

## **M.V. WAN HAI 206 : Bidding announcement for 2nd hand vessel and demolition Sale**

Wan Hai Lines Singapore Pte Ltd(the Seller or Seller”) hereby announce for putting MV. Wan Hai 206 (the Vessel or “ Vessel”) up for 2nd hand vessel and demolition Sale.

Your reputable & capable company (the Buyer or “Buyer”) who are interested are welcomed to join the Bid(s) for the vessel pursuant to the following details and requirements herein:

The interested Bidder may submit price either for 2nd hand Sale, demolition Sale or Both and shall be deemed to be fully aware of, accepting and complying with the contents of this announcement and the measures for the implementation of the bidding . Upon the comprehensive evaluation including but not limited to Price and Market Competition in the future, the Seller in its sole discretion, will select the best bid with most benefit to Seller then revert the Seller’s decision to the Winning Bidder.

1. Each broker will represent for one Buyer only.

2. Submission of Bids

2.1 Vessel's delivery and price quotation:

(A) 2nd hand vessel Sale : Buyer please submit offers based on the following Two delivery range. The Seller will select only one delivery range by the most benefit bid to seller.

Delivery schedule: 2019/4/15 - 2019/5/31 in Seller's option for 2nd hand vessel sale.

Delivery : (a) Southern China, Hong Kong or Taiwan ports range in seller's option

(b) Singapore or Malaysia ports rang in seller's option.

(B) Demolition Sale : Buyer please submit offers based on the following Two delivery range.

The Seller will select only one delivery range by the most benefit bid to seller.

Delivery schedule : 2019/4/15 - 2019/5/31 in Seller's option for Demolition vessel sale.

Delivery : (a) Southern China, Hong Kong or Taiwan ports range in seller's option

(b) Singapore or Malaysia ports rang in seller's option.

All the Price quotations are for delivery of the Vessel strictly as-is-where-is basis at the delivery range in seller’s option.

2.2 MOA :

(A) 2nd hand vessel Sale : As per Sellers’ Proforma MOA. It will be provided after the vessel inspection is arranged.

(B) Demolition Sale : All other terms and conditions as per Seller's proforma MOA for

demolition sale with logical amendment only. Non-negotiable on any terms & conditions of the MOA. Sellers' MOA with logical amendment pursuant to the following quoted.

3. Buyer's supportive documents of qualification:

3.1 Please provide Buyer's registered address, full background, including major deal records during years between 2016-2019. "Buyer or its Nominee" will not be accepted unless guaranteed by the Buyer's Parent Company.

3.2 The Buyer guarantee that the Vessel is sold for purpose of demolition and recycling only at ISO Certified "Green-Ship Recycling" shipyard (ISO/OSHMS 9000, 14001, 18001 or 30000 ). The Buyer also warrant that the Ship Recycling Facility ("SRF") at the above mentioned shipyard: (a) to be set up / operated in compliance with all applicable local and national rules , regulations and court rulings , and all necessary and required local and national permits to be maintained valid throughout the demolition and recycling process, (b) to be with a Statement of Compliance issued by an independent IACS member Class Society confirming that the SRF are in compliance with all the provisions of the "IMO Guidelines" and the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ship, 2009 and the above mentioned Statement of Compliance shall be maintained throughout the demolition and recycling process.

Certified true copies of the certification and the Statement of Compliance shall be provided to Sellers as tendering the offers.

#### **4. Description of the Vessel**

Name of vessel	: M.V. WAN HAI 206
Type of vessel	: Container
Flag	: Singapore
Port of Registry	: Singapore
Delivery	: 1991
Class	: DNV • GL
Deadweight	: 23,671 MT
GRT/NRT	: 17,136 / 7,247
Length O.A.	: 174.6 M
Breadth Moulded	: 27 M
Depth Moulded	: 14.6 M
Main engine	: HITACHI B&W 7S50MC
D/Generators	: 3 x 650 KW / 812.5 KVA
Lightweight	: 6,938 MT OR 6828.62 LT
Details of propeller	: Ni – Al - Br
Spare propeller	: Nil

Spare tail shaft : Nil  
Permanent ballast : Nil  
Spare anchor : Nil  
Construction : Steel

Designed Speed about 17.5 knots on 33T(FO) + 1.7T(DO)

All figures stated of speed and consumption are “about” basis , anticipating ship trimmed on even keel , with clean condition of the bottom of vessel and/or perfect underwater hull and subject to good weather conditions , i.e. Winds and Sea movements not exceeding max. 2 Beaufort. The evidence of log books is to take precedence over that of weather bureau reports. Speed always to be considered ‘surface speed’. About 17.5 knots at 9.85m design draft condition and normal rating (85% MCR) of main engine with 15% sea margin, with clean bottom and in deep sea with force not more than BF2. Fuel oil consumption for main engine developing the normal output rating, based on ISO standard condition to be about 33 ton(FO) and 1.7 ton(DO)/day without reefer connected.

