者泊位交接（由卖方选择）。

78 Notice of Readiness shall not be tendered before: **March 15th, 2025** (~~date~~)

79 Cancelling Date (see Clauses 5(c), 6(a)(iii) and 14: **March 30th, 2025**

交船时间: **2025.3.15-2025.3.30**

80 (b) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall
81 provide the Buyers with ~~thirty (30), twenty (20) ten (10), five (5) and three (3) days' approximate and one (1) day~~
definite notice of the date the

82 Sellers intend to tender Notice of Readiness and of the intended place of delivery.

卖方应随时通知买方该船舶的动态，并且向买方递交20天、10天、5天、3天、1天的交船通知书，并通知交船时间和地点。

83 When the Vessel is at the place of delivery and physically ready for delivery in accordance with

84 this Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery **and the Buyers shall take delivery of the Vessel within three (3) Banking Days of the date of such Notice of Readiness for delivery at which time Sellers will deliver to Buyers (in the manner provided in clause 8 all Sellers' delivery documents enabling Buyers to register the Vessel in their ownership.**

当船舶抵达交付地点，并根据本合同出于实际可交付状态，卖方必须向买方书面递交船舶准备就绪通知书。买方应在该交船准备就绪通知发出之日起的三(3)个银行日内接船舶，届时卖方将按照第8条规定的方式向买方交付所有卖方交付文件，使买方能够将船舶登记为其所有。

85 (c) If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the
86 Vessel will not be ready for delivery by the Cancelling Date they may notify the Buyers in writing
87 stating the date when they anticipate that the Vessel will be ready for delivery and proposing a
88 new Cancelling Date. Upon receipt of such notification the Buyers shall have the option of
89 either cancelling this Agreement in accordance with Clause 14 (Sellers' Default) within three (3)
90 Banking Days of receipt of the notice or of accepting the new date as the new Cancelling Date.
91 If the Buyers have not declared their option within three (3) Banking Days of receipt of the
92 Sellers' notification or if the Buyers accept the new date, the date proposed in the Sellers'
93 notification shall be deemed to be the new Cancelling Date and shall be substituted for the
94 Cancelling Date stipulated in line 79.

如果卖方预计到，尽管卖方克尽职责，该船舶仍然无法在规定的解约日之前仍无法交船，卖方可以书面通知买方下一个预计日期并提出新的解约日。一旦买方收到此类通知，买方有权选择根据第14条款（卖方违约）在收到该通知后的3个银行工作日内解除合同，或者选择接受新的解约日。如果买方在收到卖方通知后3个银行工作日内没有做出选择，或者买方接受了新的日期，则卖方通知中所提出的日期应视作新的解约日，并应替代第79行中约定的解约日。

95 If this Agreement is maintained with the new Cancelling Date all other terms and conditions
96 hereof including those contained in Clauses 5 (b) and 5 (d) shall remain unaltered and in full
97 force and effect.

如果在订立新的解约日情况下，本合同依然保持存在，合同的所有其他条款包括5b)、5d)均保持不变，并具有完全

的法律效力。

98 ~~(d) Cancellation, failure to cancel or acceptance of the new Cancelling Date shall be entirely~~
99 ~~without prejudice to any claim for damages the Buyers may have under Clause 14 (Sellers'~~
100 ~~Default) for the Vessel not being ready by the original Cancelling Date.~~

~~解约，没有取消合同或者接受新的解约日，应是完全不影响买方因卖方未能在原解约日准备就绪而可能会根据第14~~
~~条款（卖方违约）所享有的任何损害赔偿的请求权。~~

101 ~~(e) Should the Vessel become an actual, constructive or compromised total loss before delivery~~
102 ~~the Deposit together with interest earned, if any, shall be released immediately to the Buyers~~
103 ~~whereafter this Agreement shall be null and void.~~

~~如果在交船前该船舶遭到实际全损、推定全损或协议全损，定金及其利息（如有）应立即归还买方，本合同随之无~~
~~效。~~

104 **6. Divers Inspection / Drydocking 水下检验 / 坞检**

105 **(a)* The Buyers shall waive the UWI (underwater inspection) before delivery. The Sellers will issue a**
confirmation letter confirming to the best of their knowledge the Vessel has not grounded or
touched her bottom since last dry docking.

