

SHIPSALE 22

MEMORANDUM OF AGREEMENT FOR SHIP SALE AND PURCHASE

PART I

1. Name of Vessel	2. Date of Agreement	
3. Sellers (name and address)	4. Buyers (name and address)	
5. Sellers' Guarantor (if any) (name and registered office address)	6. Buyers' Guarantor (if any) (name and registered office address)	
7. Vessel details (i) IMO number: (ii) GT/NT: (iii) Year, builder and place of build: / / (iv) Vessel's Flag Registry: (v) Bareboat registry (if any): (vi) Classification Society: (vii) Class notation:	8. Inspection Select subclause 6(a), 6(b) or 6(c): Choose an item If subclause 6(a) or 6(b) is applicable, insert place and date / date range of Vessel inspection and Classification Society records inspection as applicable:	
9. Purchase Price (amount and currency)	10. Deposit (state percentage of the Purchase Price)	
11. Deposit Holder (name and address)	12. Sellers' Account (name of bank, branch location and account details)	
13. Banking Days (places/countries)	14. Earliest date for giving Notice of Readiness	15. Cancelling Date
16. Delivery place/range		
17. Underwater Inspection/Drydock Inspection (state if Clause 8 or 9 shall apply) Choose an item	18. Bunkers, Oils and Greases (i) Bunkers Choose an item (ii) Oils and Greases Choose an item	
19. Documentary closing (state location or electronic method)	20. Validity of classification certificates	
21. Notices to Sellers (name and contact details)	22. Notices to Buyers (name and contact details)	

23. Email address for receipt of arbitration notices and communications on behalf of Sellers	24. Email address for receipt of arbitration notices and communications on behalf of Buyers
25. Buyers' Flag Registry	26. Numbers of any additional clauses
27. Subjects (state subjects, if any, and latest date within which all subjects must be lifted)	
28. Law and Arbitration ((a) English law/London arbitration, (b) US law/New York arbitration, (c) English law/Singapore arbitration, (d) Singapore law/Singapore arbitration, (e) Hong Kong law/Hong Kong arbitration, (f) English law/Hong Kong arbitration, (g) Other. Choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 26 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply)(Cl. 26). Choose an item	

In the event of a conflict of terms and conditions, the provisions of PART I of this Agreement and any Annexes shall prevail over those of PART II of this Agreement to the extent of such conflict but no further.

The party responsible for issuing the final execution version of this Agreement warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Authorised Signatures: Sellers (print name and sign): Sellers' Guarantor, (if any) (print name and sign): By its signature to this Agreement the Sellers' Guarantor identified in Box 5 guarantees the performance of the Sellers' obligations in accordance with this Agreement.	Authorised Signatures: Buyers (print name and sign): Buyers' Guarantor (if any) (print name and sign): By its signature to this Agreement the Buyers' Guarantor identified in Box 6 guarantees the performance of the Buyers' obligations in accordance with this Agreement.
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1. Definitions and Interpretation

(a) In this Agreement:

“Banking Days” means the days, except for Saturdays and Sundays, on which banks are open for business in the places/countries stated in Box 13 and, if the currency of the Purchase Price is US Dollars, New York.

“Bunkers” means the bunkers on board the Vessel at Delivery.

“Cancelling Date” means the date stated in Box 15 as may be amended by the express terms of this Agreement.

“Delivery” means delivery of the Vessel by the Sellers to the Buyers in accordance with this Agreement.

“Delivery Documents” means the documents listed in Annex A (Delivery Documents) to this Agreement.

“Deposit Account” means the account of the Deposit Holder for holding the Deposit.

“Deposit Holding Agreement” means the agreement made between the Parties and the Deposit Holder in relation to the Deposit.

“Excluded Items” means the items listed in Annex B (Excluded Items List).

“Included Items” means:

(i) everything on board the Vessel at the time of Inspection except for the Excluded Items;

(ii) spare parts and spare equipment belonging to the Vessel at the time of Inspection; and

(iii) the stores and provisions on board at the time of Delivery.

“Inspection” means the Buyers' inspection of the Vessel under subclause 6(a) or 6(b) (Inspection).

“Notice of Readiness” means a written notice given by the Sellers to the Buyers confirming that the Vessel is physically ready for Delivery in accordance with this Agreement.

“Oils and Greases” means unused lubricating, hydraulic and thermal oils and unused greases in the Vessel's designated storage tanks and in unopened drums, cans or containers on board the Vessel at Delivery.

“Parties” means the Sellers stated in Box 3 and the Buyers stated in Box 4 and each, a “Party”.

“Technical Documents” means classification certificates and other certificates, Vessel's log books, plans, drawings, and manuals (excluding ISM/ISPS manuals) relating to the Vessel and in each case either in original or copy.