----- all details are given in good faith but without guarantee -----

5. Vessel Inspection : Vessel is running Shanghai –Qingdao-Xiamen-Hong Kong-Shekou–Vietnam trade and open for inspection from **2019/3/15 to 2019/3/29**

**The bidder who have intention to join this Bidding shall, upon acceptance to the terms and conditions hereunder, submit its bid to the e-mail address as mentioned below by e-mail at no later than 1700 hours on 29th March 2019 (Taipei Time).** Please note this sale subject to min floor price, otherwise tender to be awarded basis highest bid. **Buyer's best offer are required to be directly sent to the e-mail box: [206@wanhai.com](mailto:206@wanhai.com) via E-mail.**

**Should you have any questions before submitting offer, pls contact with Ms. Tracy Chiu((e-mail address: [206\\_team@wanhai.com](mailto:206_team@wanhai.com), tel: 886-2567-7961 #6650)**

**-quote MOA of Demolition terms as below**

## MEMORANDUM OF AGREEMENT

Date: xx

The Buyer: xx

The Seller: xx

The Vessel: M.V. WAN HAI 206

This Memorandum of Agreement is made by and between the Buyer and the Seller whereby the Buyer agrees to buy and the Seller agrees to sell the above Vessel for demolition only on the terms and conditions stipulated below: -

### Definitions

“Banking Days” are days on which banks are open in the place of closing stipulated in Clause 8.

“in writing ” or “written” means a letter handed over from the Sellers to the Buyers or vice versa, a registered letter, telex, fax, e-mail or other modern form of written communication.

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Lightweight : 6,938 MT OR 6828.62 LT  
Details of propeller : Ni – Al - Br  
Spare propeller : Nil  
Spare tail shaft : Nil  
Permanent ballast : Nil  
Spare anchor : Nil  
Construction : Steel  
Trading history : Last 5 cargoes: Containers

The Light Displacement Tonnage (“LDT”) is to be evidenced by the Seller and accepted by the Buyer. The Seller shall provide at time of delivery the Buyer with Hull particular, original Trim and Stability booklet and/or Capacity Plan and/or other acceptable documents evidencing ship’s LDT.

2. **Equipment**

The Vessel shall be delivered to the Buyers with everything belonging to her remaining on board at time of delivery including working propeller, equipment, broached stores and remaining bunkers and oils on board at delivery but excluding items listed below. The following items together with the items listed in Appendix 1 are excluded from the sale.

- Personal belongings of Master, Officers and crew
- Master’s slop chest
- Company logbooks, stationery and forms including ISM documents and records.
- Any Certificates required by Vessel’s flag for the purpose of issuing Deletion Certificate.
- Reefer kits and Reefer repairing kits
- Safety Quality Environment Manual & Procedure.
- SQE File (Deck & Engine)
- Fleet Administration manual.
- GARD Statutes and Rule.
- GARD handbook on P & I insurance.
- GARD handbook on Marine Pollution.
- List of Correspondents (Hull and P & I. )
- SOPEP (Ship Oil Pollution Emergency Plan).

- SSP (Ship Security Plan).
- 6 sets of Motorola Walkie Talkie for ISPS purpose.
- Company's circular
- Deck log book and Engine log book
- Oil record book , Garbage record book and Ballast water record book
- Gas Cylinder
- Lashing material/gears + Lashing gears' spare part

The Sellers endeavour to remove the above mentioned items as well as the items listed in the appendix 1 (“**items kept by the Sellers**”) prior to the Vessel's arrival at the Port of Delivery. The **items kept by the Sellers** would be discharged by the Sellers at the Port of Delivery at the latest. **The items** kept by the Sellers are to be properly and safely disconnected, packed, labelled and removed from the Vessel by the Sellers and at Sellers' expenses. If the Sellers do not remove **the items kept by the Sellers** at the time of vessel delivery, the rest items remaining on board at the time of delivery shall become the property of the Buyers.

3. **Unit Price**

US\$ 【 】 (United States Dollars 【 】 only ) per long ton of Light Displacement Tonnage.

4. **Total Purchase Price**

The total price (“Purchase Price”) shall be US\$ 【 】 (United States Dollars 【x million x thousand x hundred and x dollars 【 】 Only) equivalent to US\$ 【 】 per LDT long tons based on original LDT figure of 【 】 long tons.

5. **Place of Delivery**

This Purchase Price is for delivery of the Vessel strictly as-is-where-is basis and safely afloat at a safe berth, or buoy or anchorage at (a) Hong Kong, Southern China - Taiwan ports' range or (b) Singapore – Malaysia ports' range in seller's option.

