

SALES & PURCHASE CONTRACT OF INDONESIAN LATERITE NICKEL ORE

Contract No. 合同号	PRT-YI-KVL/NIO/301-122010
Date 日期	29 th December 2010

THE SELLER Address / 地址 Tel / 电话 Fax 传真 Contact Person 联络人 THE FUNDER Address / 地址 Tel / 电话 Fax 传真 Contact Person 联络人	
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THE BUYER 买方 Address 地址 Tel / 电话 Fax 传真 Contact Person 联络人	
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This Contract is made by and between the Seller and the Buyer, whereas the Seller agrees to sell and the Buyer agrees to buy the under mentioned commodity according to the terms and conditions stipulated below:
 本合同由买卖双方订立,根据本合同规定的条款, 卖方同意出售、买方同意购买如下商品

Terms	Definition
ASTM	American Society for Testing and Materials 美国材料与试验协会
B/L	Means ocean Bill of Lading. 指海运提单
Calculation	A fraction of a cent in any calculation shall be rounded up to the nearest cent if such fraction is one half of a cent or more, and shall be rounded down when otherwise A fraction of tone in any calculation shall be rounded up to the nearest Tone if such fraction is one half of a tone or more, and shall be rounded down when otherwise 本合同所有计算中, 不足 1 美分的, 应四舍五入到美分 本合同所有计算中, 不足 1 公吨的, 应四舍五入到公吨
Cargo	Means nickel ore to be transported 指装运的镍
CCIC	Means China Certification & Inspection (Group) Co., Ltd. And it's work, It's certificate 中国检验认证集团有限公司及其全球分支机构
CIQ	China Entry-Exit Inspection and Quarantine 指中国出入境检验检疫
Ore	Means nickel ore of Indonesia origin
Discharging port	Any main port in the People's Republic of China, appointed by the buyer 由买方指定的中国任一主要港口
CIF	Means cost, insurance and freight as per INCOTERM 2000 price terms latest amendments 遵循(最新修正的) INCOTERMS 2000 相关的定义
ISO	International Standard Organization 国际标准组织
INTERTEK	The mutually agreed Independent Quality and Quantity Survey & Inspection Company at loading port in Indonesia (PT.INTERTEK UTAMA SERVICE)
L/C	Letter of Credit issued by bank 指由银行开立的信用证
Loading port	Port of Indonesia where the vessel anchoring at, or other port as the parties may agree to in written 指船只停泊的印度尼西亚南加港, 或经双方书面同意的其它港口
Metric Tonne / Metric Ton / MT / Tonne	Equals 1,000kilograms 等于 1,000 千克
Others	Unless the context otherwise requires, the singular shall including the plural and vice versa 除非本合同上下文另有要求, 任何词语的单数应包含复数的含义, 反之亦然
Suitable vessel	Means a vessel which is suitable for entering and leaving (after loaded) the loading port always safely afloat and for discharging at the discharging port 指装运船舶, 适于安全地驶入及驶离装货港, 并适于卸货港停泊和货
US\$ / USD	Unless otherwise specified, "US Currency" means the currency of the United States of America freely transferable from and payable to an external account 除非另有规定, 特指美国货币, 可在境外账户间转移和支付
Wet basis	Means lumpy in its natural wet state 指湿基
WMT	Means Wet Metric Ton 湿公吨

CLAUSE 1 第一条	COMMODITY 商品
1.1 Commodity Name 1.1 商品名称	LATERITIC NICKEL ORE
1.2 Country of Origin 1.2 原产地	The seller confirms that the lateritic nickel ore to be supplied against this Nickel shall be from the mines Indonesia 卖方保证合同中所指来自印度尼西亚的红土镍矿
1.3 Packing 1.3 包装	In Bulk 散装

CLAUSE 02 第二条	QUANTITY 数量
2.1 Contract Quantity 2.1 合同数量	1 st shipment 50,000 MT and subsequent of 100,000 per month Metric Tons (+/- 10%) 第一船 50,000 公吨试单 (允许卖方溢短装 +/-10%), 以后 11 个月每月 100,000 公吨,
2.2 Duration 2.2 供货期	12 months shipment. 总计 12 个月。
2.3 Quantity Adjustment 2.3 数量调整	On the basis of above-mentioned total Contract Quantity, at the Buyer's request in writing and agreed by both parties, quantity of shipment for each month may be reallocated. 在上述合同总数量的基础上, 经买方书面要求且双方一致同意后, 每个月的发运数量可以重新分配。