“Total Loss” means the actual total loss, constructive total loss or compromised total loss of the Vessel.

(b) If there is no Inspection all references in this Agreement to “the time of Inspection” shall be deemed to be replaced with “the date of this Agreement”.

(c) For any requirement in this Agreement that certificates are to be “without condition/recommendation”, any notes or memoranda in reports which are accepted by the Classification Society without condition/recommendation shall not be taken into account.

(d) Capitalised terms used in the Boxes shall be considered and understood as defined terms with the meaning given to them in the respective Box.

2. Sale and Purchase

(a) In accordance with the provisions of this Agreement the Sellers hereby agree to sell and the Buyers hereby agree to buy

(i) the Vessel;

(ii) the Included Items; and

(iii) the Bunkers, Oils and Greases.

(b) The Sellers are not required to replace any spare parts which are used as replacements on the Vessel before Delivery, but the replaced items shall automatically constitute Included Items.

(c) Items on board the Vessel at the time of Inspection which are on hire or leased from or owned by third parties but which are not specifically identified as Excluded Items, shall be replaced by the Sellers before Delivery at the Sellers' risk and expense and such replaced items shall automatically constitute Included Items.

(d) Title and risk in the Vessel shall remain with the Sellers until Delivery.

3. Subjects

(a) If there are any Subjects stated in Box 27, this Agreement shall not become effective until all such Subjects have been lifted.

(b) Each Party shall immediately notify the other Party when all Subjects relevant to the notifying Party have been lifted.

(c) If any Subjects have not been lifted by the date stated in Box 27:

- (i) this Agreement shall be null and void and neither Party shall have any claim against the other Party; and
 - (ii) both Parties shall immediately be relieved of any obligations and liabilities to the other Party under or in connection with this Agreement.
- (d) Notwithstanding subclause (c)(ii), Clauses 23 (Confidentiality) and 26 (BIMCO Law and Arbitration Clause 2020) shall survive this Agreement.

4. Purchase Price

- (a) The Purchase Price stated in Box 9 is the sum payable for the Vessel and the Included Items.
- (b) The Bunkers, Oils and Greases are not included in the Purchase Price. The additional amount payable by the Buyers to the Sellers for the Bunkers, Oils and Greases shall be determined in accordance with Clause 13 (Bunkers, Oils and Greases).

5. Deposit

- (a) As security for the due performance of the Buyers' obligations in accordance with this Agreement the Buyers shall lodge the Deposit in the Deposit Account.
- (b) Without delay the Parties shall provide the Deposit Holder with all documentation and information which the Deposit Holder requires to open, maintain and operate the Deposit Account.
- (c) The basis on which the Deposit will be received, held and released by the Deposit Holder shall be set out in the Deposit Holding Agreement save that it is agreed that:
 - (i) any fees charged by the Deposit Holder for receiving, holding and releasing the Deposit shall be borne equally by the Parties; and
 - (ii) any interest which accrues on the Deposit shall, subject to subclause 18(d)(i), be credited to the Buyers when the Deposit is released.
- (d) The Deposit shall be received in the Deposit Account within three (3) Banking Days after the date that:
 - (i) this Agreement has been signed by the Parties and exchanged in original or electronically;
 - (ii) the Deposit Holding Agreement has been signed by the Parties and the Deposit Holder and exchanged in original or electronically;
 - (iii) the Deposit Holder has notified the Parties that the Deposit Account is in all respects ready to receive the Deposit; and
 - (iv) all Subjects (if any) have been lifted in accordance with Clause 3 (Subjects).
- (e) If the Buyers anticipate that, for reasons not attributable to the negligence of the Buyers, the Deposit will not be received by the Deposit Holder within the time stipulated under subclause 5(d) due to:
 - (i) a failure in the banking system;
 - (ii) an oversight, error or omission on the part of the Buyers' bank or the Deposit Holder's bank (or any relevant correspondent bank); or
 - (iii) a review by the Deposit Holder's bank (or any correspondent bank) in connection with the remittance of the Deposit,
 (each a "Disruptive Banking Event")

then at any time before the expiry of the three (3) Banking Days the Buyers may notify the Sellers of such an occurrence and thereafter the Buyer shall have an additional two (2) Banking Days within which to lodge the Deposit with the Deposit Holder.
- (f) The burden of proof under subclause 5(e) shall rest with the Buyers who shall be obliged to provide details of the relevant Disruptive Banking Event in any notice to the Sellers under subclause 5(e).
- (g) If the Deposit has not been received by the Deposit Holder within the time stipulated in subclause 5(d) (or subclause 5(e) where a Disruptive Banking Event has occurred), the Sellers shall have the right to terminate this Agreement in accordance with subclause 18(a).

6. Inspection

*Subclauses 6(a), 6(b) and 6(c) are alternatives; select alternative in Box 8.

