


# SHANGHAI HIGHWOODS SHIP CO., LTD.

<h2>VOYAGE APPOINTMENT AGREEMENT</h2> <p style="text-align: right;">Part I</p>	
 <p style="font-size: small;">Scan the QR code above to add me on LinkedIn!</p>	<p>1. Agreement No. DD-MM-YYYY-TL-00X</p>
<p>2. Agent (full style and address)                      Company: Shanghai Highwoods Ship Co., Ltd.                      Legal representative: William Peng                      Phone No.: +86 18217175747                      Email address: vts@shorefacility.com                      Rm 3832 Building. 555, No.3111 Ring (W) Road Fengxian                      Shanghai China</p>	<p>3. Principal (full style and address)                      Company:                      Legal representative:                      Phone No.:                      Fax No.:                      Email address:                      Address:</p>
<p>4. Vessel Name &amp; IMO:                       (For Annual contract for fleet, the required information are to be listed in <b>Appendix I</b>)</p>	<p>5. Port(s) of call  <b>(For Annual Contract for fleet, if there is no specific information from ship owners or operators, it means China mainland all ports)</b></p>
<p>6. Estimated time of arrival</p>	<p>7. Purpose of call</p>
<p>8. Services (tick the boxes to apply) (Clause 3)</p> <p> <input type="checkbox"/> Inward Clearance of Vessel  <input type="checkbox"/> Outward Clearance of Vessel  <input type="checkbox"/> Cargo Operations  <input type="checkbox"/> Husbandry  <input type="checkbox"/> Port reception facility Service  <input type="checkbox"/> Emergency Preparedness &amp; Response Service  <input type="checkbox"/> Bunker Agency Service  <input type="checkbox"/> Other (specify)  <input type="checkbox"/>  <input type="checkbox"/> </p>	<p>9. Agent's bank details</p> <p>Currency: USD                      Bank: Bank of China Shanghai Gaoqiao Branch                      Address: No.218 Qingxi Road Pudong New District Shanghai China                      Account Number: 440375453891                      Account Name: Shanghai Highwoods Ship Co., Ltd.                      BIC/SWIFT code: BKCH CN BJ 300</p>
<p>10. Remuneration (See Annex A)</p>	<p>11. Funding (See Annex B)</p>
<p>12. Agent contact details                      Shanghai Highwoods Ship Co., Ltd.                      Contact Person: William Peng                      Telephone: +86 18217175747                      Email address: vts@shorefacility.com                      Correspondence address: Rm 602 Blg 13 No. 299 Qingxi Road Pudong Shanghai China 200137</p>	<p>13. Principal contact details                      Company:                      Contact Person:                      Phone No.:                      Fax No.:                      Email address:                      Address:</p>
<p>14. Dispute Resolution (Clause 18 Dispute Resolution Clause)</p>	

# SHANGHAI HIGHWOODS SHIP CO., LTD.

15. Additional Clauses, if any

## AGENCY APPOINTMENT AGREEMENT Part II

It is mutually agreed that this Agreement shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of Part I shall prevail over those of Part II and Annexes A and B to the extent of such conflict but no further.

Signature and Company Stamp (Agent)	Signature and Company Stamp (Principal)
Date:	Date :

### Definitions

“**Agent**” means the party stated in Box 2.

“**Principal**” means the party stated in Box 3.

“**Inward Clearance of the Vessel**” means making arrangements to allow entry of the vessel and shall include, but not be limited to, complying with the requirements of statutory and regulatory authorities and arranging and coordinating the provision of inward port services.

“**Outward Clearance of the Vessel**” means making arrangements to allow departure of the vessel and shall include, but not be limited to, complying with the requirements of statutory and regulatory authorities and arranging and coordinating the provision of outward port services.

“**Cargo Operations**” means activities relating to cargo and passengers and shall include, but not be limited to, coordination of stevedores and terminal operators, reporting cargo to relevant customs authorities and documentation.

“**Husbandry**” means activities relating to the day to day running of the vessel and shall include but not be limited to: attending to the Master and all crew matters; coordination of ship supplies and repairs; and attending to third parties such as classification society and flag state representatives and surveyors.

“**Remuneration**” means the fee, commission or other sum payable to the Agent for performing the services specified in Box 8 or as may otherwise be agreed.

“**Funding**” means the terms on which Remuneration will be paid and Disbursements settled.

“**Disbursements**” means expenses payable to third parties in relation to the port call.