CLAUSE 3 第三条	SPECIFICATION 商品规格																								
3.1 Explanation 3.1 解释	Specifications of Nickel should be analyzed according to ISO / ASTM Standard. 规格应按 ISO 或 ASTM 标准检验																								
3.2 Guaranteed NICKEL Quality 3.2 质量保证	<table border="1"> <thead> <tr> <th>Element 项目</th> <th>Guaranteed 保证</th> <th>Rejection 拒收点</th> </tr> </thead> <tbody> <tr> <td>Ni</td> <td>1.80% min.</td> <td>1.75% below</td> </tr> <tr> <td>Fe</td> <td>12% ~ 18%</td> <td></td> </tr> <tr> <td>MgO</td> <td>30% max.</td> <td></td> </tr> <tr> <td>SiO2</td> <td>40% max</td> <td></td> </tr> <tr> <td>P</td> <td>0.02% max.</td> <td>0.03% above</td> </tr> <tr> <td>S</td> <td>0.02% max.</td> <td>0.03% above</td> </tr> <tr> <td>H2O</td> <td>30.00% max.</td> <td>35.00% above</td> </tr> </tbody> </table>	Element 项目	Guaranteed 保证	Rejection 拒收点	Ni	1.80% min.	1.75% below	Fe	12% ~ 18%		MgO	30% max.		SiO2	40% max		P	0.02% max.	0.03% above	S	0.02% max.	0.03% above	H2O	30.00% max.	35.00% above
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CLAUSE 4 第四条	SHIPMENT 装运
4.1 Latest Date of 1st Shipment 4.1 最迟装运期	Shipment will be within 30 days from L/C date.
4.2 Port of Loading 4.2 装运港	Tambea Port, Sulawesi, Indonesia 印度尼西亚
4.4 Partial Shipment 4.4 分批装运	Not Allowed 不允许
4.5 Transshipment	Not allowed

4.5 转运	不允许
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CLAUSE 05 第五条	Settlement price=basic price+ price adjustment upon quality 结算价格=基础价格+质量调整价
5.1 Basic Price 5.1 基础价格	Clf Tianjin port or Jintangang port USD75.00/WMT 中国天津港到岸价 75 美元/湿公吨
5.2 Price Review 5.2 价格评估	Assuming the month of the 1 st shipment to be the first calendar month, from the second calendar month, the price for three months thereafter would be reviewed and finalized by both parties, and both parties would do their best to renegotiate and agree on a new price. In case the both parties fail to finalize the new price for next quarter by 15 days prior to the beginning of such three months, the Contract can be automatically terminated by any party. The final price should be agreed between two parties 以第一船次所在的月份为第一个月，从第 2 个月起，每 3 个月一次定价，价格由双方协商确定。如果该三个月开始之前第 15 天，双方仍无法确定价格，任何一方均可自动终止本合同。以最终双方确认价格为准
5.3 Price Adjustment 5.3 价格调整	The price shall be adjusted in accordance with Clause 6 基础价格按照本合同第 6 条进行调整

CLAUSE 06 第六条	PRICE ADJUSTMENT – PREMIUM / FORFEIT 价格调整——溢价/罚款
6.1 Price Adjustment Basis and upon quality 6.1 价格调整依据 和质量价格调整	The determination of the quantity and quality of Nickel Ore at the loading port shall be the calculation basis for the Seller's Provisional Invoice. The certificates of determination of quantity and quality should be issued by INTERTEK. The costs required for the determination of the quantity and quality certification thereof shall be borne by the Seller. 以装货港的数量和质量作为卖方临时发票计算凭据。商品检验证书应由 INTERTEK 签发。确定数量以及质量所进行的检验而产生的费用由卖家承担 The Buyer is entitled to make a claim on the Seller for any unconformity with the agreed goods supplying standard on the basis of the result of Inspection Organization (CIQ) at the port of destination. 凡依据卸货港检验机构（CIQ）检验后结果，买方有权向卖方提出不足供货标准的索赔。 6.2 The price adjustment based on the result of inspection organization (CIQ) At the port of destination :