- (a) *The Buyers have inspected:
 - (i) the Vessel at the place and on the date stated in Box 8; and
 - (ii) the Vessel's Classification Society records,
 and have accepted the Vessel following these inspections, subject only to the provisions of this Agreement.
- (b) *The Buyers shall have the right to inspect the Vessel (but without testing of the Vessel's engines, machinery, equipment or systems) and the Vessel's Classification Society records in accordance with the following provisions:
 - (i) The Sellers shall make the Vessel available for inspection at the place and on the date/within the date range stated in Box 8.
 - (ii) The Sellers shall make the Vessel's Classification Society records available to the Buyers for inspection within the date range stated in Box 8.
 - (iii) The Buyers shall undertake the inspection of the Vessel and the Vessel's Classification Society records at their own expense within the date range stated in Box 8 and without undue delay to the Vessel.
 - (iv) During the inspection of the Vessel, the Vessel's deck and engine log books shall be made available for examination by the Buyers.

(v) Within five (5) days after (1) the completion of the inspection; or (2) the last day in the date range stated in Box 8, whichever is the earlier, the Buyers shall notify the Sellers that the Buyers accept the Vessel or that they do not accept the Vessel.

(vi) If the Buyers give notice of acceptance in accordance with subclause 6(b)(v) the Buyers shall have accepted the Vessel, subject to the provisions of this Agreement.

(vii) If (1) the Buyers notify the Sellers in accordance with subclause 6(b)(v) that they do not accept the Vessel; or (2) for any reason whatsoever the Sellers do not receive from the Buyers notice of acceptance or non-acceptance of the Vessel in accordance with subclause 6(b)(v), the Deposit together with interest earned, if any, shall be released immediately to the Buyers, after which this Agreement shall be null and void. Thereafter, neither Party shall have any claim against the other Party and both Parties shall immediately be relieved of any obligations and liabilities to the other Party under or in connection with this Agreement, except for Clauses 23 (Confidentiality) and 26 (BIMCO Law and Arbitration Clause 2020) which shall survive this Agreement.

(c) *Save as expressly provided in this Agreement, the Buyers have accepted the Vessel and its Classification Society records without inspection.

7. Buyers' On-board Representatives

- (a) After the Deposit has been lodged, the Buyers shall have the right to place up to two (2) representatives on board the Vessel until Delivery provided that, before the Buyers' on-board representatives board the Vessel the Buyers shall provide the Sellers (in original or electronically) with the Sellers' P&I Club's recommended letter of indemnity duly signed by the Buyers and each of the Buyers' nominated on-board representatives.
- (b) The Buyers' on-board representatives shall travel to and from and be on board the Vessel at the Buyers' risk and expense.
- (c) During the period when the Buyers' on-board representatives are on board the Vessel they shall:
- (i) be granted reasonable access to the Vessel's communications system;
 - (ii) be observers for familiarisation purposes only; and
 - (iii) not interfere in any respect with the work of the crew or the operation, maintenance or service of the Vessel.

8. Underwater Inspection

- (a) Prior to Delivery, the Sellers shall, at their expense, make the Vessel available for the Underwater Inspection and arrange for the attendance of a Classification Society surveyor.
- (b) The Underwater Inspection shall be an inspection of the Vessel's underwater parts below the deepest load line:
- (i) carried out by a diver approved by the Classification Society and appointed by the Buyers; and
 - (ii) where the scope of the Underwater Inspection and the conditions under which it is performed shall be to the satisfaction of the attending Classification Society surveyor.
- (c) The Buyers shall be responsible for arranging the Underwater Inspection and, subject to subclause 8(h)(ii), the Buyers shall pay for the Underwater Inspection and for the Classification Society surveyor's attendance.
- (d) Subject to subclause 8(f) the Underwater Inspection shall take place at the place of Delivery.
- (e) The Buyers shall have the right to arrange for a representative to be present at the Underwater Inspection as an observer only without interfering with the work or decisions of the Classification Society surveyor. If the Buyers' representative boards the Vessel for this purpose they will do so at the Buyers' risk and expense and the Buyers shall provide the Sellers (in original or electronically) with the Sellers' P&I Club's recommended letter of indemnity duly signed by the Buyers and by the Buyers' representative before boarding.
- (f) If the Classification Society surveyor determines that the conditions at the place of Delivery are unsuitable for the Underwater Inspection, the Sellers shall, at their expense, make the Vessel available for the Underwater Inspection at the nearest suitable alternative place, in which event:
- (i) upon completion of the Underwater Inspection the Vessel shall, at the Sellers' expense, proceed directly to the place of Delivery; and
 - (ii) the Cancelling Date shall be extended by the additional time required for positioning the Vessel at such suitable alternative place and then re-positioning the Vessel at the place of Delivery.
- (g) If, within two (2) days following the Vessel being made available for the Underwater Inspection, the Buyers:
- (i) fail to commence the Underwater Inspection, the Buyers shall be deemed to have waived their right to an Underwater Inspection; or
 - (ii) do commence the Underwater Inspection but fail to complete it within the aforesaid two (2) days, the Cancelling Date shall be extended by the additional time taken for the Underwater Inspection to be completed.
- (h) If the Classification Society surveyor determines that the rudder, propeller, bottom or other underwater parts below the deepest load line are broken, damaged or defective so as to affect the Vessel's class ("Underwater Inspection Defects") then:
- (i) unless the necessary repair or rectification can be carried out afloat to the satisfaction of the Classification Society without condition/recommendation ("Repair Works") the Sellers shall arrange for the Vessel to be drydocked and the provisions of Clause 9 (Drydock Inspection) shall apply; and
 - (ii) the Sellers shall pay for the Underwater Inspection and the Classification Society's attendance.
- (i) Notwithstanding anything to the contrary in this Agreement, if the Classification Society does not require the Underwater Inspection Defects to be repaired or rectified before the next Classification Society drydocking survey, the Sellers shall be entitled to deliver the Vessel with the Underwater Inspection Defects against a deduction from the Purchase Price of the estimated direct cost of carrying out the Repair Works after which the Buyers shall have no further claims or other rights whatsoever in respect of the Underwater Inspection Defects and/or Repair Works.