6. **Time of Delivery**

The vessel is to be delivered during/between \_\_\_\_\_, 2019 ~ \_\_\_\_\_, 2019 with actual date in sellers' option. Should the vessel not be ready for delivery by the cancelling date, the sellers shall have the right to notify the Buyers in writing stating the anticipated new date of readiness for delivery, proposing a new cancelling date which to be mutually agreed by the Sellers and Buyers.

7. **Terms of Delivery**

(a) The Seller shall fax or telex/email the Buyer and the Seller's agents at the port of delivery giving respectively approximately 7 days and 3 days advance notice for the Vessel's approximate readiness at the port of delivery. Such notice may be given at any time after a faxed/emailed copy of Memorandum of Agreement has been signed and deposit is lodged. If the Seller fails to give the above mentioned notice, the Buyer shall have the right to extend an equal period of time for the acceptance of the Notice of Readiness and payment arrangement stipulated in Clause 8.

(b) The Vessel to be sold on an outright "as is, where is" basis, not subject to any inspection and shall be delivered "as is, where is" under her own power at the place stipulated in Clause 5, substantially intact, free of cargo, free from fire damage, safely afloat in lightship condition.

The vessel shall be delivered free of encumbrances, debts, taxes, maritime liens, mortgages and any other debts whatsoever.

(c) From the date of signing this Memorandum of Agreement, the Seller shall have no right to remove or replace any property from the Vessel except those items excluded from the sale listed in Clause 2 and Appendix 1.

(d) After Buyer have lodged their deposit for familiarization purpose only, the Seller agrees to allow the Buyers or their nominated representatives with crew certification, up to a maximum of 3(three) persons in number to access to the vessel to accompany the vessel at Buyer's risk and expense

until the takeover of the vessel . The LOI(s) in the Seller's P&I Club standard wording to be issued by the Buyers and their nominated representatives respectively. The earliest boarding date shall be 7 days prior to vessel's arrival date at the nominated delivery port and subject to the Seller's approval. They are to be furnished with free accommodation, and same fare as provided for Captain's table and Buyer shall be responsible for all costs related to its activities as Buyer or their nominated representative staying onboard.

- (e) Should the deposit not be paid as aforesaid, the Sellers have the right to cancel this contract with immediately effect upon the notice is given, and the Sellers shall be entitled to claim compensation for their losses and claim for all expenses incurred together with interest at the rate of 12% per annum.

Should the Purchase Money not be paid as aforesaid, the Sellers have the right to cancel this contract with immediately effect upon the notice is given, in which case the amount deposited together with interest earned, if any, shall be forfeited to the Sellers. If the deposit does not cover the Sellers' losses they shall be entitled to claim further compensation for their losses and for all expenses together with interest at the rate of 8.5% per annum.

In case Buyers default wilfully and/or gross negligently in any of their obligations under this contract/MOA, the Sellers shall be at liberty (but not bound) to resell the vessel by public or private sale at the Sellers' sole decision.

If the Sellers fail to execute a legal transfer or to deliver the vessel with everything, except items listed in clause 2 and Appendix 1 , belonging to her in the manner and within the time specified, the Buyers shall have the right to cancel this contract in which case the deposit in full together with interest at the rate of 8% per annum shall be returned to the Buyers.

The Sellers shall make due compensation for the losses caused to the Buyers by failure to execute a legal transfer or to deliver the vessel in

the manner and within the time specified, if such are due to the proven negligence of the Sellers.

- (f) The Seller undertakes to deliver the Vessel to the Buyer with the minimum amount of ballast water on board without affecting the safety of the Vessel.
- (g) The Vessel shall be delivered without any stowaways or contraband on board, otherwise the Buyer shall have the option not to accept the Vessel, without prejudice to the Buyer's right to claim for all losses and damages whatsoever attributable thereto.
- (h) A valid Deratisation Exemption Certificate shall be presented by the Seller to the Buyer at the time of delivery.
- (i) Any charges connected with the vessel at the port of delivery arising before physical delivery date/time is to be at the Sellers' cost. The costs of repatriating the vessel's crew are to be for Sellers' account. However, any and all expenses arising or resulting from and after physical delivery date/time (including but not limited to port charges, anchorage fees , import duty ...etc.) are to be at the Buyer's cost.
- (j) The seller have the right to remove any/all bunker remaining on-board the Vessel prior to Vessel's delivery to Buyers should any bunker remain on-board on delivery, Buyer will take over these bunkers but without any extra or additional payment for those bankers remaining onboard.