6.2 Ni	If the Ni content is higher than 1.8%, the bonus is USD 0.80/Wet MT for each 0.01% Ni content higher, pro rata. 如镍含量超过 1.8%，则奖金将按比例计算，每高 0.01%的镍含量的奖金为 0.50 美元/湿公吨 If the Ni content is lower than 1.8%, the bonus is USD 0.50/Wet MT for each 0.01% Ni content higher, pro rata. 如镍含量低于 1.8%，则奖金将按比例计算，每高 0.01%的镍含量的奖金为 0.50 美元/湿公吨 If the Ni content is below 1.75%, the Buyer has the absolute right to reject the cargo or accept it under different conditions and terms that will be re-negotiated. 如镍含量低于 1.75%，买方有绝对的权利拒收货物，或在双方进行商议后，
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	根据不同条件接受货物。
H2O	<p>If the moisture is higher than 30%, Seller will be charged a penalty of USD 0.50/Wet MT for each 1% of H2O above 30%; if the moisture is lower than 30%, Buyer will give the Seller a bonus of USD 0.50/Wet MT for each 1% of H2O below 30%.</p> <p>如水分含量高于 30%，每高 1%，卖方将被处以 0.50 美元/湿公吨的罚金。如水分含量低于 30%，每低 1%，买方将给卖方 0.50 美元/湿公吨的奖金。</p>
P & S	<p>When the moisture level is more than 35%, Buyer has the absolute right to reject the cargo or accept it under different conditions and terms that will be re-negotiated.</p> <p>如水分含量达到 35%以上，买方有绝对的权利拒收货物，或在双方进行商议后，根据不同条件接受货物。</p> <p>If the P & S each is higher than 0.02%, Seller will be charged a penalty of USD 0.50/DMT for each 0.01% of P & S above 0.02%</p> <p>如 P&S 含量高于 0.02%，每高 0.01%，卖方将被处以 0.50 美元/公吨的罚金。</p> <p>When the P & S level is more than 0.03%, Buyer has the absolute right to reject the cargo or accept it under different conditions and terms that will be re-negotiated.</p> <p>如 P&S 水分含量达到 0.03%以上，买方有绝对的权利拒收货物，或在双方进行商议后，根据不同条件接受货物。</p>

CLAUSE 7 第七条	TERMS OF PAYMENT 付款条款
7.1 Letter of Credit (L/C) and Performance Bond (PB) 7.1 信用证和履约保	<p>The Buyer shall send the Seller a copy of L/C Application Form for issuing L/C within 3 (three) working days after the signature of the contract by both parties. Once the content of the above copy of L/C Application Form is confirmed and accepted by the Seller, the Buyer shall issue a non-operative irrevocable, transferrable L/C 100% (98% at site) within 3 (three) working days. The Seller shall issue a performance bond covering 2% of the total amount of L/C in favor of Buyer within 3 (three) working days to automatically activate the Buyer's letter of Credit, in the mode of SWIFT via Buyer's Bank to the Seller's Bank within 3 (three) working days.</p> <p>双方签订合同后，买方应该在 3 个工作日之内发给卖方一份用于开信用证的信用证申请表的副本，98%见票即付。上述信用证申请表格的副本一经卖方确认并接受后，买方应该在 3 个工作日内开出一份暂不生效的、不可撤销的、可转让的 100%即期信用证，卖方应该在 3 个工作日之内向买方银行开出一份以买方为受益人的覆盖信用证全部金额 2%的履约保证函（履约保函格式须经过买方的确认），并自动的激活买方开出的信用证。</p> <p>The final 2% balance payment shall be accompanied by the documents outlined at 8-1 provided by the Seller based on the CIQ reports at discharging port on Weight and quality by issued L/C</p> <p>剩余的 2%尾款支付应以卸货港 CIQ 提供的质量，重量证明为依据并且卖方需提供的 8.1 条款中的单据。</p>
7.2 L/C TERMS 7.2 信用证条款	<ul style="list-style-type: none"> a) A tolerance of 10% more or less on quantity and amount is allowed b) Third party B/L and documents is acceptable, except commercial invoice and draft bill of exchange c) Partial shipment is not allowed d) Transshipment is not allowed e) Documents must be presented within 15 working days from B/L date for negotiation or payment. f) All banking charge outside the L/C opening bank is on the account of the beneficiary of L/C