- (j) The estimated direct cost of the Repair Works shall be the average of quotes for the Repair Works obtained from two (2) reputable independent shipyards or repair facilities at or in the vicinity of the place of Delivery, one to be obtained by each of the Parties within three (3) Banking Days from the date of the imposition of the condition/recommendation by the Classification Society.

If either Party fails to obtain such a quote within the stipulated time then the quote duly obtained by the other Party shall be the sole basis for the estimate of the direct cost of the Repair Works.

- (k) If, in accordance with subclause 8(i), the Classification Society does not require the Underwater Inspection Defects to be repaired or rectified before the next Classification Society drydocking survey, the Cancelling Date shall be extended by three (3) Banking Days.

9. Drydock Inspection

- (a) This Clause shall only apply if:

- (i) the Vessel is to be drydocked in accordance with subclause 8(h)(i); or
(ii) The Parties have stated in Box 17 that Clause 9 (Drydock Inspection) shall apply.

- (b) The Sellers shall place the Vessel in drydock for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line (the "Drydock Inspection").

- (c) The Drydock Inspection shall take place at the place of Delivery unless there are no suitable drydocking facilities available there in which case the Sellers shall at their expense take the Vessel to a place where suitable drydocking facilities are available, whether within or outside the range stated in Box 16 (the "Alternative Drydocking Location").

- (d) If the Drydock Inspection takes place at the Alternative Drydocking Location, following completion of the Drydock Inspection the Sellers shall at their expense deliver the Vessel at a place within the range stated in Box 16 which shall, for the purposes of this Agreement, be the new place of Delivery. In such event the Cancelling Date shall be extended by the additional time required for the Drydock Inspection, the dry docking and the additional sailing time, but limited to a maximum of twenty-one (21) days.

- (e) The scope and extent of the Drydock Inspection shall be in accordance with the Classification Society's rules.

- (f) The Buyers shall have the right to arrange for a representative of the Buyers to be present at the Drydock Inspection at their risk and expense as an observer only without interfering with the work or decisions of the Classification Society surveyor. If the representative boards the Vessel for this purpose, before they do so, the Buyers shall provide the Sellers (in original or electronically) with the Sellers' P&I Club's recommended letter of indemnity duly signed by the Buyers and the Buyers' representative.

- (g) Subject to subclause 9(h), the expenses in connection with putting the Vessel in and taking it out of drydock, including the drydock dues and the Classification Society's fees shall be borne by the Buyers.

- (h) If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's Class:

- (i) such defects shall be made good at the Sellers' expense to the satisfaction of the Classification Society without condition/recommendation; and
(ii) the Sellers shall pay for the expenses in connection with putting the Vessel in and taking it out of drydock, including the drydock dues and the Classification Society's fees.

- (i) If, during the Drydock Inspection, the Classification Society requires a survey of the tailshaft system:

- (i) the Sellers shall arrange for the drawing and refitting of the tailshaft;
(ii) the survey shall be carried out by the Classification Society surveyor who shall determine the extent of the survey in accordance with the Classification Society's rules for tailshaft surveys and consistent with the current stage of the Vessel's survey cycle;
(iii) if any part of the tailshaft system is condemned or found broken, damaged or defective so as to affect the Vessel's class, those parts shall be renewed or made good at the Sellers' expense to the satisfaction of the Classification Society without condition/recommendation; and
(iv) all costs and expenses relating to the survey of the tailshaft system shall be borne by the Sellers.

