

Contact person:

Correspondence address:

(24)

Telephone: (24 hour emergency number):

/Fax:

/ E-mail:

Party B: MAOMING UNION SEA POLLUTION PREVENTION CO.,LTD

Qualification level and service area: Level 1, waters under the jurisdiction of the
Maoming Maritime Administration

Domicile:Maoming Petrochemical port branch, Dianbai district, Maoming City,
Guangdong Province

Legal representative: Li shengli

Contact person: huanghao

Correspondence

In accordance with the relevant provisions of the *C C*
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P R C , the R A
P C M E P , the
R P ' R C E P
R M E P and the
A M P R A and
other laws and regulations, Party A and Party B agree to reach the following
agreement after equal consultation and on the basis of truthfully and
completely expressing their respective intentions, and the said agreement
shall be abided by both Party A and Party B.

1. Party A shall provide Party B with basic information of the ships (hereinafter referred to as “the agreed ships”, Appendix I) to receive services under this Agreement, and shall, within 3 days prior to the agreed ships’ entry into Party B’s service area, inform Party B of the agreed ships’ dynamic information in accordance with the time, way and contents agreed by both parties. Party A shall, 6 hours prior to the agreed ships’ departure from Party B’s service area, inform Party B of the agreed ships’ relevant dynamic information. Party A shall confirm in written form the receipt of information on relevant emergency standby provided by Party B in accordance with stipulations of paragraph 2 of Article 2 of

Party A shall make arrangement for his staffs and crew to be trained in cooperation with Party B in order to deal with the emergency pollution accident and respond to the needs to change person or the contact person. Contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

3. Party A shall keep a copy of this Agreement onboard the agreed ships, and make sure that relevant staffs onboard the ships are familiar with the contents of this Agreement and the contents of Pollution Response Operation Plan formulated by Party B.

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“Pollution Response Operation Plan” ;
附件 。

4. Party A shall, when a pollution accident happens to the agreed ship, inform Party B immediately and organize to carry out the pollution control and cleanup action. Party A shall, after the termination of such actions, cooperate with Party B to carry out the evaluation on such actions.

1. Party B shall possess relevant qualification and maintain appropriate capabilities for

and contents agreed by both parties.

3. Party B shall make arrangement for her contact persons, and ensure that such contact persons can keep in touch with Party A in the course of the emergency preparedness and response as per this Agreement. The telephone number provided by Party B shall be an emergency number, and the number shall be kept attended. Where Party B needs to change its contact person or the contact person's contact detail, such party shall inform the other party by a written notice in a timely manner and no alteration shall be made until receiving the other party's notice for confirmation.

4. Party B shall, upon receiving the notice concerning the agreed ships' entry into the service area, be on emergency standby duty and make sure that the emergency ships, facilities and equipment are on standby. Party B shall, as required by the Agreement, inform Party A of the name, standby position and contact information of the ship on emergency duty. Party B shall ensure that the emergency ship remains on duty and can arrive at the scene within the prescribed emergency response time. After receiving the notice that the agreed ships of Party A have departed from the service area, Party B may cancel such standby status.

5. Party B shall, when concluding this Agreement, provide Party A with a Chinese and English version of the Pollution Response Operation Plan formulated by Party B.

6. Once a pollution accident happens to the agreed ships, Party B shall, under the command of Party A, carry out pollution control and cleanup actions. And shall

cooperate with Party A to conduct the evaluation on such actions.

1. Party A shall pay Party B the ship pollution response agreement fees in accordance the rates Appendix II. and mode of payment agreed by both parties for the purposes of compensating Party B the incurred reasonable cost of emergency preparation.

2. If Party B carries out pollution control and cleanup actions in accordance with this Agreement after a pollution accident happens, Party A shall pay Party B the actual and reasonable expenses incurred in such actions based on the tariff set out in Appendix II.2.

3. When a pollution control and cleanup action lasts more than 5 working days, to ensure the smooth performance of the actions by Party B, Party B may demand Party A to pay a reasonable interim sum every 2 working days for the actions that has been carried out by Party B. Party A shall have the right to raise reasonable disputes in relation to any interim sum demanded. Any undisputed interim payment shall be remitted to the account appointed by Party B within 15 working days after Party B issues the invoice to Party A and such interim payment shall be deducted from the final invoice. Any reasonably disputed sum shall be dealt with in accordance with the provisions relating to payments due upon termination of pollution control and cleanup actions, in accordance with 4 below.

4. Upon terminating the pollution control and cleanup actions, Party B shall present to Party A a breakdown and preliminary evidence for the expenses incurred, such preliminary invoice shall be fully supported by attaching bills showing money expended or details of payment to personnel. Party A shall within 30 working days pay the undisputed sum and provide an appropriate security for the sum in dispute if required, such security to be in the form of a letter of undertaking from a bank, insurance company or P&I Club if offered. Any dispute between the parties shall be resolved in accordance with the agreed procedure in Article 7.

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5. If party B does not receive ship pollution respon

1. The validity of this Agreement is:

[] Fixed term of____year, from 1st Jan____to st_____.

[√] ____voyages of the agreed ships the time of each voyage shall be determined by the

3. In the event of termination of this Agreement by mutual consent or invalidity of this Agreement due to breaking of the Agreement by either Party, both parties shall immediately notify the Maritime Safety Administration MSA .

1. Laws of the People's Republic of China shall be applied to this Agreement and disputes arising from this Agreement.

2. Any and all disputes 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 for mediation;

[] Submit such dispute to the China Maritime Arbitration Commission for arbitrating at(location) 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.

With respect to matters not covered in this Agreement, both parties may conclude a supplementary agreement. (Appendix III)

_____ _____
_____ _____

This original Agreement is in three; each copy bears the same legal effect. Party A hold one copy (copies), Party B holds one copy (copies), and a copy of the agreement shall be submitted by Party B to the local MSA at the port in such a timely fashion that the vessel's entry, operation or departure will not be delayed.

Party A (seal):

Legal representative/Entrusted representative (signature)

Party B (seal):

MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

Legal representative/Entrusted representative (signature)

Appendix I: List of the Agreed Ships

1

Appendix II.1 Ship Pollution Response Agreement Fee

2

Appendix II.2 Ship Pollution Response Expense Tariff

Mode of Payment

Appendix I:

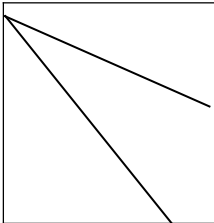
List of the Agreed Ships

Other

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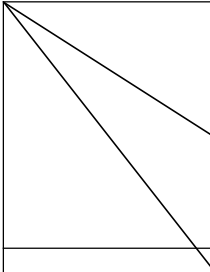
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Appendix II.1

Ship Pollution Response Agreement of MAOMING Fee

									
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	2000 1	2000 1	20	2000 1	20	3 5	20	2500 /	
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Ship Pollution Response Agreement of MAOMING Fee

Appendix II.2 Ship Pollution Response Expense Tariff

1

1 ☐ Cash

Party A

☐ The local ship agent of Party A☐ The third party authorized by ship owner and proved by China MSA.

Should pay the service fees of previous month to the bank account nominated by Party B before 10th of every month, with the invoice issued by Party B.

Time of payment & Account information

1

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1 Party B will issue service record and document to Party A. Will collect the payment as invoiced in agreed on above (1)..

(2) :

:

(2)The bank account nominated by Party B is as follows:

Account Name MAOMING SUNION SEA POLLUTION PREVENTION CO.,LTD

Bank Name China Construction Bank MAOMING Petroleum branch

Account No. :