	<p>g) Should any amendments to the Letter of Credit be requested once it has been issued, then the Party requesting the change should be cover the expenses</p> <p>h) L/C shall be opened fully operative by swift and no further confirmation is required</p> <p>i) L/C shall be subject to Uniform Customs and Practice for Documentary Credits, 2007 Revision (UCP 600)</p> <p>j) If there is any premium/forfeit, the price adjustment will be done in the issued L/C payment</p> <p>a) 允许在数量和金额上有 10%的增减</p> <p>b) 除商业发票和汇票外，第三方海运提单和文件可接受</p> <p>c) 不允许分批装运</p> <p>d) 不允许转船。</p> <p>e) 文件须在提单日起 15 个工作日内提交银行议付或付款</p> <p>f) 开证行以外的银行费用由受益人承担</p> <p>g) 如果信用证在开出之后被要求修改，要求修改方须承担信用证的修改费用。如果该修改是为了使信用证遵循合同的规定，修改信用证的费用将由过错方承担</p> <p>h) 信用证以 SWIFT 方式开出，无需进一步确认即可生效</p> <p>i) 信用证遵循 2007 年 7 月 1 日实施的 UCP600 跟单信用证统一惯例</p> <p>j) 如出现溢罚价格，将在信用证中体现</p>
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CLAUSE 8-1 第八条-1	DOCUMENTS REQUIRED FOR PAYMENT 付款时需提交的文件
	<p>98% Provisional Payment documents:</p> <p>a. 1 ORIGINAL AND 2 COPIES OF SIGNED PROVISIONAL INVOICE WITH THE FIRST MARKED ORIGINAL 1 份正本 2 份副本签署了的临时发票</p> <p>b. CERTIFICATE ISSUED BY BENEFICIARY INDEMNIFYING THE APPLICANT THAT THE SHIPMENT CONFIRMED TO BE DELIVERED AS PER TERMS IN THE CONTRACT. THE CERTIFICATE MUST INCLUDE THE ACTUAL SHIPMENT DATE OF THE GOODS, NAMED LOADING PORT , DISCHAGRE PORT, ESTIMATED TIME DEPARTURE (ETD), ESTIMATED TIME ARRIVAL(ETA) AND VESSEL NAME. 出具受益人给予申请人的补偿书，补偿书必须包括这批货物确认交付合同条款，实际的装运货物日期，起运港名称，DISCHAGRE 港口，预计离境时间，估计到达时间和船舶名称</p> <p>c. 3 ORIGINALS AND 2 COPIES OF SELLER'S SIGNED AND STAMPED COMMERCIAL INVOICES, WHICH SHOULD INDICATE THIS CONTRACT NO. AND L/C NO. 卖方签字并盖章的商发票，发票应注明本合同编号和信用证号码，3 份正本 2 份副本</p> <p>d. FULL SET OF CLEAN ON BOARD CHARTER PARTY BILL OF LADING MADE OUT TO ORDER AND BLANK ENDORSED, MARKED " FRIEIGHT AS PER CHARTY PARTY " AND NOTIFY THE BUYER, 3 ORIGINALS AND 2 COPIES. 全套已装船清洁租船海运提单，空白背书，标明“运费按照租船协议”、通知方为买方，3 份正本 2 份副本</p> <p>e. 2 ORIGINAL AND 2 COPIES OF THE CERTIFICATE WEIGHT ARE ISSUED BY INTERTEK AT LOADING PORT IN INDONESIA. 印尼装货港由 INTERTEK 出具的重量证明，2 份正本 2 份副本</p> <p>f. 3 ORIGINAL AND 2 COPIES OF SELLER'S SIGNED AND STAMPED PACKING LIST / WEIGHT MEMO.</p>

	<p>卖方签字并盖章的装船单/重量单，3 份正本 2 份副本</p> <p>g. 2 ORIGINAL AND 2 COPIES OF CERTIFICATE OF ORIGIN ARE ISSUED BY INDONESIAN CHAMBER OF COMMERCE OR ANY OTHER COMPETENT GOVERNMENT AUTHORITY.</p> <p>印尼商会或其它政府主管部门签发的原产地证，2 份正本 2 份副本</p>
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	<p>h. 3 ORIGINAL AND 2 COPIES OF CERTIFICATE OF SAMPLING AND ANALYSIS ISSUED BY INTERTEK AT LOADING PORT IN INDONESIA</p> <p>印尼装货港由 INTERTEK 根据标准出具的质量检验证书，表明所有检验指标均符合本合同条款规定的保证值，3 份正本 2 份副本</p> <p>i. 3 ORIGINAL AND 2 COPIES OF CERTIFICATE OF DRAFT SURVEY ARE ISSUED BY INTERTEK AT LOADING PORT IN INDONESIA</p> <p>印尼装货港由 INTERTEK 出具的水尺检定证书，3 份正本 2 份副本</p> <p>The SELLER shall fax the above-mentioned documents to the Buyer within 24 hours after vessel departure.</p> <p>卖方必须在装船后 24 小时内传真上述整套单据给买方。</p> <p>2% Final Payment documents:</p> <p>a. Final invoice 3 originals and 2 copies</p> <p>最终结算商业发票，3 正两副</p> <p>b. CIQ inspection report at discharging port on quality and quantity, 2 photocopies with the stamp of the Seller.</p> <p>卸货港 CIQ 重量和质量证书，复印件 2 份，并加盖卖方公章</p>
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<p>CLAUSE 8-2</p> <p>第八条-2</p>	<p>Provisional payment and Final payment</p>
<p>Provisional payment and Final payment</p> <p>暂定付款和最终付款</p>	<p>A) The said Letter of Credit shall be payable by opening bank against Seller's draft at sight for the amount of 98% (ninety eight percent) of the CNF value accompanied by the documents as stipulated in Clause 8. The shipment inspection weight certificate issued by INTERTEK, by survey of ship's draft together with the certificate of analysis of sample of INTERTEK, shall be basis for seller's provisional invoice.</p> <p>临时付款凭卖方汇票以及条款 8 所规定文件通过信用证即期支付，金额为 98%装运货物价值。INTERTEK 通过水尺计重得出的重量检验报告以及化验报告作为临时付款依据。</p>