- (j) The Buyers shall have the right to have the underwater parts of the Vessel cleaned and painted at their risk and expense, without interfering with the Sellers' or the Classification Society surveyor's work and without affecting the Vessel's timely Delivery.

- (k) If the Buyers' own works referred to in subclause 9(j) are still in progress when the Sellers have completed the work which the Sellers are required to do in accordance with this Agreement:

- (i) the additional docking time needed to complete the Buyers' work shall be at the Buyers' risk and expense (but the cost of undocking shall remain for the Sellers' account); and
(ii) the Sellers may give Notice of Readiness whilst the Vessel is still in drydock.

10. Condition of Vessel at Delivery

- (a) Subject only to subclause (b), Delivery shall take place whilst the Vessel is safely afloat at a safe and accessible berth or anchorage selected by the Sellers at the place/within the range stated in Box 16.

- (b) If Notice of Readiness is given whilst the Vessel is in drydock in accordance with subclause 9(k)(ii), Delivery shall take place whilst the Vessel is still in drydock (and, in such case, the drydock shall be deemed to be the place of Delivery).

- (c) The Vessel shall be delivered and taken over in the same condition as it was at the time of Inspection, fair wear and tear excepted, provided that, save as permitted under subclause 8(i), the Vessel shall be delivered and taken over:
- (i) with its class maintained without condition/recommendation;
 - (ii) free of average damage affecting the Vessel's class;
 - (iii) with all Classification Society certificates valid and unextended for the minimum period stated in Box 20 without condition/recommendation;
 - (iv) with all national certificates valid, unextended and without any conditions from the relevant authorities;
 - (v) with all other certificates the Vessel had at the time of Inspection valid, unextended and without any conditions from the relevant authorities;
 - (vi) free of cargo; and
 - (vii) free of stowaways.
- (d) The Sellers warrant that the Vessel, at the time of Delivery, is free from any:
- (i) charters, contracts of employment and other trading commitments;
 - (ii) mortgages and other security interests;
 - (iii) maritime, possessory and other liens;
 - (iv) charges and encumbrances; and
 - (v) other debts whatsoever.
- (e) The Sellers further warrant that the Vessel, at the time of Delivery, is not subject to any:
- (i) arrest; or
 - (ii) port state detention or other form of detention or restraint.
- (f) The Sellers hereby undertake to indemnify the Buyers against all consequences of claims made against the Vessel which were incurred at any time prior to Delivery.

11. Delivery Notices

- (a) As from the date of this Agreement, the Sellers shall keep the Buyers informed of the Vessel's itinerary.
- (b) The Sellers shall give the Buyers twenty (20), ten (10), five (5) and three (3) days' notice of the date on which the Sellers intend to give Notice of Readiness and of the intended place of Delivery.
- (c) Notice of Readiness shall not be given before:
- (i) The date stated in Box 14.
 - (ii) completion of the Underwater Inspection (if applicable) in accordance with Clause 8 (Underwater Inspection);
 - (iii) estimate(s) of the direct costs for Repair Works (if applicable) have been established either in accordance with subclause 8(j) or subclause 8(k);
 - (iv) completion of the Drydock Inspection (if applicable) in accordance with Clause 9 (Drydock Inspection); and
 - (v) the Vessel is at the place of Delivery.
- (d) Subject to the provisions of subclause 11(c), when the Vessel is physically ready for Delivery in accordance with this Agreement the Sellers shall give the Buyers Notice of Readiness.
- (e) Subject only to express provisions in this Agreement that provide for an extension to the Cancelling Date, Notice of Readiness shall not be given later than the Cancelling Date.

12. Vessel Delay

- (a) If the Sellers anticipate, notwithstanding the exercise of due diligence by them, that they will not be ready to tender Notice of Readiness on or before the Cancelling Date they may notify the Buyers in writing proposing a new Cancelling Date with reference to this Clause 12 (Vessel Delay). Upon receipt of such notification the Buyers shall have the option of either terminating this Agreement within three (3) Banking Days of receipt of the notice or of accepting the new date as the Cancelling Date. If the Buyers have not declared their option within three (3) Banking Days of receipt of the Sellers' notification or if the Buyers accept the new date, the date proposed in the Sellers' notification shall be deemed to be the Cancelling Date.
- (b) If the Cancelling Date is amended in accordance with subclause (a), all other terms and conditions of this Agreement shall remain unaltered and in full force and effect.
- (c) If this Agreement is terminated in accordance with subclause 12(a), the provisions of subclause 19(b) shall apply.