# SHANGHAI HIGHWOODS SHIP CO., LTD.

## AGENCY APPOINTMENT AGREEMENT Part II

### Terms and Conditions

1. The Agent has agreed to act on behalf of the Principal in accordance with this Agreement.
2. The Agent acts at all times as agent for and on behalf of the Principal and has authority to place orders with suppliers as agent for the Principal.
3. The Agent shall perform the services stated in Box 8 with due dispatch but shall not be liable for any loss or damage arising from any delay which the Agent could not reasonably prevent.
4. The Agent shall maintain regular contact with the Master and Principal and keep them fully informed about all matters relating to or affecting the services being provided.
5. The Agent shall liaise with and ensure that third parties including, but not limited to, port and terminal operators, port service providers, and shore authorities are provided with relevant information and timely notices. The Agent shall pass on information provided by the Principal promptly, but is not liable for the accuracy of the information.
6. The Agent shall use best endeavours to encourage shore authorities, port and terminal operators, and port service providers to render their invoices in a timely manner and take prompt action to obtain any invoices that are not provided. The Agent shall check the invoices and make timely payments to the relevant parties.
7. The Agent shall be remunerated as specified in Box 10 in respect of the services specified in Box 8. Remuneration for other services will be agreed between the parties. The Principal is not obliged to use the Agent to perform such other services.
8. Where the Agent has spent time and incurred costs due to unexpected occurrences creating additional work or delay to the Vessel, the Agent shall be reimbursed the actual expenses and paid an appropriate fee for the additional work.
9. Where the Agent has spent time and incurred costs in anticipation of the Vessel's call which is subsequently cancelled, the Agent shall be reimbursed the actual expenses and paid an appropriate fee for the work.
10. Any proforma Disbursements account is a non-binding estimate. The final Disbursements account may vary from the proforma and the Principal is liable to pay the actual Disbursements.

# SHANGHAI HIGHWOODS SHIP CO., LTD.

11. Payment to the Agent shall be in accordance with Box 11. Where applicable, the Principal shall pay by electronic transfer to the Agent's bank account specified in Box 9. If the Principal should fail to comply, the Agent may:
  - (a) at any time give immediate notice of the termination of the agency;
  - (b) inform any suppliers, service providers or authorities that the Agent has not been put in funds;
  - (c) take any necessary measures to detain the Vessel in port until such funds are received; and
  - (d) retain such documents as the Agent has in its possession pending payment.
12. If the Principal fails to make payment in full of any sums due to the Agent on demand or within any period agreed in writing, the Agent shall be entitled to recover interest on any sums outstanding at the rate of 2% above max. LIBOR applicable during the period when the sums are outstanding.
13. The Agent shall be entitled to deduct from the sums held for the Principal's account any amount due from the Principal.

#### 14. *Liability to Principal*

The Agent shall not be liable to the Principal for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of this Agreement, unless same is proved to have resulted solely from the negligence or wilful default of the Agent.

Save where loss, damage, delay or expense has resulted from the Agent's personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result, the Agent's liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten (10) times the Remuneration specified in Box 10 which shall be deemed earned in any event.

#### *Himalaya*

It is hereby expressly agreed that no employee of the Agent (including every sub-contractor from time to time employed by the Agent) shall in any circumstances whatsoever be under any liability whatsoever to the Principal for any expense, loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect, or default on its part while acting in the course of or in connection with its employment and, without prejudice to the generality of the foregoing provisions in this Clause 14, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Agent or to which the Agent is entitled hereunder shall also be available and shall extend to protect every such employee or sub-contractor acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 14 the Agent is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be its servants or agents

# SHANGHAI HIGHWOODS SHIP CO., LTD.

from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.

15. Except to the extent and solely for the amount therein set out that the Agent would be liable under Clause 14, the Principal hereby undertakes to keep the Agent and its employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, loss, damage and expenses (including legal costs and expenses on a full indemnity basis) which the Agent may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.
16. The Agent, with the consent of the Principal, shall have authority to appoint sub-agents to perform services on behalf of the Principal, including such services as may be subject to these conditions, remaining at all times responsible for the actions of the sub-agent.
17. The Agent shall be discharged from all liability whatsoever to the Principal unless suit is brought within one year of the act or default of which complaint is made.
18. The parties agree to refer any dispute arising from this Agreement shall be solved through both parties' mutual negotiation; where no resolution is reached after negotiation, such dispute shall be resolved in accordance with the following:
  - [ ] Submit such dispute to MSA at the port for mediation;
  - [ ] Submit such dispute to the China Maritime Arbitration Commission for arbitrating at Shanghai in accordance with the arbitration rules effective at the time of arbitration;
  - [  ] Bring an action before a court in the People's Republic of China that has jurisdiction.
19. Notwithstanding anything in this Agreement, the Agent or the Principal shall not be required to do anything which constitutes a violation of the laws and regulations of any State to which either of them is subject.