<p>CLAUSE 9</p> <p>第九条</p>	<p>WEIGHING</p> <p>计重</p>
<p>9.1 Weight Analysis at Loading Port</p> <p>9.1 装运港重量计量</p>	<p>At loading port, at Seller's expense, the Seller shall apply INTERTEK to measure the weight of shipment cargo by draft survey. The Certificate of Weight issued by INTERTEK at loading port shall be calculation basis for the Seller's Provisional Invoice.</p> <p>The buyer may, at Buyer's expense, have its representatives be present at the time of measurement at loading port.</p> <p>在装运港，卖方应指定 INTERTEK 装运货物重量进行检验，重量由水尺检验决定，费用由卖方承担。卖方临时发票以 INTERTEK 出具的重量检验证书为临时付款凭据。</p> <p>在装运港的检验过程中，买方可以委派代表到场，费用由买方承担。</p>
<p>9.2 Weight Analysis at</p>	<p>At discharging port, the Buyer shall, at Buyer's own expense, appoint CIQ to</p>

<p>Discharging Port 9.2 卸货港重量计量</p>	<p>determine the weight of shipment cargo by draft survey. The Certificate of Weight issued by CIQ at discharging port shall be final and binding to both parties and be the calculation basis for Seller's Final Commercial Invoice.</p> <p>在卸货港，买方应指定 CIQ 对货物重量进行检验，重量由水尺检验决定，费用由买方承担。CIQ 在卸货港出具的重量检验证书是最终的，对双方都有约束力，而且是卖方最终结算的商业发票的计算依据。</p> <p>The Seller may, at Seller's expense, have its representatives be present at the time of such inspection at discharging port.</p> <p>在卸货港的检验过程中，卖方可以委派代表到场，费用由卖方承担。</p>
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<p>CLAUSE 10 第十条</p>	<p>QUALITY DETERMINATION, SAMPLING AND ANALYSIS 质量检验、抽样及分析</p>
<p>10.1 At Loading Port 10.1 装运港</p>	<p>At loading port, at Seller's expense, the Seller shall apply INTERTEK to take sample and conduct analysis of the shipment cargo and determine the specifications stipulated in CLAUSE 3. The sampling and analysis method by INTERTEK at loading port, shall comply with ISO / ASTM standards. INTERTEK shall prepare and hold an Arbitration Sample for three months. The Certificate of Quality issued by INTERTEK at loading port shall be the calculation basis for Seller's Provisional Invoice</p> <p>The Buyer may, at Buyer's expense, have its representatives be present at the time of such inspection at loading port</p> <p>在装运港，卖方应指定 INTERTEK 对货物进行抽样和分析，并得出合同第 3 条中所列的规格参数，费用由卖方承担。INTERTEK 应按照 ISO 或 ASTM 标准进行取样和分析。INTERTEK 将保留一份仲裁样本，该样本将保留三个月。卖方临时发票以 INTERTEK 出具的质量检验证书为临时付款计算凭据</p> <p>在装运港的检验过程中，买方可以委派代表到场，费用由买方承担</p>
<p>10.2 At Discharging Port 10.2 卸货港</p>	<p>The sampling and analysis by CIQ at the discharging port shall in accordance with ISO or ASTM standard. CIQ shall prepare and hold an Arbitration sample for three months. CIQ shall prepare and hold an Arbitration Sample for three months. The Certificate of Quality issued by CIQ at discharging port shall be final and binding to both parties and shall be the determination of deduction or bonus.</p> <p>在卸货港 CIQ 应按照 ISO 或 ASTM 标准进行取样和分析。CIQ 将保留一份仲裁样本，该样本将保留三个月。CIQ 在卸货港出具的质量检验证书是最终的，对双方都有约束力，而且是作为扣款的依据。</p> <p>The Seller may, at Seller's expense, have its representatives be present at the time of such inspection at discharging port.</p> <p>在卸货港的检验过程中，卖方可以委派代表到场，费用由卖方承担。</p> <p>At discharging port, the Buyer shall, at Buyer's expense, appoint CIQ to take sample and conduct analysis of the shipment cargo and determine the specifications stipulated in Clause 3.</p> <p>在卸货港，买方应指定 CIQ 对货物进行抽样和分析，并得出合同第 3 条中列出的规格参数，费用由买方承担。</p>