船舶交接前买方放弃水下检验，卖方向买方出具未触底保函。

106 ~~(i) The Buyers shall have the option at their cost and expense to arrange for an underwater~~
107 ~~inspection by a diver approved by the Classification Society prior to the delivery of the~~
108 ~~Vessel. Such option shall be declared latest nine (9) days prior to the Vessel's intended~~
109 ~~date of readiness for delivery as notified by the Sellers pursuant to Clause 5(b) of this~~
110 ~~Agreement. The Sellers shall at their cost and expense make the Vessel available for~~
111 ~~such inspection. This inspection shall be carried out without undue delay and in the~~
112 ~~presence of a Classification Society surveyor arranged for by the Sellers and paid for by~~
113 ~~the Buyers. The Buyers' representative(s) shall have the right to be present at the diver's~~
114 ~~inspection as observer(s) only without interfering with the work or decisions of the~~
115 ~~Classification Society surveyor. The extent of the inspection and the conditions under~~
116 ~~which it is performed shall be to the satisfaction of the Classification Society. If the~~
117 ~~conditions at the place of delivery are unsuitable for such inspection, the Sellers shall at~~
118 ~~their cost and expense make the Vessel available at a suitable alternative place near to~~
119 ~~the delivery port, in which event the Cancelling Date shall be extended by the additional~~
120 ~~time required for such positioning and the subsequent re-positioning. The Sellers may~~
121 ~~not tender Notice of Readiness prior to completion of the underwater inspection.~~

122 ~~(ii) If the rudder, propeller, bottom or other underwater parts below the deepest load line are~~
123 ~~found broken, damaged or defective so as to affect the Vessel's class, then (1) unless~~
124 ~~repairs can be carried out afloat to the satisfaction of the Classification Society, the~~
125 ~~Sellers shall arrange for the Vessel to be drydocked at their expense for inspection by~~
126 ~~the Classification Society of the Vessel's underwater parts below the deepest load line,~~
127 ~~the extent of the inspection being in accordance with the Classification Society's rules (2)~~
128 ~~such defects shall be made good by the Sellers at their cost and expense to the~~

129 satisfaction of the Classification Society without condition/recommendation** and (3) the
130 Sellers shall pay for the underwater inspection and the Classification Society's
131 attendance.

132 Notwithstanding anything to the contrary in this Agreement, if the Classification Society
133 do not require the aforementioned defects to be rectified before the next class-
134 drydocking survey, the Sellers shall be entitled to deliver the Vessel with these defects
135 against a deduction from the Purchase Price of the estimated direct cost (of labour and
136 materials) of carrying out the repairs to the satisfaction of the Classification Society,
137 whereafter the Buyers shall have no further rights whatsoever in respect of the defects
138 and/or repairs. The estimated direct cost of the repairs shall be the average of quotes for
139 the repair work obtained from two reputable independent shipyards at or in the vicinity of
140 the port of delivery, one to be obtained by each of the Parties within two (2) Banking
141 Days from the date of the imposition of the condition/recommendation, unless the Parties
142 agree otherwise. Should either of the Parties fail to obtain such a quote within the
143 stipulated time then the quote duly obtained by the other Party shall be the sole basis for
144 the estimate of the direct repair costs. The Sellers may not tender Notice of Readiness
145 prior to such estimate having been established.

146 (iii) If the Vessel is to be drydocked pursuant to Clause 6(a) (ii) and no suitable dry-docking
147 facilities are available at the port of delivery, the Sellers shall take the Vessel to a port
148 where suitable drydocking facilities are available, whether within or outside the delivery
149 range as per Clause 5(a). Once the drydocking has taken place the Sellers shall deliver the
150 Vessel at a port within the delivery range as per Clause 5(a) which shall, for the purpose
151 of this Clause, become the new port of delivery. In such event the Cancelling Date shall
152 be extended by the additional time required for the drydocking and extra steaming, but
153 limited to a maximum of fourteen (14) days.

154 (b) *The Seller shall place the Vessel in drydock at the port of delivery for inspection by the
155 Classification Society of the Vessel's underwater parts below the deepest load line, the extent
156 of the inspection being in accordance with the Classification Society's rules. If the rudder,
157 propeller, bottom or other underwater parts below the deepest loadline are found broken,
158 damaged or defective so as to affect the Vessel's class, such defects shall be made good at the
159 Sellers' cost and expense to the satisfaction of the Classification Society without
160 condition/recommendation**. In such event the Sellers are also to pay for the costs and
161 expenses in connection with putting the Vessel in and taking her out of drydock, including the
162 drydock dues and the Classification Society's fees. The Sellers shall also pay for these costs
163 and expenses if parts of the tailshaft system are condemned or found defective or broken so as
164 to affect the Vessel's class. In all other cases, the Buyers shall pay the aforesaid costs and
165 expenses, dues and fees.

