Loading terms-Aluminium Hydroxide – $Al(OH)_3$

vimetco alum

Loading terms for bulk aluminium hydroxide

The Buyer shall furnish or arrange to furnish the river vessel necessary to deliver Aluminium hydroxide in accordance with this Agreement at the Seller's loading facility/other loading terminal in Tulcea.
The river vessel have to be fully suitable to load Aluminium hydroxide, with covered, clean hold/holds and tight hatch covers, fully suitable for draft survey measurements with tables and other documents for quantity determination in good order, see additional description at art. 11.7

For incoming vessels the only restriction is max. 7.01 meters draft on Sulina channel, at loading berth draft abt. 7 meters but to be confirmed by the Seller for any particular shipment depending on Danube quotes. Recommended vessel is Volgodon/Volgobalt type, with hatch covers.

The Seller shall provide at the loading port one (1) safe berth such that Buyer's vessel can safely load and lie always afloat. Seller guarantee a min. draft at berth of 7 meters fresh water at the loading facility.

Seller shall guarantee a loading rate of 800 MT PWWD SSHEX EIU

For each delivery/shipment, the Buyer shall nominate to the Seller, at least 10 days ahead of the agreed laydays of the scheduled shipment, the intended vessel's full particulars as well as her expected time of arrival (hereinafter called ETA at Tulcea port). The Seller in turn shall communicate to Buyer, the vessel's acceptance to load the specified quantity or reasonable refuse within 24 hrs SSHEX. If the vessel is not acceptable to the Seller, the Buyer has to arrange a suitable substitute vessel and nominate the same to the Seller for acceptance.

Seller shall notify the Buyer the details of their agent appointed for the vessel at the load port. The Buyer shall arrange for the Master or agent of the nominated vessel, to notify the Seller, minimum three notices of the vessel's ETA at the load port. The first of such notices will be given five (5) days prior to the ETA of the vessel, the second to be given forty eight (48) hours prior to the ETA and the third to be given twenty four (24) hours prior to the ETA of the vessel at the load port.
The Buyer must ensure that the vessel's hold remain clean and free of foreign material to avoid any contamination to Aluminium hydroxide. However, Seller has right to check the hold cleanliness of the vessel by its surveyor, after berthing of the vessel. If the vessel's holds are found unclean after surveyor's inspection, Seller will have right to reject NOR at the risk and cost of the Buyer. After performing vessel hold cleaning, Buyer/agent/vessel will have to tender a fresh NOR for acceptance of Seller after the hatches/holds are found to be clean by surveyor.

Notice of readiness (NOR) may be tendered during office hours only. The office hours in Tulcea are Monday-Friday 08:00hrs – 17:00hrs, Saturday 08:00hrs – 12:00hrs and laytime starts counting 12hours after NOR is accepted - unless loading commence earlier when half actual time used to count. Any time to shift vessel from road to berth port, control authorities and initial and final draft survey shall not count as laytime.
The Aluminium hydroxide shall be shipped by the Seller in a vessel that is suitable to enter, berth and leave at the port of loading in Tulcea.

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Loading terms-Aluminium Hydroxide – $Al(OH)_3$

Laytime counting shall end upon completion of loading. The carrier's representative or his agent and the Seller or his agent shall sign on the completion of loading a Statement of Facts (SOF), which shall be the basis of calculating lay time between the Buyer and the Seller.

Laytime shall exclude time lost due to vessel's inability to receive aluminium hydroxide, such as delay in opening and closing hatch covers, time used for ballasting / deballasting during loading, extra time taken by the vessel for trimming during loading etc. Time lost due to bad or inclement weather conditions and power failure beyond the control of Seller shall be excluded from laytime.

All other terms and conditions as per standard port conditions.

Demurrage rate: as per relevant charter party but not more than 3,000.00 USD per day pro rata
Dispatch will be always half demurrage
Buyer and Seller shall endeavour for settle Laytime calculation for each vessel within 15 days from vessel's departure. Demurrage/despatch, in any, will be paid in 10 days from acceptance of laytime.
The Seller has the right to nominate the vessel's agent at loading port.

The vessel description: general cargo vessel, having clear unobstructed holds, no cargo battens, no obstructions on deck which would affect loading operations, steel floored throughout all holds.

Above terms shall not be interpreted or considered as a commitment, agreement, contract or firm order.
Any commercial transaction will base on a contract or firm order signed by the duly authorized persons.

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