<p>CLAUSE 11 第十一条</p>	<p>BANKING INFORMATION 银行信息</p>
<p>11.1 The Buyer's Bank 11.1 买方银行</p>	
<p>11.1.1 Bank Name 11.1.1 银行名称</p>	

11.1.2 Bank Address 11.1.2 银行地址	
11.1.3 Tel/Fax No. 11.1.3 电话/传真	+
11.1.4 Swift Code 11.1.4 代码	
11.1.5 Account No 11.1.5 银行户口	
11.2 The Seller's Bank 11.2 卖方银行	
11.2.1 Bank Name 11.2.1 银行名称.	
11.2.2 Bank Address 11.2.2 银行地址	
11.2.3 Tel 电话 11.2.3 Fax 传真	
11.2.4 Account Name:	
11.2.5 Swift Code	
11.2.6 .BSB	
11.2.5 Account No: 11.2.5	

CLAUSE 12 第十二条	ADVICE OF SHIPMENT 装船通知
	<p>The Seller shall, upon completion of loading, advise the Buyer within 24 hours after the B/L date by fax or by email, indication the name of commodity, Contract No., L/C No., B/L date, B/L No., ETA date and approximate weight at the loading port.</p> <p>卖方应在装船完毕后 24 小时内以传真或电邮方式通知买方，内容应注明货物名称、合同号、发票金额、信用证号、船名、预计抵达日期、提单日期、提单号及装运港提单重量。</p>

CLAUSE 13 第十三条	INSURANCE 保险
	<p>Insurance will be covered by the seller from the time the Nickel is loaded on board the vessel</p> <p>卖方需为货物购买保险，保险时间从货物装上船只开始。</p>

CLAUSE 14 第十四条	CONDITIONS OF SHIPMENT & LOADING TERMS 运输情况及装货条款
14.1 Notice of Readiness (NOR) 14.1 备装通知书	<p>Notice of Readiness to unload shall be tendered by the vessel or vessel's agent after the vessel's arrival at the discharging port, and when in free pratique, whether in berth or not, during office hours excluding Saturday afternoons (13:00~24:00), Sundays and Holidays (00:00 - 24:00)</p> <p>卸货准备通知书须在船只到达港口时由船只或者船只代理人递交，准备通知书应在通过检验检疫后，无论船只是否在泊，应在办公时间内递交，不包括</p>

	星期六下午（13:00～24:00），周日和节假日（00:00～24:00）
14.2 Lay time 14.2 装货时间	Lay time at the discharging port shall commence twenty-four (24) consecutive hours after Notice of Readiness is tendered, whether in berth or not, unless sooner commenced. If unloading is commenced sooner, laytime shall count from the time of actual unloading. In case turn time expires on Saturday afternoons, Sundays or Holidays, lay time shall commence from 09:00 hours on the next working day. Lay time shall end at the point of time when the unloading work has been completed 无论船只是否在泊，装卸时间从准备通知书递交后 24 小时后开始计算，除非很快可以开始卸货。如果很快可以开始卸货，以实际装载的时间计入卸货时间。如果时间在星期六下午，星期日或假期届满，装卸时间应于下一个工作天 09.00 开始。卸货时间在卸货完毕时终止计算。
14.3 Loading Rate 14.3 装货速率	Not applicable

14.4 Discharging rate 卸货率	CQD terms at discharge port or 12,000 metric tonnes WWD SHINC 卸货港卸货率为 12,000 吨每晴天工作日（星期日和假日包括在内）
14.5 Demurrage / Dispatch 14.5 滞期 / 速遣	As per Charter Party 滞期和速遣费按租船合约
14.6 Suitable vessel 14.6 适于装运船舶	The Vessel shall be single-deck bulk carriers, geared or gearless, suitable for loading in main holds only and must comply with applicable laws and regulations including customs and regulations at discharging port and aged maximum 25 years and classed highest Lloyds or equivalent. In case the vessel has any problem incurred due to vessel's equipment, it is the Seller's responsibility for the time/expenses required to settle such problem. 船只须为有齿轮或无齿驱动适合装运的单层散装货轮，货轮须符合现行的法律法规，包括海关条例和卸货港的规章，货轮不得有超过 25 年的使用历史，船只须为最高的劳埃德级别船只或者相当级别的船只。如果因该船只的设备而引起的任何问题，由卖方承担解决问题的时间和经费。