13. Bunkers, Oils and Greases

- (a) Prior to Delivery there shall be a joint survey by the Parties to establish the quantities of the Bunkers, Oils and Greases to be taken over and paid for by the Buyers at Delivery.
- (b) The amount payable by the Buyers to the Sellers for the Bunkers shall be:

- * (i) the net prices (excluding barging expenses) paid by the Sellers for the quantities taken over as evidenced by invoices, charter party statements of account, or vouchers; or
 - * (ii) the latest available net market price (excluding barging expenses) at the place and date for Delivery or, if unavailable, at the nearest bunkering port or place, for the quantities taken over.
- (c) The amount payable by the Buyers to the Sellers for the Oils and Greases shall be:
- * (i) the net prices (excluding delivery expenses) paid by the Sellers for the quantities taken over as evidenced by invoices or vouchers; or
 - * (ii) the latest available net market prices at the place and date for Delivery or, if unavailable, at the nearest port or place, for the quantities taken over.
- *Subclauses 13(b)(i) and 13(b)(ii) are alternatives and subclauses 13(c)(i) and 13(c)(ii) are alternatives; in each case, select the alternative in Box 18. If Box 18 is left blank, subclauses 13(b)(i) and 13(c)(i) shall apply.

14. Payments

- (a) On Delivery but not later than three (3) Banking Days after the date that Notice of Readiness has been given in accordance with Clause 11 (Delivery Notices):
- (i) the Deposit stated in Box 10 shall be released to the Sellers in accordance with the terms of the Deposit Holding Agreement;
 - (ii) any interest that has accrued on the Deposit shall be released to the Buyers; and
 - (iii) the balance of the Purchase Price, the sum payable for the Bunkers, Oils and Greases and any other sums payable at Delivery shall be paid to the Sellers' Account.
- (b) All payments in accordance with this Agreement shall be denominated in the same currency as the Purchase Price and made in immediately available funds, in full and free of bank charges, and save where expressly otherwise provided in this Agreement, without any deduction, set-off or withholding of any nature whatsoever.
- (c) If, when one Party is obliged to make a payment to the other Party in accordance with this Agreement, the paying Party is required by applicable law to apply or make any deduction or withholding in respect of such payment, that Party shall gross up the relevant payment so as to ensure that the other Party receives and retains the full amount which it would have received if the deduction or withholding had not been applied or made.
- (d) Any taxes, fees and expenses in connection with:
- (i) the Buyers' purchase of the Vessel and their registration of the Vessel in the Buyers' Flag Registry shall be for the Buyers' account; and
 - (ii) the Sellers' sale of the Vessel and the closing of the register with the Vessel's Flag Registry shall be for the Sellers' Account.

15. Delivery Documents

- (a) The Parties shall exchange copies, drafts or samples of the Delivery Documents for review and comment by the other Party not later than five (5) days after the earliest delivery notice is given under subclause 11(b) of this Agreement.
- (b) If any Delivery Document is not in the English language it shall be accompanied by an English translation (i) prepared by an authorised translator or (ii) which has been certified as an accurate translation by a lawyer or notary.

16. Delivery

- (a) After Notice of Readiness has been given by the Sellers, the Parties' representatives shall meet for documentary closing either remotely by electronic means or at the location stated, whichever option is stated in Box 19.
- (b) In exchange for payment of the Purchase Price and all other sums payable by the Buyers at Delivery in accordance with this Agreement, the Sellers shall deliver to the Buyers:
- (i) physical possession of the Vessel and the Included Items;
 - (ii) the Sellers' Delivery Documents; and
 - (iii) the Technical Documents which are on board the Vessel.
- (c) At the same time as the Sellers perform their obligations under subclause 16(b), the Buyers shall deliver to the Sellers the Buyers' Delivery Documents.
- (d) At Delivery the Parties shall sign and deliver to each other a protocol of delivery and acceptance in two (2) originals recording the place, date and time of Delivery.

17. Post Delivery Obligations

- (a) The Sellers undertake to give the providers of the Vessel's satellite communications system prompt and irrevocable notice to deactivate the system.
- (b) The Buyers undertake to change the name of the Vessel and alter markings promptly after Delivery.
- (c) If requested by the Buyers, any Technical Documents which are in the possession of the Sellers but not on board the Vessel or otherwise delivered to the Buyers at the time of Delivery, shall be forwarded to the Buyers at their risk and expense promptly after Delivery.

18. Sellers' Termination Rights

- (a) If the Deposit is not lodged in accordance with Clause 5 (Deposit), the Sellers shall have the right to terminate this Agreement.
- (b) If the Sellers terminate this Agreement in accordance with subclause 18(a) the Sellers shall have the right to:
- (i) claim from the Buyers an amount equivalent to the Deposit; and

- (ii) claim further compensation from the Buyers if the amount equivalent to the Deposit does not cover the Sellers' direct losses and expenses plus interest.
- (c) Should the Purchase Price not be paid in accordance with Clause 14 (Payments), the Sellers have the right to terminate this Agreement.
- (d) If the Sellers terminate this Agreement in accordance with subclause 18(c):
 - (i) the Deposit together with any accrued interest shall immediately be released to the Sellers; and
 - (ii) if the Deposit and any accrued interest does not cover the Sellers' direct losses and expenses, the Sellers shall be entitled to claim further compensation for their direct losses and expenses plus interest.