166 (c) If the Vessel is drydocked pursuant to Clause 6(a) (ii) or 6(b) above:

167 (i) The Classification Society may require survey of the tailshaft system, the extent of the
168 survey being to the satisfaction of the Classification Society surveyor. If such survey is
169 not required by the Classification Society, the Buyers shall have the option to require the

170 tailshaft to be drawn and surveyed by the Classification Society, the extent of the survey
171 being in accordance with the Classification Society's rules for tailshaft survey and
172 consistent with the current stage of the Vessel's survey cycle. The Buyers shall declare
173 whether they require the tailshaft to be drawn and surveyed not later than by the
174 completion of the inspection by the Classification Society. The drawing and refitting of
175 the tailshaft shall be arranged by the Sellers. Should any parts of the tailshaft system be
176 condemned or found defective so as to affect the Vessel's class, those parts shall be
177 renewed or made good at the Sellers' costs and expense to the satisfaction of the
178 Classification Society without condition/recommendation.**

179 (ii) The costs and expenses relating to the survey of the tailshaft system shall be borne by
180 The Buyers unless the Classification Society requires such survey to be carried out or if
181 parts of the system are condemned or found defective or broken so as to affect the
182 Vessel's class, in which case the Sellers shall pay these costs and expenses.

183 (iii) The Buyers' representative(s) shall have the right to be present in the drydock, as
184 observer(s) only without interfering with the work or decisions of the Classification
185 Society surveyor.

186 (iv) The Buyers shall have the right to have the underwater parts of the Vessel cleaned
187 and painted at their risk, cost and expense without interfering with the Sellers' or the
188 Classification Society surveyor's work, if any, and without affecting the Vessel's timely
189 delivery. If, however, the Buyers' work in drydock is still in progress when the
190 Sellers have completed the work which the Sellers are required to do, the additional
191 docking time needed to complete the Buyers' work shall be for the Buyer's risk, cost and
192 expense. In the event that the Buyers' work requires such additional time, the Sellers
193 may upon completion of the Sellers' work tender Notice of Readiness for delivery whilst
194 the Vessel is still in drydock and, notwithstanding Clause 5(a), the Buyers shall be
195 obliged to take delivery in accordance with Clause 3 (Payment), whether the Vessel is in
196 drydock or not.

197 *6(a) and 6(b) are alternatives; delete whichever is not applicable. In the absence of deletions,
198 alternative 6(a) shall apply.*

199 **Notes or memoranda, if any, in the surveyor's report which are accepted by the Classification-
200 Society without condition/recommendation are not to be taken into account.

201 7. Spares, bunkers and other items 备件/燃油等

202 The Sellers shall deliver the Vessel to the Buyers with everything belonging to her on board
203 and on shore. All spare parts and spare equipment including spare tail-end shaft(s) and/or
204 spare propeller(s)/propeller blade(s), if any, belonging to the Vessel at the time of inspection
205 used or unused, whether on board or not shall become the Buyers' property, but spares on
206 order are to be excluded. Forwarding charges, if any, shall be for the Buyers' account. The Sellers
207 are not required to replace spare parts including spare tail-end shaft(s) and spare
208 propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to
209 delivery, but the replaced items shall be the property of the Buyers. Unused stores and

210 provisions shall be included in the sale and be taken over by the Buyers without extra payment.
卖方需将该船舶以及一切属于该船舶的船上及岸上附属物交给买方。所有备件和备用设备，包括在尾轴和/或备用螺旋桨/螺旋桨叶，已用或未用的等，无论在船或不在船上，都将是买方的财产。但不包括订购中的备件。如有运送费用，应由买方支付。卖方不必在交船之前换新备件，包括在交船前已被用作替换品的尾轴和备用螺旋桨/螺旋桨叶，但被替换了的物件应为买方的财产。无线电装置和航海仪器，如属于卖方财产，应包括在交易内，买方不需支付额外的费用。船上未使用的物料和伙食，应包括在交易内，买方不需支付额外的费用。

211 Library and forms exclusively for use in the Sellers' vessel(s) and captain's, officers' and crew's
212 personal belongings including the slop chest are excluded from the sale without compensation,
213 as well as the following additional items: **Nil** . (include list): **Sellers shall have the right to retain original deck and engine log books and Buyers shall have to the right to make copies of same.**
卖方船舶专用的图书资料 and 文件表格与船长、高级船员和普通船员私人物品包括小卖部的免税物品，都不包括在船价之中，（取走）不用补偿给买方，同时还有下列其它除外项目：无 。卖方有权将船舶正本日志收回，买方有权复印相关日志。

214 Items on board which are on hire or owned by third parties, listed as follows, are excluded from
215 the sale without compensation: **Nil**
船上租用设备不包括在本次买卖范围内，具体清单如下：无

216 Items on board at the time of inspection which are on hire or owned by third parties, not listed
217 above, shall be replaced or procured by the Sellers prior to delivery at their cost and expense.
验船时在船的租用的或者所属第三方的物品，在船舶交接前卖方出资安排退还相关物品。

218 The Buyers shall take over remaining bunkers and unused lubricating oils and hydraulic oils and
219 greases in storage tanks and unopened drums and pay either:
220 **(a)** *the actual net price (excluding **taxes and** barging expenses) as evidenced by invoices or vouchers; or if the
invoices or vouchers of remaining fuel oils are not available from the Sellers, price of published by
Shanghai CHIMBUSCO (Shanghai Port) on the Three (3) business days prior to the date of delivery to be
applied.
买方应接收船上的剩余燃油及润滑油，并按照最后一次加油发票价格（不含税费及驳运费）结算，若卖方无法提供发票，则按照船舶交接前3个工作日的上海中燃船舶燃料有限公司官网公示的上海港最新价格（不含税）作为结算单价依据。