CLAUSE 15 第十五条	TITLE AND RISK OF LOSS 货物所有权和灭失的风险
	Title and all risk of loss and damage with respect to the Ni shall pass from the Seller to the Buyer in accordance with the CIF provisions of INCOTERMS 2000 (as latest amendment.) 红土镍矿的所有权，所有灭失和毁损风险，从卖方转移给买方须遵循最新修订的 INCOTERMS 2000 关于 CIF 的规定

CLAUSE 16 第十六条	QUALITY / QUANTITY DISCREPANCY AND CLAIM 品质 / 数量异议与索赔
	In case the quality and /or quantity are not in conformity with the contract after analysis in discharging port, the Buyer may lodge claim to the Seller supported by survey report issued by CIQ, with exception, however, of those claims for which the insurance company and/or the shipping company are to be held responsible. The Buyer should file claim for quality discrepancy within 30 days after arrival of the cargo at destination port, while the quantity discrepancy claim should be filed by the Buyer within 15 days after arrival of the cargo at destination port. The Sellers shall, within 15 days upon receipt of the claim notification, reply to the Buyer. 货到目的港后，买方如发现货物品质 / 或数量 / 重量与合同规定不符，除属

	于保险公司及 / 或船公司的责任外, 买方可以凭 CIQ 出具的检验证明向卖方提出索赔, 品质索赔必须于货到目的口岸之日起 30 天内提出, 数量 / 重量索赔须于货到目的口岸之日起 15 天内提出, 卖方应于收到索赔通知后 15 天内答复买方
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CLAUSE 17 第十七条	FORCE MAJEURE 不可抗力
	If at any time during the existence of this contract either party is unable to perform in whole or in part any obligations under this contract because of war, warlike conditions, riots, hostilities, military operations of civil commotion, sabotage, quarantine, restriction, acts of any character of God and acts of government (including but not restricted to prohibition of export or import), fires, floods, explosions, epidemics, strikes, or any labor disputes, blockade, embargoes, then the date of fulfillment of any obligation shall be postponed during the time when such circumstances are operative.

	<p>If operation of such circumstances exceed three months, either party shall have the right to refuse further performance of the contract in which case neither party shall have the right to claim eventual damages.</p> <p>The party which is unable to fulfill its obligations under the present contract must within 10 days of occurrence of any of the causes mentioned in this CLAUSE, inform the other party of the existence or termination of the circumstances preventing the performance of the contract. Certificate issued by the Chamber of Commerce or any other relevant Government Authority in the country of Seller or Buyer shall be sufficient proof of the existence of the above circumstances and their duration.</p> <p>由于战争、战争对峙状态、暴乱、战争行动、内战军事行动, 破坏活动、瘟疫的疫情限制、人力不可控制的天灾和政府行为 (包括但不限于禁止出口或进口) 如, 火灾、洪水、爆炸、流行病、罢工, 或者所有劳资纠纷, 封锁和禁运行为, 那么履行合同义务的日期在发生上述情况时应延期</p> <p>如果这种情况超出三个月, 任何一方有权拒绝继续履行该合同, 而另一方将没有权利要求对方赔偿损失。</p> <p>发生不可抗力而导致无法履行合同的一方必须在本条款提到的上述情况发生后 10 天内通知对方因发生上述情况而无法执行此合同, 并提供由当地商会或政府出具的有关不可抗力发生和延续情况的证明文件。</p>
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CLAUSE 18 第十八条	LIQUIDATED DAMAGES 违约责任
	<p>If Seller fails to commence loading of Coal at the Port of Loading on or before the last date in the laycan for that shipment as specified in Clause 14, Seller may load such shipment within the immediately succeeding twenty one (21) day period, in which case Seller shall pay liquidated damages to Buyer for each day's delay at the rate of 0.5% times the price amount of the shipment, including prorated amounts for fractions of a day's delay</p> <p>如果卖方未能第 14 条规定的时间内交货, 卖方如果立即在 21 (21) 天内成功装卸, 在这种情况下卖方应支付买方该船违约金为每天利率在 0.5% 乘于货物的价格金额, 包括一天的延迟按比例数额</p>

CLAUSE 19 第十九条	ARBITRATION 仲裁
	All disputes in connection with this contract or the execution thereof shall be