19. Buyers' Termination Rights

- (a) The Buyers shall have the right to terminate this Agreement:
 - (i) if the Sellers fail to give Notice of Readiness in accordance with Clause 11 (Delivery Notices) on or before the Cancelling Date; or
 - (ii) if the Sellers are not ready to validly complete a legal transfer of the Vessel on or before the Cancelling Date.
- (b) If the Buyers' right to terminate this Agreement arises in accordance with subclause 19(a) or subclause 12(a):
 - (i) whether or not the Buyers terminate, the Sellers shall compensate the Buyers for their direct losses and expenses plus interest if the Sellers' failure is due to negligence; and
 - (ii) if the Buyers terminate, the Deposit together with any accrued interest shall immediately be released to the Buyers.

20. Total Loss

If the Vessel becomes a Total Loss before Delivery:

- (a) the Deposit together with interest earned, if any, shall be released immediately to the Buyers; and
- (b) after the Buyers have received the Deposit together with interest earned, if any, this Agreement shall be null and void and neither Party shall have any claim against the other Party.

21. Sanctions

- (a) For the purposes of this Clause:
 - (i) "Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.
 - (ii) "Sanctioning Authority" means the United Nations, European Union, United Kingdom, the United States of America, or other applicable competent authority or government.
 - (iii) "Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.
- (b) Each Party warrants to the other Party that, as at the date of this Agreement and continuing until Delivery it is:
 - (i) not a Sanctioned Party; and
 - (ii) acting as principal and not as agent, trustee or nominee of any person who is a Sanctioned Party.
- (c) The Sellers warrant to the Buyers that, as at the date of this Agreement and continuing until Delivery, the Vessel is not a Sanctioned Party and is not and will not be employed in any Sanctioned Activity.
- (d) Breach of this Clause shall entitle the Party not in breach to terminate this Agreement and/or claim damages resulting from the breach.

22. Anti-Corruption

- (a) The Parties agree that in connection with the performance of this Agreement they shall each comply at all times with all applicable anti-corruption legislation.
- (b) If either Party fails to comply with any applicable anti-corruption legislation:
 - (i) it shall defend and indemnify the other Party against any fine, penalty, liability, loss or damage arising from such breach; and
 - (ii) if such breach causes the non-breaching Party to be in breach of any applicable anti-corruption legislation, the non-breaching Party shall be entitled to terminate this Agreement and thereafter claim damages resulting from the breach.

23. Confidentiality

- (a) Except to the extent required by law or any legal or regulatory or stock exchange authority of competent jurisdiction, or to the extent necessary for the purposes of exercising, enforcing or performing any rights or obligations under or in connection with this Agreement, each Party shall treat as confidential, and each shall procure that its officers, employees and representatives treat as confidential, the existence and provisions of this Agreement and all documents and information that they obtain in connection with this Agreement.
- (b) A breach of subclause 23(a) shall not give either Party the right to terminate this Agreement.
- (c) This Clause shall survive the termination of this Agreement.

24. Notices and Communications

- (a) All notices and other communications under or in connection with this Agreement shall be in writing in the English language.
- (b) Save where the provisions of subclause 26(f) apply, all notices and other communications shall be sent to the person(s) and using the contact details for the Buyers and the Sellers stated in Box 21 and Box 22 respectively.

25. Entire Agreement

- (a) This Agreement constitutes the entire agreement between the Parties and supersedes all previous agreements, understandings and arrangements between them, whether in writing or oral, in respect of its subject matter.
- (b) Each Party acknowledges that it has not entered into this Agreement in reliance on, and shall have no remedies in respect of, any representation, statement, assurance or warranty that is not expressly set out in this Agreement.
- (c) Any term, condition, representation, statement, assurance or warranty capable of being implied into this Agreement by any applicable custom, statute or law is hereby excluded to the extent that such exclusion can legally be made.
- (d) Nothing in this Agreement purports to limit or exclude any liability for fraud.

26 BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Part I and this is the clause that shall apply.

- (a) This contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this contract shall be referred exclusively to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this clause. The seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the parties may agree) the parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.
- (e) The terms, procedures and rules referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, 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 address of the Sellers stated in Box 23 and of the Buyers stated in Box 24, respectively.