221 ~~**(b)** * the current net market price (excluding barging expenses) at the port and date of delivery~~
222 ~~of the Vessel or, if unavailable, at the nearest bunkering port,~~
223 ~~for the quantities taken over.~~
224 Payment under this Clause shall be made at the same time and place and in the same
225 currency as the Purchase Price.
本条款中的款项须与船价同时同地，并以同种货币支付。

226 "inspection" in this Clause 7, shall mean the Buyers' inspection according to Clause 4(a) ~~or 4(b)~~
227 (Inspection), if applicable. If the Vessel is taken over without inspection, the date of this
228 Agreement shall be the relevant date.
在本条款第7条“检验”，应是指：卖方按照4(a)或4(b)（表面检查）条款进行的检验，若有适用。若未检验即被接收，本合同签字生效的日期即为相关日期。

229 **(a) and (b) are alternatives, delete whichever is not applicable. In the absence of deletions*

230 *alternative (a) shall apply.*

(a) 和 (b)二选一，删除不适用条款。如果未作删除，则视为选择(a)适用。

231 **8. Documentation 文件**

232 The place of closing: **remote closing via video / telephone conferencing and email to be mutually agreed.**

文件交割地：双方同意通过视频、电话会议或电子邮件远程交接。

The Sellers and the Buyers shall provide each other with the documentation which is reasonably required by the other Party for the legal transfer of ownership of the Vessel and for her registration under the new Flag and ownership. Such list of documents shall be incorporated under an Addendum to this Agreement to be agreed and signed not later than Three (3) Banking Days after this Agreement has been signed by the Sellers and the Buyers.

买卖双方应为对方提交该船舶注销、重新登记所需要的相关法律文件。此类文件以1个附件的形式组成本合同的一部分，买卖双方签署完成本合同的3个工作日内确定并签署相关附件。

233 **(a)** In exchange for payment of the Purchase Price the Sellers shall provide the Buyers with the
234 Following ~~delivery documents:-~~

235 **(i)** Legal Bill(s) of Sale in a form recordable in the Buyers' Nominated Flag State,
236 transferring title of the Vessel and stating that the Vessel is free from all mortgages,
237 encumbrances and maritime liens or any other debts whatsoever, duly notarially attested
238 and legalised or apostilled, as required by the Buyers' Nominated Flag State;

239 **(ii)** Evidence that all necessary corporate, shareholder and other action has been taken by
240 the Sellers to authorise the execution, delivery and performance of this Agreement;

241 **(iii)** Power of Attorney of the Sellers appointing one or more representatives to act on behalf
242 of the Sellers in the performance of this Agreement, duly notarially attested and legalised
243 or apostilled (as appropriate);

244 **(iv)** Certificate or Transcript of registry issued by the competent authorities of the flag state
245 on the date of delivery evidencing the Sellers' ownership of the Vessel and that the
246 Vessel is free from registered encumbrances and mortgages, to be faxed or e-mailed by
247 such authority to the closing meeting with the original to be sent to the Buyers as soon as
248 possible after delivery of the Vessel;

249 **(v)** Declaration of Class or (depending on the Classification Society) a Class Maintenance
250 Certificate issued within three (3) Banking Days prior to delivery confirming that the
251 Vessel is in Class free of condition/recommendation;

252 **(vi)** Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of
253 deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that
254 the registry does not as a matter of practice issue such documentation immediately, a
255 written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith
256 and provide a certificate or other official evidence of deletion to the Buyers promptly and
257 latest within four (4) weeks after the Purchase Price has been paid and the Vessel has
258 been delivered.