## 8. **Payment**

- (a) A deposit of 30% (thirty per cent) of the Purchase Price shall be lodged in the Sellers designated account within 24 hours after signing of this MOA in a fax or any electronic form and the balance of 70% (seventy per cent) to be paid to Seller by T/T within 24 hours of Notice of Readiness at place of delivery. Any interim banking charges shall be at the Buyer's cost. The Seller's designated bank account for this purpose is as follows:

Account Name :  
Beneficiary Bank :  
Account No. :  
Swift Code :

- (b) Notwithstanding anything to the contrary provided herein, the Sellers shall not be required to pay any interest on the deposit to the Buyers from the day the deposit being credited in the designated account of the Sellers pursuant to this memorandum of Agreement, unless the vessel is not being delivered owing to the Sellers' default.
- (c) Within 24 (twenty-four) hours after receipt of payment of the balance of the Purchase Price in accordance with the above mentioned Clause 8(a), the Seller shall telex or fax its agents or the Vessel's Master to physically deliver the Vessel to the Buyer or its representatives at the port of delivery.

9. **Documents**

At the time of delivery of the Vessel, the Seller shall deliver to the Buyer the original documents enumerated hereunder: -

- (a) A legal Bill of Sale, stating the Vessel is free from all encumbrances, mortgages , taxes, maritime liens and debts whatsoever.
- (b) A written undertaking issued by the Seller to the Buyer confirming to provide a certificate of deletion of the Vessel at Seller's expense after delivery of the Vessel but always not later than 8 (eight) weeks of the Vessel delivery.
- (c) A signed commercial invoice in 4 (four) copies incorporating the Vessel's particulars as per the Vessel's description stipulated in Clause 1.
- (d) A written undertaking issued by the Seller to the Sellers confirming that a vessel delivery instruction to be despatched, within twenty four (24) hours after receipt of the payment, a fax or telex/email to the Seller's agent or the Master of the Vessel instructing him or them to

deliver the Vessel physically to the Buyer's nominee at the port of delivery.

- (e) Copy of ship's registry certificate.
- (f) Original or certified fax copy Transcript of Register or Certificate of Ownership and Encumbrance certifying the Owners of the Vessel are free of encumbrances and Mortgages.

10. **Risk**

The Vessel shall be at the risk and expense of the Buyer upon the completion of physical delivery with everything, except items listed in clause 2 and Appendix 1, belonging to her. Before completion of physical delivery the risk and expense of the Vessel shall be borne by the Seller.

Should the Vessel become an actual, constructive or compromised total loss before completion of physical delivery, this Memorandum of Agreement shall become null and void and the 30% (thirty per cent) cash deposit shall be returned to the Buyer forthwith.

11. **Arbitration**

This Agreement shall be governed by and construed in accordance the laws of R.O.C. Any disputes arising out of this Memorandum of Agreement shall be resolved or settled by amicable negotiations in the first instance. If no settlement can be reached, the disputes shall be referred to arbitration in Taipei and in accordance with the Rules and Procedure of Arbitration Association of the Republic of China (hereinafter referred to as CAA rules) for final judgement. The arbitration award is final and binding, and the Sellers and the Buyers shall be bound by the Arbitration award.

12. **Buyer's Guarantee**

The Buyer guarantee that the Vessel is sold for purpose of demolition and recycling only at ISO Certified "Green-Ship Recycling" shipyard (ISO/OSHMS 9000, 14001, 18001 or 30000 ). The Buyer also warrant that the Ship Recycling Facility ("SRF") at the above mentioned shipyard:

- (a) to be set up / operated in compliance with all applicable local and national rules , regulations and court rulings , and all necessary and required local and national permits to be maintained valid throughout the demolition and recycling process,
- (b) to be with a Statement of Compliance issued by an independent IACS member Class Society confirming that the SRF are in compliance with all the provisions of the “IMO Guidelines” and the Hong Kong International Convention for the Safe and Environmentally Sound Recycling of Ship, 2009 and the above mentioned Statement of Compliance shall be maintained throughout the demolition and recycling process.

Certified true copies of the certification and the Statement of Compliance shall be provided to Sellers as tendering the offers and the Buyers warrant that the contents of the above mentioned certificates and the Statement of Compliance are correct and accurate.

The Buyers shall indemnify and hold harmless the Sellers, their servants and agents, from any claim, demands and liabilities, whether criminal or civil from any third party, whether involved in the demolition of the vessel or monitoring the dismantling and recycling procedures or otherwise and against any alleged liability of the Sellers in connection with the Vessel after delivery of the Vessel to the Buyers.

The Sellers have the right to assign surveyors or inspectors to survey / inspect the SRF at any time in order to monitor / verify the dismantling and recycling being performed in compliance with the provisions of this agreement.

This Memorandum of Agreement shall be executed in two (2) Originals of equal legal effect and force and each party holding one (1) Original copy in witness thereof.

**For the Sellers**

WAN HAI LINES (SINGAPORE) PTE LTD

**For the Buyers**

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