

China Maritime Arbitration Commission (CMAC)

Fixture Note

day_____ /month _____/ year_____

It is mutually agreed between _____ as Owners
(address: _____ fax: _____ telephone: _____)
and _____ as Charters
(address: _____ fax: _____ telephone: _____)
that this Fixture Note shall be performed subject to following terms and conditions:

1. Particulars of Performing Vessel:

M/V: _____ Flag: _____ Built: _____
Classification: _____ Registered Shipowners: _____
GT/NT/DWT: _____ / _____ / _____ TS SSW: _____
LOA/BM: _____ / _____ MS GR/BL Capa: _____ / _____ CBMS _____
Ho/Ha: _____ / _____ Derr: _____ Tweendeck: _____
[add other items when necessary]

2. Cargo and Quantity: [Indicate Alternative(A) or(B) with √]

[] (A) _____ m/ts of _____ in _____ [bag or bulk], _____ %more or
less at _____ option[Owners' option or Charters' option].
[] (B) _____ cbms of _____ , _____ %more or less at
option[Charterers' option or Owners' option].

3. Laycan:

_____ / _____ .

4. Loading/Discharging Port(s): [Indicate Alternative (A) or (B) with √]

[] (A) safe port(s) at _____ / _____ .
[] (B) safe berth(s) at port(s) of _____ / _____ .

5. Loading/Discharging Rate: [Indicate Alternative(A) or (B) or (C) with ✓]
[] (A) / m/ts per weather working day, Sundays and holidays excepted unless used (PWWD SHEX UU).
[] (B) / m/ts per weather working day, Sundays and holidays excepted even if used (PWWD SHEX EIU).
[] (C) Customary quick despatch at port(s) of [loading or discharging] (CQD).

6. Laytime Calculation: [Indicate Alternative(A) or (B) with ✓]
[] (A) Separate laytime for loading and discharging.
[] (B) Total laytime for loading and discharging

7. Freight Rate: [Indicate Alternative (A) or (B) or (C) or (D) with ✓]
[] (A) Lumpsum fiost.
[] (B) per [net or gross]m/t fiost.
[] (C) per [net or gross]m/t on free in and liner out.
[] (D) per [net or gross]cbm fiost.

8. Freight Payment: [Indicate Alternative(A) or (B) or (C) with ✓]
[] (A) Freight to be paid within banking days after completion of loading.
[] (B) Freight to be paid within banking days after completion of loading, but always before breaking bulk.

Freight collected or to be collected as per aforesaid (A) or (B) shall be deemed earned by Owners upon cargo loading on board, and such freight must be paid by Charterers non-returnable and non-discountable whether vessel/cargo lost or not.

[] (C) Freight to be paid within banking days after completion of discharging.

9. Demurrage/ Despatch

_____/_____ per day or pro rata to be settled within ____ days after completion of discharging provided that Owners' lien, if any, on the cargo shall not be affected by this provision.

10. Taxes/Dues/Fee:

Taxes/Dues/Fee if any on vessel/freight to be for Owners' account, howsoever the amount thereof may be assessed. Same on cargo if any to be for Charterers' account, howsoever the amount thereof may be assessed.

11. Agency: [Indicate Alternative (A) or (B) with ✓]

[] (A) Owners' agents both ends.
[] (B) Owners' agent at loading port and Charterers' agent at discharging port.

12. Commission: [Indicate Alternative (A) or (B) with ✓]

[] (A) Commission on freight, dead freight and demurrage totals _____ percent including address commission.

[] (B) Commission on freight, dead freight and demurrage totals _____ percent, plus _____ percent to be for _____.

13. Law and Arbitration:

This Fixture Note shall be governed by and construed in accordance with Chinese law, and the Charter Party shall be established when this Fixture Note is signed. Any dispute arising out of or in connection with this Fixture Note shall be submitted to China Maritime Arbitration Commission for arbitration. The arbitration award shall be final and binding upon the parties.

14. Gencon Charter: [Indicate Alternative (A) or (B) with ✓]

[] (A) Other terms and conditions are as per Gencon Charter 1994, except Clause 2.

[] (B) Other terms and conditions are as per Gencon Charter 2022, except Clause(s) _____.

15. Special Provisions:

Owners' Signature

Charterers' Signature