

# team agrar // FOB Terms

## I. Vessel

1. Vessel's type to be self-trimming, single deck bulk carrier and to comply fully with ISM and ISPS regulations.
2. Vessel to be suitable for seller's berth and for spout trimming. Bulk only, no bags.
3. Vessel to be suitable to load the cargo pursuant to the sales contract and these terms, in conformity with local requirements.
4. Vessel shall be in possession of current and authenticated grain certificate(s).

## II. Loading

1. Vessel to be loaded with spout/grab/conveyor belt trimmed quantity as per below rates per weather working day of 24 consecutive hours, providing vessel can receive at this rate.  
Owners have to check themselves the suitability of loading with agents at loadport and hold shippers harmless.

| Port                              | Draft<br>meter                                                     | Lenght<br>meter | Beam<br>meter | Size<br>ton        | Loading rate<br>ton/hrs. | Loading rate<br>ton/day |
|-----------------------------------|--------------------------------------------------------------------|-----------------|---------------|--------------------|--------------------------|-------------------------|
| Husum                             | max. 4,20*                                                         | 130             | 18            | 3.000              | 140 - 180                |                         |
| Kiel Nordhafen                    | 9,50                                                               | 160             | 16            | 20.000             | 300                      |                         |
| Hamburg                           | 11,80-12,40*<br>12,00**                                            | 280             | 40            | 60.000<br><=30.000 |                          | 10.000<br>7.500         |
| Rostock                           | 12,00 - 13,00                                                      | 230             | 32            | 60.000<br><=30.000 |                          | 10.000<br>7.500         |
| Stralsund Südhafen                | 6,00                                                               | 227             | 24            | 7.000              | 100 - 200                |                         |
| Wolgast                           | 6,10                                                               | 125             | 20            | 5.000              | 100 - 200                |                         |
| Szczecin<br>SNOP (S) from N side: | 65m - 7,0m; 140m - 7,1m<br>max lenght 145 m<br>full lenght of quay |                 | 26            | max. 8.000         | 100 - 150                |                         |
| SNOP 2 (N)                        | 131m -> 7,1 m draft<br>max lenght 115 m                            |                 |               |                    |                          |                         |

\* low tide to high tide

\*\*basis normal water conditions

2. Time from 5.00 p.m. on Fridays until 8.00 a.m. on Mondays and from 5.00 p.m. on days preceding holidays until 8.00 a.m. on the next working day not to count even if used.
3. Shippers have the option of using a 2nd safe berth.

### III. Laytime and Counting

1. Time lost by opening/closing hatches not to count as lay time
2. Laytime counting Vessel's written notice of readiness to load shall be tendered at the office of Shippers or their agents between 8.00 a.m. and 5.00 p.m. hours on all days except Saturdays, Sundays and Holidays.
3. Such notice of readiness shall be delivered when vessel is in the loading berth and in all respects ready to load.
4. Shippers or their agents have the privilege to inspect vessel's holds and reject the notice when holds are not clean, dry, and odourless and in all respects ready to receive the cargo.
5. If notice of readiness has been rejected lay time will only start to count as stated below after the vessel has validly re-tendered notice of readiness.

If vessel is unable to berth upon arrival on account of congestion the vessel shall be permitted to present NOR at the customary place, within the area controlled by the port authority where waiting ships normally lie, Wibon, Wifpon, Wicon, Wipon and lay time to count accordingly but time from berth becoming available until vessels arrival in berth and time used obtaining necessary passes is not to count as laytime.

6. Time to count from 8.00 a.m. on the next business day following vessel tendered validly NOR. Time used before commencement of lay time shall not count.
7. It is understood by Buyers that the Notice of Readiness does not become effective under the terms of the contract before the expiry of the notice as contractually agreed.
8. The buyer has to declare the month of each intended delivery 15 days prior to this month, otherwise the last month of the period will be considered as delivery month
9. Nomination clause: Buyers to give 10 clear days provisional / 5 days definite preadvise of proposed vessel unless otherwise stipulated in the contract.
10. Relevant date for the calculation of the final price incl. increase is the B/L-date.
11. Turn clause: In the event that Buyers are permitted by the sales contract to nominate more than one loading vessel, laytime not to count on the second and subsequent vessel(s) until the berth has become available and after completion of loading of the preceding contractual vessel. If laytime has expired on the preceding vessel, then laytime to count on subsequent vessel(s) from the first working period on the next business day after expiry of laytime of preceding vessel(s).

## **IV. Demurrage/Despatch**

1. Sellers to pay demurrage as per Charter Party rates, however to a maximum of :
  - USD 0,70 per loaded tons for quantities between 10.000 MT and 25.000 MT
  - USD 0,50 per loaded tons for quantities over 25.000 MT
  - all per day of 24 running hours or pro rata for any part thereof for all time used in excess of allowed lay time.
2. Buyers to pay despatch for all lay time saved at half the demurrage rate as above.
3. Demurrage rate to be declared to shippers latest with 5 days definite preadvise, prior to vessels arrival at port.

## **V. Special Terms**

1. Sellers to nominate ship Agents at load port.
2. Quality, weight, condition final at loading as per certificates of GAFTA approved superintendents in buyer's choice and to be nominated by seller's and seller's expense. Superintendents must be Control Union or ECS with their offices in Hamburg. Others can be mutually agreed (but max. 0,30 EUR/to for seller's account).
3. Buyers to provide detailed documentary instructions at least 48 hrs before arrival of the vessel. If no instructions received, laytime not to commence until receipt of these instructions.
4. These Terms to be governed and construed in accordance with Einheitsbedingungen im Deutschen Getreidehandel, alternatively English law (if the sale contract is under GAFTA terms) and any dispute arising out of or in connection with these terms shall be referred to arbitration pursuant to the relevant contract.

**Effective 01.06.2023**