- 259 (vii) A copy of the Vessel's Continuous Synopsis Record certifying the date on which the
260 Vessel ceased to be registered with the Vessel's registry, or, in the event that the registry
261 does not as a matter of practice issue such certificate immediately, a written undertaking
262 from the Sellers to provide the copy of this certificate promptly upon it being issued
263 together with evidence of submission by the Sellers of a duly executed Form 2 stating
264 the date on which the Vessel shall cease to be registered with the Vessel's registry;
- 265 (viii) Commercial Invoice for the Vessel;
- 266 (ix) Commercial invoice(s) for bunkers, lubricating and hydraulic oils and greases;
- 267 (x) A copy of the Sellers' letter to their satellite communication provider canceling the
268 Vessel's communications contract which is to be sent immediately after delivery of the
269 Vessel;
- 270 (xi) Any additional documents as may reasonably be required by the competent authorities of
271 the Buyers' Nominated Flag State for the purpose of registering the Vessel, provided the
272 Buyers notify the Sellers of any such documents as soon as possible after the date of
273 this Agreement; and
- 274 (xii) The Sellers' letter of confirmation that to the best of their knowledge, the Vessel is not
275 black listed by any nation or international organisation.
- 276 (b) At the time of delivery the Buyers shall provide the Sellers with:
- 277 (i) Evidence that all necessary corporate, shareholder and other action has been taken by
278 the Buyers to authorise the execution, delivery and performance of this Agreement; and
- 279 (ii) Power of Attorney of the Buyers appointing one or more representatives to act on behalf
280 of the Buyers in the performance of this Agreement, duly notarially attested and legalised
281 or apostilled (as appropriate).
- 282 (c) If any of the documents listed in Sub-clauses (a) and (b) above are not in the English
283 language they shall be accompanied by an English translation by an authorized translator or
284 certified by a lawyer qualified to practice in the country of the translated language.
- 285 (d) The Parties shall to the extent possible exchange copies, drafts or samples of the
286 documents listed in **such Addendum** Sub-clause (a) and Sub-clause (b) above for review and comment by
287 the other party not later than **ten (10) days** (*state number of days*), or if left blank, nine (9) days prior to
288 the Vessel's intended date of readiness for delivery as notified by the Sellers pursuant to
289 Clause 5(b) of this Agreement.
双方提前确认交接文件的草稿件（默认不迟于交船前10天）。
- 290 (e) Concurrent with the exchange of documents **listed under such Addendum** in Sub-clause (a) and
291 Sub-clause (b) above,
292 the Sellers shall also hand to the Buyers the classification certificate(s) as well as all plans,
drawings and manuals, (excluding ISM/ISPS manuals), which are on board the Vessel. Other

293 certificates which are on board the Vessel shall also be handed over to the Buyers unless the
294 Sellers are required to retain same, in which case the Buyers have the right to take copies.

合同附件中所要求的交接文件外，卖方还应将船上保管的船级证书，连同所有图纸和操作说明书（不包括船舶安全管理手册ISM/船舶保安手册ISPS）交给买方。在船上存放的其他证书也应移交给买方。若卖方自己需要保留证书原件，则买方有权复印。

295 (f) Other technical documentation which may be in the Sellers' possession shall promptly after
296 delivery be forwarded to the Buyers at their expense, if they so request. The Sellers may keep
297 the Vessel's log books but the Buyers have the right to take copies of same.

卖方的其他技术文件，应该在交船后立即转交给买方，寄送费用买方承担。卖方可以保留船舶日志，但是买方有权复印。

298 (g) The Parties shall sign and deliver to each other a **four** original Protocol of Delivery and Acceptance
299 confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.

买卖双方应在交接当天签订4份《船舶交接确认书》。

300 9. Encumbrances 债务

301 The Sellers warrant that the Vessel, at the time of delivery, is free from all charters,
302 encumbrances, mortgages and maritime liens or any other debts whatsoever, and is not subject
303 To Port State or other administrative detentions. The Sellers hereby undertake to indemnify the
304 Buyers against all consequences of claims made against the Vessel which have been incurred
305 prior to the time of delivery.

卖方保证该船舶在交船时无任何租约，债务、抵押、船舶优先权或其他无论任何形式的债务，以及没有受到港口国或其他行政机关的滞留。卖方特此承诺赔偿买方该船舶在交接之日前产生的任何索赔请求所导致的一切后果。

306 10. Taxes, fees and expenses 税费

307 Any taxes, fees and expenses in connection with the purchase and registration in the Buyers'
308 Nominated Flag State shall be for the Buyers' account, whereas similar charges in connection
309 With the closing of the Sellers' register shall be for the Sellers' account.

任何与购买以及买方船旗登记有关的税款、规费和费用均由买方承担，而与卖方注销登记有关的类似费用均由卖方承担。

310 11. Condition on delivery 交船状况

311 The Vessel with everything belonging to her shall be at the Sellers' risk and expense until she is
312 delivered to the Buyers, but subject to the terms and conditions of this Agreement she shall be
313 delivered and taken over as she was at the time of inspection, fair wear and tear excepted. **The Buyers shall be deemed to confirm and accept the ship's condition at the time of delivery if the Buyer have waived the right of inspection.**

船舶及其所有附属物在交至买方前的风险和费用应由卖方承担，直到船舶交给买方，船舶必须以验船时状态交接，正常损耗除外。如果买方放弃验船，则应视为买方确认并接受交货时的船舶状况。

314 However, the Vessel shall be delivered free of cargo and free of stowaways with her Class
315 maintained without condition/recommendation*, free of average damage affecting the Vessel's
316 class, and with her classification certificates and national certificates, as well as all other

317 certificates the Vessel had at the time of inspection, valid and unextended without
318 condition/recommendation* by the Classification Society or the relevant authorities at the time
319 of delivery.