	<p>settled amicably by friendly negotiation between two contractual parties. If no settlement can be reached, the case in dispute shall be submitted for arbitration to Hong Kong International Arbitration Center in Hong Kong, whose decision shall be taken as final and bind to both parties. The cost of arbitration shall be borne by the losing party</p> <p>本合同或有关合同的执行或违约而引起的任何争议或矛盾买卖双方本着友好的原则互相协商</p> <p>如果双方通过协商仍不能解决争议，则该争议应递交香港国际仲裁中心，按其仲裁规则进行仲裁，该仲裁对双方都是最终的，仲裁地在香港。仲裁费用由败诉一方承担</p>
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<p>CLAUSE 20 第二十条</p>	<p>GOVERNING LAW 管辖法规</p>
	<p>This contract shall be governed in accordance with ICC rules and existing Laws of Hong Kong</p> <p>本合同受 ICC 规则和 Hong Kong 法律管辖</p>

<p>CLAUSE 21 第二十一条</p>	<p>LANGUAGE 语言</p>
	<p>This contract is written both in English and Chinese languages with equal legal validity</p> <p>本合同用中文和英文写成，两种语言文本均有同等法律效力</p>

<p>CLAUSE 22 第二十二条</p>	<p>VALIDATION AND ALTERATION 生效和变更</p>
	<p>This contract shall become effective when the duly authorized representatives of the Seller and the Buyer sign thereon. Any changes, modification in or addition to the terms and conditions of this contract shall become effective only when confirmed by both parties in written</p> <p>本合同由买卖双方授权人签署后生效。任何对合同条款的变动、修改或附加合同条件均需买卖双方的书面确认才能生效</p>

<p>CLAUSE 23 第二十三条</p>	<p>ASSIGNMENT 转让</p>
	<p>This Contract is binding on the Parties and their successors, transferees and consignees, but this Contract shall not be assigned or transferred by Seller or Buyer, in whole or in part, either voluntarily or by operation of law, without written consent of the other Party being first obtained; however such consent to assignment shall not be unreasonably withheld</p> <p>此合同对买卖双方及其继承人，受让人都具有约束力，但是，在未获得另一方同意转让的书面文件之前，此合同不能由买方或者卖方部分或者全部，自愿或者由于法律关系单方面转让；然而任何一方不应对转让行为无理阻挠</p>

<p>CLAUSE 24 第二十四条</p>	<p>MUTUAL COLLABORATION 相互协作</p>
	<p>The Seller and the Buyer recognize that circumstances may arise which could not have been foreseen at the time this Contract was entered into and agree that they will make their best to solve any problems due to such unforeseeable circumstances in a spirit of mutual understanding and collaboration</p> <p>卖方和买方承认可能会出现在本合同签订之时所无法预见的情形，并同意他</p>

	们将本着相互谅解和协作的精神尽其最大努力解决因任何此类无法预见情形而产生的问题
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CLAUSE 25 第二十五条	TAXES 税费
25.1	All taxes and duties in connection with and in the performance of the Contract levied by Chinese government on the Buyer in accordance with the tax laws of People's Republic of China shall be borne by the Buyer 中国政府根据中国税法对买方征收的与执行合同有关的一切税费，均应由买方负担
25.2	All taxes and duties levied by Chinese government on the Seller, in connection with and in the performance of the Contract, according to Chinese tax laws and the agreement between the government of the People's Republic of China and the government of the Seller's country for the reciprocal avoidance of double taxation and the prevention of fiscal evasion with respect to taxes on income, shall be borne by the Seller 中国政府根据中国税法和中国政府与卖方国家政府之间签署的避免所得税双重征税及防止偷漏税的协定对卖方征收的与执行合同有关的一切税费，均应由卖方负担

25.3	All taxes and duties arising outside PRC in connection with and in performance of the Contract shall be borne by the Seller 在中国境外发生的与执行合同有关的一切税费，均应由卖方负担
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CLAUSE 26 第二十六条	NOTICES 通知
	Any notice given by one Party to the other shall be in the Chinese language or English language and sent by facsimile or email. Any notice sent by facsimile or email shall be deemed received on the day of transmission 任何一方给另一方的通知语言必须用中文和英语，通过传真或者电子邮件，任何通过传真或者电子邮件的通知应被视为在传输当日即已收到

CLAUSE 27 第二十七条	CONFIDENTIALITY 保密约定
	The Parties agree to keep all details of this transaction confidential. 双方同意对本次交易的所有资料保密

THE SELLER 卖方签章

THE BUYER 买方签章

Signature of / 签署人
Title / 职务 Director

Signature of / 签署人
Title / 职务: General Manager

Name /名

Name /名:

Seller's initial:

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Buyer's initial :