Either Party shall be entitled to change and/or add to the e-mail addresses by sending notice of change to the other Party at the address in Box 23 and Box 24 respectively (or, if previously amended by notice, the relevant amended addresses).

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

27. BIMCO Electronic Signature Clause 2021

- (a) For the purpose of this Clause "Electronic Signature" shall mean data in electronic form which is attached to or logically associated with other data in electronic form and which is used by a signatory to sign and includes, without limitation, typing a name into a contract, inserting a signature (in the form of an image) into a contract or using a web-based electronic signature platform to generate an electronic representation of a handwritten signature or a digital signature using public key encryption technology.
- (b) The Parties agree that this Agreement, and any documents to be signed in connection herewith, may be electronically signed and the use by a Party of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of that Party's intention to be legally bound as if such signature had been written by hand.
- (c) In the event that an Electronic Signature is, for any reason whatsoever, not recognised by any relevant person, entity or authority in any applicable jurisdiction, each Party undertakes, upon request, to promptly provide a handwritten signature on any relevant document.
- (d) This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A counterpart bearing an Electronic Signature shall satisfy the requirements of this Clause.

PART 1 – SELLERS' DELIVERY DOCUMENTS

(In each case to be provided as an original unless otherwise stated):

1. Legal Bill(s) of Sale in a number and form as required by the Buyers' Flag Registry, transferring title of the Vessel and stating that the Vessel is free from all mortgages, encumbrances and maritime liens or any other debts whatsoever, duly notarised and legalised or apostilled, as required by the Buyers' Flag Registry.
2. Copies of all relevant corporate documents and evidence that all necessary corporate, shareholder and other action has been taken by the Sellers to authorise the execution, delivery and performance of this Agreement and the Deposit Holding Agreement.
3. Power of Attorney of the Sellers appointing one or more representatives to act on behalf of the Sellers in the performance of this Agreement and the Deposit Holding Agreement duly notarised and legalised or apostilled.
4. An emailed copy of the Certificate or Transcript of Registry issued by the competent authorities of the Vessel's Flag Registry on the date of Delivery evidencing the Sellers' ownership of the Vessel and that the Vessel is free from registered mortgages and other registered encumbrances, with the original to be sent to the Buyers as soon as possible after Delivery.
5. Declaration of Class or (depending on the Classification Society) a Class Maintenance Certificate issued within three (3) Banking Days before Delivery confirming that the Vessel is in class free of condition/recommendation (save for any conditions/recommendations which are permitted under subclause 8(i) of this Agreement).
6. Certificate of Deletion of the Vessel from the Vessel's Flag Registry or other official evidence of deletion appropriate to the Vessel's Flag Registry at the time of Delivery, or, in the event that the Vessel's Flag Registry does not as a matter of practice issue such documentation immediately, a written undertaking by the Sellers to effect deletion from the Vessel's Flag Registry forthwith and to provide a certificate or other official evidence of deletion to the Buyers promptly and latest within four (4) weeks after payment of the Purchase Price and Delivery.
7. A copy of the Vessel's Continuous Synopsis Record certifying the date on which the Vessel ceased to be registered with the Vessel's Flag Registry, or, in the event that the Vessel's Flag Registry does not as a matter of practice issue such certificate immediately, a written undertaking from the Sellers to provide the copy of this certificate promptly upon it being issued together with evidence of submission by the Sellers of a duly executed Form 2 stating the date on which the Vessel shall cease to be registered with the Vessel's Flag Registry.
8. Commercial Invoice for the Vessel.
9. Commercial Invoice(s) for Bunkers, Oils and Greases.
10. A copy of the Sellers' notification to their satellite communication provider cancelling the Vessel's communications contract which is to be sent to such provider immediately after Delivery.
11. Any additional documents as may reasonably be required by the competent authorities of the Buyers' Flag Registry for the purpose of registering the Vessel which may reasonably be obtained by the Sellers, provided the Buyers notify the Sellers of any such documents as soon as possible after the date of this Agreement and in any event by no later than the date falling two (2) days after the Buyers' receipt of the Sellers' earliest delivery notice under Clause 11 (Delivery Notices).

PART 2 – BUYERS' DELIVERY DOCUMENTS

(In each case to be provided as an original unless otherwise stated):

1. Copies of all relevant corporate documents and evidence that all necessary corporate, shareholder and other action has been taken by the Buyers to authorise the execution, delivery and performance of this Agreement and the Deposit Holding Agreement.
2. Power of Attorney of the Buyers appointing one or more representatives to act on behalf of the Buyers in the performance of this Agreement and the Deposit Holding Agreement, duly notarised and legalised or apostilled.

PART 3 – PROTOCOL OF DELIVERY AND ACCEPTANCE

In accordance with subclause 16(d) of this Agreement, a protocol of delivery and acceptance.

ANNEX B (EXCLUDED ITEMS LIST)

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