交船时船舶无任何租约，抵押，债务、海事黑名单，没有残留货物，货舱清扫干净，没有偷渡者。船舶在交船时应保留船级并且没有船级条件/批注，也无影响船舶船级的海事损坏，船舶的船级证书、营运证书在交船时是清洁有效的。

320 "inspection" in this Clause 11, shall mean the Buyers' inspection according to Clause 4(a) or
321 4(b) (Inspection), if applicable. If the Vessel is taken over without inspection, the date of this
322 Agreement shall be the relevant date.

323 *"Notes and memoranda, if any, in the surveyor's report which are accepted by the Classification*
324 *Society without condition / recommendation are not to be taken into account.*

第11条中的“检验”是指买方按照第4a)或4b)条的规定对船舶进行的检验，或者是指买方在签订本合同前的检验。如果买方不检验船舶而接受船舶的，则适用合同签订日期。

* 如果验船师的检验报告中有注明缺陷，但船级社接受并无批注，则不属于此列。

325 12. Name/markings 船名/标识

326 Upon delivery the Buyers undertake to change the name of the Vessel and alter funnel, **bow and hull.**
327 markings. 在交船时，买方保证必须在交接后更改船舶名称和烟囱、船头和船体上的标识。

328 13. Buyers' default 买方违约

329 Should the Deposit not be lodged in accordance with Clause 2 (Deposit), the Sellers have the
330 right to cancel this Agreement, and they shall be entitled to claim compensation for their losses
331 and for all expenses incurred together with interest.

如果买方未按第2条（定金）的规定支付定金，卖方有权解除本合同，并有权要求赔偿损失和由此产生的所有费用。

332 Should the Purchase Price, **together with any sum for the remaining bunkers and lubricating oils as**
specified in Clause 7 and all other sums payable by the Buyers not be paid in accordance with Clause 3
(Payment), the Sellers

333 have the right to cancel this Agreement, in which case the Deposit together with interest
334 earned, if any, shall be released to the Sellers. If the Deposit does not cover their loss, the
335 Sellers shall be entitled to claim further compensation for their losses and for all expenses
336 incurred together with interest.

如果买方未按第3条（付款）的规定支付船价、剩余油款及其他交接杂费，卖方有权解除本合同。在此情况下，定金归卖方所有。若定金不足以补偿卖方的损失，卖方有权进一步要求赔偿损失和由此产生的所有费用。

337 14. Sellers' default 卖方违约

338 Should the Sellers fail to give Notice of Readiness in accordance with Clause 5 (b) or fail to be
339 ready to validly complete a legal transfer by the Cancelling Date the Buyers shall have the
340 option of cancelling this Agreement. If after Notice of Readiness has been given but before
341 the Buyers have taken delivery, the Vessel ceases to be physically ready for delivery and is not
342 made physically ready again by the Cancelling Date and new Notice of Readiness given, the

343 Buyers shall retain their option to cancel. In the event that the Buyers elect to cancel this
344 Agreement, the Deposit together with interest earned, if any, shall be released to them
345 immediately.

如果卖方未能在解约日前按照第5(b)条的规定递交船舶准备就绪通知书,或在解约日前未使该船舶处于可有效完成法律转移的状态,买方有权解除合同。如果在船舶准备就绪通知书递交后、买方接船前,船舶状况变得不可交接,而且在解约日之前船舶在各方面都不可能处于可交接状态,卖方可递交新的船舶准备就绪通知书,买方享有解除合同的选择权。如果买方选择解除合同,定金应立即退还买方。

346 Should the Sellers fail to give Notice of Readiness by the Cancelling Date or fail to be ready to
347 validly complete a legal transfer as aforesaid they shall make due compensation to the Buyers
348 for their loss and for all expenses together with interest if their failure is due to proven
349 negligence and whether or not the Buyers cancel this Agreement.

如果能证实是由于卖方的疏忽而导致违约,无论买方是否解除本合同,卖方没有解约日前递交准备就绪通知书,或如前所述,没有使该船舶准备就绪处于有效完成法律转让的状态,卖方应该全部赔偿买方所遭受的一切损失和一切费用。

The Export Agent is not a party to the transaction under this Agreement, and any dispute, controversy or claim related to the Sellers and the Buyers arising out of this Agreement has nothing to do with the Export Agent.

出口代理方并非本合同交易的主体,本合同项下所引起的买卖双方的相关争议、纠纷或索赔,与出口代理方无关。

350 **15. Buyers' representatives 买方代表**

351 After this Agreement has been signed by the Parties and the Deposit has been lodged the
352 Buyers have the right to place two (2) representatives on board the Vessel at their sole risk and
353 expense, **subject to the permission from port/state authorities.**

买卖双方签署合同且购船定金支付后,在港口允许的情况下买方有权指派两名代表在合适地点跟船,费用和 risk 由买方承担。

354 These representatives are on board for the purpose of familiarisation and in the capacity of
355 observers only, and they shall not interfere in any respect with the operation of the Vessel. The
356 Buyers and the Buyers' representatives shall sign the Sellers' P&I Club's standard letter of
357 indemnity prior to their embarkation.