**ANNEX A: REMUNERATION**

---

Signature and Company Stamp (Agent)	Signature and Company Stamp (Principal)
-------------------------------------	---

**ANNEX B: FUNDING**

---

Signature and Company Stamp (Agent)	Signature and Company Stamp (Principal)
-------------------------------------	---

**ANNEX C: SERVICES**

---

Signature and Company Stamp (Agent)	Signature and Company Stamp (Principal)
-------------------------------------	---



**Annexes to Agency Appointment Agreement**

**授权委托书**

**Letter of Authorization**

**(IG LoA dated 6 Decemeber 2011)**

委托人:

Principal:

住所地:

Domicile:

法定代表人:

Legal representative:

联系人:

Contact person:

通讯地址:

Correspondence address:

电话:

Telephone:

传真:

Fax:

电子邮箱:

Email:

代理人（代理公司名称或代理船长姓名\*）：上海潼林船舶有限公司

Agent (name of agency or Master\*): Shanghai Highwoods Ship Co., Ltd.

住所地：上海奉贤环城西路 3111 弄 555 号 4 幢 3832

Domicile: Rm 3832 Building. 555, No.3111 Ring (W) Road Fengxian Shanghai China

法定代表人：彭正清

Legal representative: William Peng

联系人：彭正清

Contact person: William Peng

通讯地址：上海市浦东新区高桥清溪路 299 弄 13 号 602 邮编 200137

Correspondence address: Rm 602 Blg 13 No. 299 Qingxi Road Pudong Shanghai China 200137

电话：+86 18217175747

Telephone: +86 18217175747

电子邮箱：osro@shorefacility.com

Email:osro@shorefacility.com

---

\*委托人仅可以在紧急情况下或者船舶没有预先计划突然需要停靠中国港口时，委托船长代为签订《船舶污染清除协议》

\*The Principal can only authorize the Master to Sign the Agreement under an emergency or when the ship need to call at Chinese ports without a prior schedule.

Pursuant to the requirements of the Regulations of the PRC on Administration of the Prevention and Control of Marine Environment Pollution from Ship, Regulations of the PRC on Emergency

**SHSCL agency version 3.0 dated 23<sup>rd</sup> Oct.2018 9 / 12**

## Annexes to Agency Appointment Agreement

Preparedness and Response on Marine Environment Pollution from Ships and the Detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response, our company hereby appoint your good company (or the Master of the contracted ship) as our agent as defined by Paragraph 3 of Article 18 of the detailed Rules of Maritime Safety Administration of the PRC on the Implementation of the Administration Regime of Agreement for Ship Pollution Response with respect to the signing of the Agreement for Ship Pollution Response (hereafter “the Agreement”) and other relevant issues.

根据《中华人民共和国防治船舶污染海洋环境管理条例》、《中华人民共和国船舶污染海洋环境应急防备和应急处置管理规定》、《中华人民共和国海事局船舶污染清除协议管理制度实施细则》的有关规定要求，我司特授权贵司（或签约船舶的船长）作为我司为《中华人民共和国海事局船舶污染清除协议管理制度实施细则》第18条第三款的规定代理人，代为我司签署《船舶污染清除协议》和处理相关事宜。

The authorization provided to the agent by the means of this letter is limited to the following:

贵司的代理权限如下：

To negotiate with the PRC corresponding qualified ship pollution response organization on terms and clauses of the Agreement and on revision, extension and termination of the Agreement after the Agreement is signed;

与获得中国主管部门认可相应资质的船舶污染清除单位协商《船舶污染清除协议》的条件和条款，以及合同成立之后的对于该合同的修改、延期和终止；

To sign the Agreement for Ship Pollution Response on behalf of our company;

代理我司签署《船舶污染清除协议》；

To submit and to file the signed Agreement with PRC Maritime Safety Administrations in charge.

代理我司向主管海事局提交、报备已签署的《船舶污染清除协议》；

Under the instruction of our company, to pay the ship pollution response retainer fee under the Agreement and to collect the refunding of the said retainer fee according to the signed Agreement on behalf of our company; to receive the receipt of the said retainer fee;

根据我司指示，依据《船舶污染清除协议》之规定，代理我司向船舶污染清除单位支付船舶的协议费，代为收取退回的船舶的协议费；并领取有关付款收据；

To deal with any other issues relevant to the signing of the Agreement as instructed by our company.

## **Annexes to Agency Appointment Agreement**

代为办理我司指示的与签署《船舶污染物清除 协议》有关的其他事务；

This Authorization shall cease to be effective when the contracted ship departs from the service zone for a voyage Agreement, and this Authorization shall cease to be effective for a time Agreement when the term of the Agreement as agreed expires.

在签订航次《船舶污染清除协议》时，本授权委托书自所代理船舶驶离《船舶污染清除协议》的服务区域时失效；在签订固定期限的《船舶污染清除协议》时，本授权委托书在双方约定的合同期限届满时失效。

委托人：

Principal:

法定代表人：

Legal representative:

(Signature of legal representative and company seal)

日期 (Date) :

