

# SSEFC International Dry Bulk Freight Time Charter Capacity Trading Contract

(Prepared in June 2014, Amended in October 2014)

<b>Trading Symbol</b>	PX
<b>Subject Matter of Contract</b>	(Panamax) dry bulk time charter capacity
<b>Currency</b>	U.S. Dollar / 0.1 Day
<b>Minimum Price Fluctuation</b>	1 U.S. Dollar / 0.1 Day
<b>Main Contract Months</b>	January, March, May, July, September, November
<b>Trading Time</b>	9:00-10:15, 10:30-11:30, 13:30-15:00
<b>Maximum Daily Price Fluctuation Limit</b>	±5% of the settlement price of previous trading day
<b>Minimum Percentage of Deposit</b>	15%
<b>Maximum Amount of Single Trade</b>	1,000 lots
<b>Maximum Single Month Contract Amount per Trader</b>	150,000 lots
<b>Last Trading Day</b>	The first Friday of the month in which the contract expires (as per the listing announcement of the contract)

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<b>Deadline for Settlement</b>	7 days following the Last Trading Day (as per the listing announcement of the contract)
<b>Settlement Method</b>	Vessel capacity settlement
<b>Transaction Processing Fee</b>	0.05% of the contract value (to be paid by one party)
<b>Same-Day Position Closing Fee</b>	Temporarily waived
<b>Handling Fee</b>	0.5% of the contract value (to be paid by one party)
<b>Transferability</b>	Transferable between traders

**Note: Foreign Exchange Rate**

1. During Trading: Referring to the middle rate of RMB Yuan against US dollar published by the China Foreign Exchange Trade Center (CFETC) on previous working day.
2. During Settlement: Referring to the same day middle rate of RMB Yuan against US dollar published by the CFETC, and if no such rate is available, then the previous day middle rate will be used.

## **SSEFC International Dry Bulk Freight Time Charter Capacity Delivery Standards**

### **1. Scope of Application**

1.1 These Standards apply to goods suitable for SSEFC international dry bulk capacity,

freight specifications, requirements of transportation, etc.

1.2 The term “capacity delivery” as used in these Standards refers to the standard dry bulk time charter capacity applicable to the international dry bulk time charter shipping services.

1.3 These Standards apply to any stipulated delivery or substituted capacity under SSEFC International Dry Bulk Freight Time Charter Shipping Capacity Trading Contract.

## **2. Suitable Goods**

2.1 Standard Goods: Iron Ore, Coal, Grain, Nickel Ore

2.2 Delivery Units: 300 lots (Minimum 3 months, first month pre-pay required)

2.3 Tolerance Amount:  $\pm$  15 days

2.4 Location of Delivery/ Redelivery : China-Japan-South Korea

2.5 Minimum Fuel Qquantity for Delivery/Redelivery : 300t heavy fuel oil, diesel oil and other lubrication oil

2.6 Average Daily rental shall not include ballast bonus

2.7 Ship owner shall not be responsible for loading/unloading, stow and fiost costs.

## **3. Freight Specifications**

3.1 Vessel Type

Panamax dry bulk vessel

3.2 Standard vessel parameters

Dead weight 74,000 dwt; vessel age $\leq$ 10 years; capacity 89,000 m<sup>3</sup>; Length $\leq$ 225m; width $\leq$ 32.26m; draft $\leq$ 13.95m; laden speed $\geq$ 13.5 knots; ballast speed $\leq$ 14 knots;

laden bunker daily consumption 32t; ballast bunker daily consumption 28 t; bunker daily consumption at berth 2.5t; diesel bunker daily consumption at berth 0.5t ; no MDO at sea.

### 3.3 Substitute vessel parameters

Dead weight 70,000-85,000 dwt; vessel age $\leq$ 10 years; draft $\leq$ 14.3m; laden speed $\leq$  14 knots; laden bunker daily consumption $\leq$ 36t; bunker daily consumption at berth  $\leq$ 4t; diesel bunker daily consumption at berth $\leq$ 0.5t; no MDO at sea.

### 3.4 The seaworthiness requirements

- a. Automatic hatch cover with water tight,
- b. Valid certificate of seaworthiness, and for other crews
- c. Valid certificate of safety management (navigation and safety equipment in the security log within the valid range)
- d. The vessel insurance coverage shall be valid and meet the requirements below:
  - ( a ) Main coverage: Total loss coverage (hull coverage)
  - ( b ) Additional risk coverage:
    - 1) Additional three-fourths running down, collision, general average, sue and labor
    - 2) Responsibility of Oil Pollution.

## 4. Requirements of Transportation

### 4.1 Inspection for vessel delivery / redelivery

Prior to delivery and redelivery the parties shall, each appoint surveyors, for their respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct joint on-hire/off-hire surveys, for the purpose of ascertaining quantity of bunkers on board and the condition of the Vessel. A joint

survey report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree.

If either party fails to have a representative attend the survey and sign the joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.

#### 4.2 Delivery of the Vessel

The Vessel shall be placed at the disposal of the Charterers at stipulated place. The Vessel on her delivery shall be ready to receive cargo with clean-swept holds and tight, staunch, strong and in every way fitted for ordinary cargo service, having water ballast and with sufficient power to operate all cargo-handling gear simultaneously.

Owners shall give the Charterers notice of ETD date before closing of last trading day.

#### 4.3 Seaworthiness

The vessel shall be seaworthy in a safe port or a safe place, not including the Gulf of Aden, Iran, Cuba, and the North Korean Sea, according to the Charterer' s instructions, engaged in legitimate trade.

### 5. Others

SSEFC is responsible for the interpretation of these Standards.

This Contract is executed in Chinese and English versions, with both versions having equal legal effect. To the extent of any conflict or inconsistency between the English version and Chinese version, the Chinese version shall prevail.