买方代表上船只能以观察者的身份熟悉船舶情况,他们的行为不能干预船舶的营运。买方代表在上船前须签署卖方船东互保协会标准的保函。

358 **16. Law and Arbitration 法律和仲裁**

359 (a) *This Agreement shall be governed by and construed in accordance with ~~English~~ Chinese law and
360 any dispute arising out of or in connection with this Agreement shall be referred to arbitration in
361 London ~~China~~ in accordance with the Arbitration Act 1996 or any statutory modification or re-
362 enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

Any dispute arising from or in connection with this Agreement shall be submitted to China Maritime Arbitration Commission (CMAC) Zhejiang Pilot Free Trade Zone Arbitration Center for Arbitration in accordance with CMAC Arbitration Rules currently in force at the time of applying for arbitration, and the language of the arbitration shall be all in English. The arbitral award is final and binding on all the parties.

本协议应受英国法律管辖并据其解释，因本协议引起的或与本协议有关的任何争议应提交中国海事仲裁委员会（CMAC）浙江自由贸易试验区仲裁中心，根据申请仲裁时现行有效的CMAC仲裁规则进行仲裁，仲裁语言均为英语。仲裁裁决是终局的，对各方均有约束力。

Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrator, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses via using the contact details stated in Clause 17(Notices).

如果通过使用第17条（通知）中规定的联系方式将电子邮件发送到电子邮件地址，则与本条款下的任何仲裁程序有关的任何和所有通知和通信，包括开工通知和仲裁员的任命，应自电子邮件发送之日起视为有效送达。

Either Party shall be entitled to change and/or add to the e-mail address stated in Clause 17 by sending notice of change to the other Party.

任何一方均有权通过向另一方发送变更通知来更改和/或添加第17条中规定的电子邮件地址。

Nothing in this Clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this Agreement being served by other effective means.

本条款中的任何内容均不得阻止以其他有效方式送达与本协议有关的任何仲裁程序的任何通知和通信。

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

366 ~~The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall~~
367 ~~appoint its arbitrator and send notice of such appointment in writing to the other party requiring~~
368 ~~the other party to appoint its own arbitrator within fourteen (14) calendar days of that notice and~~
369 ~~stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own~~
370 ~~arbitrator and gives notice that it has done so within the fourteen (14) days specified. If the~~
371 ~~other party does not appoint its own arbitrator and give notice that it has done so within the~~
372 ~~fourteen (14) days specified, the party referring the dispute to arbitration may, without the~~
373 ~~requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator~~
374 ~~and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on~~
375 ~~both Parties as if the sole arbitrator had been appointed by agreement.~~

376 ~~In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 the~~
377 ~~arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at~~
378 ~~the time when the arbitration proceedings are commenced.~~

379 ~~(b) *This Agreement shall be governed by and construed in accordance with Title 9 of the~~
380 ~~United States Code and the substantive law (not including the choice of law rules) of the State~~
381 ~~of New York and any dispute arising out of or in connection with this Agreement shall be~~
382 ~~referred to three (3) persons at New York, one to be appointed by each of the parties hereto,~~
383 ~~and the third by the two so chosen; their decision or that of any two of them shall be final, and~~
384 ~~for the purposes of enforcing any award, judgment may be entered on an award by any court of~~
385 ~~competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the~~
386 ~~Society of Maritime Arbitrators, Inc.~~

387 In cases where neither the claim nor any counterclaim exceeds the sum of US\$100,000 the
388 arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the
389 Society of Maritime Arbitrators, Inc.

390 ~~(c) *This Agreement shall be governed by and construed in accordance with the laws of~~
391 ~~(state place) and any dispute arising out of or in connection with this Agreement shall be~~
392 ~~referred to arbitration at (state place), subject to the procedures applicable there.~~

393 ~~*16(a), 16(b) and 16(c) are alternatives; delete whichever is not applicable. In the absence of~~
394 ~~deletions, alternative 16(a) shall apply.~~

395 **17. Notices 通知**

396 All notices to be provided under this Agreement shall be in writing.

397 Contact details for recipients of notices are as follows:

398 For the Buyers:

399 For the Sellers:

本合同项下的所有书面通知人。

400 **18. Entire Agreement 完整合约**

401 The written terms of this Agreement comprise the entire agreement between the Buyers and
402 the Sellers in relation to the sale and purchase of the Vessel and supersede all previous
403 agreements whether oral or written between the Parties in relation thereto.

本协议之书面条款，包含与船舶销售和购买交易相关的买卖双方之间的完整性协议条款，并替代交易相关的各个当事方之间早先的所有协议，无论是口头形式的或是书面形式的。

404 Each of the Parties acknowledges that in entering into this Agreement it has not relied on and
405 shall have no right or remedy in respect of any statement, representation, assurance or
406 warranty (whether or not made negligently) other than as is expressly set out in this Agreement.

本合同的每一当事方确认，在签订本合同时，除本合同中明确规定的情况外，各方并未依赖于任何声明、陈述、保证或保证(无论是否疏忽作出)，也无权就该等声明、陈述、保证或保证采取任何补救措施。

407 Any terms implied into this Agreement by any applicable statute or law are hereby excluded to
408 the extent that such exclusion can be legally made. Nothing in this Clause shall limit or exclude
409 any liability for fraud.

因任何管辖适用之法规或法律而在本协议默示的任何条款，在能够合法排除适用的情况下，被特此排除在外。本条款的任何规定，不得限制或排除因欺诈承担的任何责任。

19. Sanction Clauses 制裁条款

The Buyers and the Sellers each warrant and undertake to each other that they are not (nor are they owned or controlled by) a person or entity on the US OFAC list of Specially Designated Nationals and Blocked Persons nor are they listed on the consolidated list of financial sanctions and targets in the United Kingdom or in any other ways otherwise subject to the United States of America, United Kingdom, the European Union or the United Nations sanctions. The Buyers and the Sellers each additionally warrant and undertake to each other that they are not (nor are they owned or controlled by) a person or entity constituted or organized in (nor are residents or located in) a country by virtue of which the other party might be exposed to penalties arising under the United States of America, United Kingdom, the

European Union or the United Nations sanctions regimes. The Buyers warrant and undertake to the Sellers that the Buyers are purchasing the Vessel as principals and not as agent, trustee or nominee with whom transactions are prohibited or restricted or sanctioned as aforesaid. The Sellers warrant and undertake to the Buyers that the Sellers are selling the Vessel as principals and not as agent, trustee or nominee of any person with whom transactions are prohibited or restricted or sanctioned as aforesaid. Should it become apparent that this clause has been breached by the Buyers, the Sellers shall have the right to immediately cancel this Agreement and to exercise all the remedies under Clause 13 hereof (and vice versa for a Seller's breach hereof and to exercise all the remedies under Clause 14 hereof).

买方和卖方各自向对方保证并承诺，他们不是（也不是由美国外国资产控制办公室特别指定国民和受阻人员名单上的个人或实体拥有或控制的），也没有被列入英国的金融制裁和目标综合名单，也没有以任何其他方式受到美国、英国、欧盟或联合国的制裁。买方和卖方还相互保证并承诺，他们不是（也不是由）在另一方可能受到美利坚合众国、英国、欧盟或联合国制裁制度处罚的国家组建或组织的个人或实体（也不是该国的居民或所在地）。买方向卖方保证并承诺，买方是作为主体购买船舶的，而不是作为代理人、受托人或被提名人购买船舶，因为与他们的交易如前所述被禁止、限制或制裁。卖方向买方保证并承诺，卖方是作为主体而非上述禁止、限制或制裁交易的任何人的代理人、受托人或代名人出售船舶的。如果买方明显违反了本条款，卖方有权立即取消本协议，并行使本协议第13条规定的所有补救措施（反之亦然，如果卖方违反本协议，则有权行使第14条规定的一切补救措施）。

20. Confidentiality 保密性

This Agreement shall be treated as strictly private and confidentiality, unless its existence or any of its terms is required to be disclosed by law or by the rules of any listing authority or stock exchange on which one party's share or those of any of a party's shareholder are listed or traded or reported to any regulator or regulated exchange and provided that the Parties shall be at liberty to disclose to their legal advisors, the Auction Companies and financial institutions.

除非法律或任何上市机构或证券交易所的规则要求披露本协议的存在或其任何条款，否则本协议应被视为严格保密，一方或一方股东的股份在该交易所上市或交易，或向任何监管机构或受监管交易所报告，并且双方有权向其法律顾问、拍卖公司和金融机构披露。

21. Counterparts 协议副本

This Agreement may be executed in any number of counterparts, and this has the same effect as if the signature on the counterparts were on a single copy of this Agreement.

本协议可签署任意数量的副本，其签署与签署本协议副本具有同等效力。

22. Miscellaneous 其他

Should there be any conflict or ambiguity between this Agreement and the Bidding Announcement, this Agreement shall prevail.

本协议与竞拍公告如有任何冲突或不明确之处，以本协议为准。

In the event of any conflict between the English language text and the Chinese Language text of this Agreement, the English Language text shall prevail.

如本协议的英文文本与中文文本有任何冲突，则以英文文本为准。

For and on behalf of the Sellers

For and on behalf of the Buyers

Name:

Name:

Title:

Title:

For and on behalf of the Export Agent

Name:

Title: