

ETİ MADEN VOYAGE CHARTER PARTY TERMS/SPECIFICATION

Eti Maden Voyage Charter Party Terms/Specification is the type specification for the procurement of voyage charter services for the carriage of Eti Maden İşletmeleri Genel Müdürlüğü's export cargo from the loading port to various ports in one voyage and in the hold of a vessel.

1. PARTIES TO THE CONTRACT

The voyage charter service procurement will be ordered by Eti Maden İşletmeleri Genel Müdürlüğü, hereinafter referred to as **Eti Maden**; any real or legal person who satisfies the conditions set out in Article 2 and who works in this job hereinafter referred to as **Eligible Bidder**; the eligible bidders who submit proposals from among those who may bid on this service procurement by Eti Maden hereinafter referred to as **Bidder**; the Bidder awarded the service procurement contract hereinafter referred to as **Contractor**; the customers to whom Eti Maden directly or indirectly sells the products subject to export hereinafter referred to as **Buyer**; an independent survey company appointed by the Buyer at the discharge port and appointed by Eti Maden at the loading port hereinafter referred to as **Surveyor**.

2. DOCUMENTS REQUIRED AND QUALIFICATION CONDITIONS TO BE ELIGIBLE BIDDER

2.1. In order to Eligible Bidder, the following documents required in this article shall be submitted to Eti Maden:

- This very specification, stamped and signed by authorized representative(s),
- The clear name, address, and communication information of the company,
- Registered electronic mail (KEP) address obtained from one of the Registered Electronic Mail Service Providers authorized by the Information and Communication Technologies Authority (BTK) (*for local individuals and legal entities*),
- Carrier Organizer authorization certificate (TIO) except for ship owners who nominate own vessel (*for local entities*),
- Names, titles, and identification numbers of personnel authorized to represent the company and submit bids on behalf of the company, and their signature circulars,
- Bank account number and information,
- A document obtained from the relevant Chamber of Commerce and/or Industry Registry, registered within the last 1 month, and a copy of the Commercial Registry Gazette obtained within the last 1 month.

2.2. The applicant shall be registered with the Chamber of Maritime Trade. Foreign companies shall be registered with a commercial chamber equivalent to the Chamber of Maritime Trade in their country of residence.

2.3. The applicant shall have personnel with at least two years of experience in maritime business.

2.4. A commitment letter stating that changes in the information shall be notified to Eti Maden shall be submitted to the Eti Maden address.

2.5. Other information and documents that may be requested by Eti Maden shall be submitted to the Eti Maden address.

3. DEFINITIONS

Lay time: Loading or unloading time

Clean on Board: Declaration that the products have been loaded onto the vessel undamaged and in good condition

Demurrage: An agreed amount payable to the owner in respect of delay to the Vessel once the Laytime has expired, for which the owner is not responsible.

Detention: The vessel being detained or arrested by any authority or organization

Dispatch: Premium for acceleration

Draft Survey: Calculation of cargo weight by measuring the displacement difference of the vessel before and after loading or unloading

ETA: Estimated time of arrival of the vessel to loading or discharge ports

ETTS: Eti Maden Electronic Tendering System

Freight Prepaid: Declaration that the freight has been paid in advance

LAYCAN: Time range when the vessel will be ready for loading. If the vessel arrives before the first date, it can wait; if it arrives after the second date, the charterer has the right to cancel the contract.

NOR: Notice of Readiness

P&I Insurance: Protection and Indemnity Insurance - Club Insurance

SOF: Statement of Facts, a document detailing loading and discharging operations for the vessel

57 **SSHEX:** Saturdays, Sundays, public holidays, official and religious festivals excluded working day

58 **WWD:** Weather Working Day

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60 **4.SCOPE OF WORK**

61 The Contractor shall bring the allocated vessel for the work to the loading port ready to be loaded with the cargo
62 specified by Eti Maden within the appointed time. The loading of the products onto the vessel in a sound,
63 complete and timely manner will be carried out by Eti Maden. The Contractor shall deliver the products to the
64 Buyer in full and sound condition using the shortest time, most suitable speed, and the most appropriate route
65 to the discharging port. The unloading of the products from the vessel will be carried out by the Buyer.

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67 **5. THE CONTRACT PHASE**

68 **5.1.** The Bidder by submitting the proposal accepts in advance that it complies with the terms and conditions set
69 out in this specification and the Bid Submission Form.

70 **5.2.** Upon evaluation by Eti Maden, the Bidder whose proposal is deemed suitable will be informed in writing
71 that the job has been awarded to them. The contract shall come into effect with this notification, and the Bidder
72 shall acquire the status of the Contractor.

73 **5.3.** Shipping instruction will be sent to the Contractor under the contract. The Contractor shall be obliged to
74 comply with the shipping instruction.

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76 **6. SHIPPING AND TRANSPORT DETAILS**

77 **6.1.** The duration of the work, the amount of work, product details, packaging dimensions, and bale weight of
78 the products will be notified with the Bid Submission Form.

79 **6.2.** Eti Maden's products are generally harmless, non-dangerous, and not classified as dangerous goods under
80 international maritime transport (NON IMCO CLASSED). Products that do not have these characteristics will
81 be notified in the Bid Submission Form.

82 **6.3.** The Contractor shall start the work period specified in the shipping instruction and shall bring the vessel to
83 the loading port within the LAYCAN.

84 **6.4.** The Contractor shall notify the ETA of the vessel to the loading and unloading ports according to the day
85 intervals specified in the Bid Submission Form.

86 **6.5.** Loading operations will be carried out by conveyors, shore cranes, vessel cranes, and/or other loading
87 equipment belonging to Eti Maden. Discharging operations carried out by conveyors, shore cranes, vessel
88 cranes, and/or other unloading equipment belonging to Buyer.

89 **6.6.** The loading and unloading port details will be notified with the Bid Submission Form. The Contractor
90 determines which berth of the loading port the vessel will dock through their Agent, subject to Eti Maden's
91 approval.

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93 **7. VESSEL DETAILS AND CONDITIONS**

94 **7.1.** The vessel shall be suitable for sea, cargo, navigation, port/quay, canal, and river conditions.

95 **7.2.** The vessel's class shall be General Cargo (GCC).

96 **7.3.** The vessel's hold shall be double-skinned and box-shaped. The holds shall have a steel floor.

97 **7.4.** The hold covers shall be open hatch of the same size as the hold and equipped with automatic open-close
98 features, such as Macgregor type/hydraulic end rolling type or hydraulic operated lifting gantry crane type, etc.

99 **7.5.** The vessel shall not have carried coal and coal derivatives, chrome, ferrochrome, iron ore, iron concentrates,
100 or similar cargo in its last 4 (four) cargoes.

101 **7.6.** The vessel shall be member of the International Association of Classification Societies (IACS) or TÜRK
102 LOYDU.

103 **7.7.** The vessel shall have P&I (Protection and Indemnity) insurance, which includes joint and several average
104 clause, and shall maintain this insurance during the charter period.

105 **7.8.** The vessel shall not have imposed detention within the last 12 (twelve) months.

106 **7.9.** The vessel shall be a maximum of 30 years old. In exceptional cases, Eti Maden may evaluate vessel
107 proposals that are older than 30 years.

108 **7.10.** Special conditions regarding the vessel's flag and crew nationality will be notified in the Bid Submission
109 Form.

110 **7.11.** If the vessel has gear, the vessel's cranes shall be in working order, and the vessel's cranes shall be used
111 free of charge upon the request of Eti Maden or the Buyer.

112 **7.12.** The vessel shall be suitable for loading and unloading via grab and crane.

- 113 **7.13.** The vessel shall not have imposed any incidents such as grounding, fire, collision, mutiny, armed conflict,
114 or similar events within the last 12 (twelve) months.
- 115 **7.14.** The vessel shall comply with all conditions and certificates specified by international treaties, conventions,
116 laws, and customs.
- 117 **7.15.** The vessel shall be free from any international embargo, restriction, hypothec, and lien.
- 118 **7.16.** The hold interior, hatch covers, internal and external walls of the vessel shall be free of rust, dirt, and waste
119 from previous cargo/cargoes.
- 120 **7.17.** The vessel's holds shall be scraped, washed, painted, and made ready for loading before it arrives for
121 loading.
- 122 **7.18.** The Contractor guarantees that the vessel is suitable for safe transportation and cargo handling.
- 123 **7.19.** Stowage is carried out under the responsibility and supervision of the vessel's captain.
- 124 **7.20.** The Contractor shall detect and take precautions for any existing and potential restrictions at loading and
125 discharging ports.
- 126 **7.21.** The Contractor shall allow the use of loading/unloading equipment such as forklifts, bob-cats, and similar
127 materials when necessary.
- 128 **7.22.** The safety of the hold tops, tunnel shafts, and pipe lines belongs to the Contractor.
- 129 **7.23.** The water inlet holes at the hold's mouth shall be safely closed, and water entry into the hold shall be
130 prevented.
- 131 **7.24.** The vessel shall have the necessary specifications to freely arrive the loading and unloading ports and to
132 dock at the berth/terminal specified in this specification and bid submission form.
- 133 **7.25.** The vessel's crew shall have all the necessary administrative and technical certificates.
- 134 **7.26.** The wages, overtime payments, and any other payments to the vessel captain and crew, under any name,
135 are not the responsibility of Eti Maden.
- 136 **7.27.** Eti Maden is not responsible for any occupational accidents that may occur on the vessel.
- 137 **7.28.** If any of the terms or specifications regarding the vessel are inadequate, either in part or in full, and as a
138 result, the cargo cannot be loaded, transported or discharged; all expenses, costs, damages, and losses that Eti
139 Maden may incur and all expenses, costs and damages that the Buyer may incur and claim for shall be borne by
140 the Contractor.
- 141 **7.29.** Vessels that do not comply with the terms and conditions will be rejected by Eti Maden, and the Contractor
142 shall not make any claims in this regard.
- 143 **7.30.** Other issues, if any, will be notified through the Bid Submission Form.

144 **8. SURVEY**

- 146 **8.1.** The surveyor performs pre-loading hold cleanliness control; if requested, cargo acceptance and draft survey
147 procedures. During discharge operations, the surveyor may perform cargo acceptance, product damage
148 assessment, and draft survey procedures upon request. The Contractor provides the opportunity for the surveyor
149 to work freely on the vessel.
- 150 **8.2.** After the surveyor confirms that the vessel's hold is clean and suitable for loading, the NOR will be issued,
151 and loading will take place.
- 152 **8.3.** Hold covers may be subjected to an ultrasonic or similar watertightness test by the surveyor upon request.
153 If there is a leak, the Contractor shall immediately take the necessary measures to prevent the leak.
- 154 **8.4.** The surveyor is authorized to loading and unloading of the vessel in accordance with the provisions set forth
155 in the specifications.

156 **9. AGENCY**

- 158 **9.1.** The loading port agency shall be determined by the Contractor. The agency shall have experience that can
159 support the efficient and effective execution of port operations and loading. The agency shall be based at the
160 loading port and have personnel with at least 2 years of agency experience.
- 161 **9.2.** The agency shall notify the ETA of the vessel to the addresses specified in the shipping instructions in
162 writing (by e-mail or fax).
- 163 **9.3.** The authorized personnel of the Contractor's agency shall be in full contact with Eti Maden during the
164 loading.
- 165 **9.4.** In addition to existing agency and protective agency services, the agency shall be responsible for expediting
166 loading operations, receiving cargo, monitoring shortages and excesses in the cargo. The Contractor shall be
167 responsible for the agency's actions.
- 168 **9.5.** The Contractor's agency shall send cargo photos to Eti Maden before, during, and after loading.

169 **9.6.** The Contractor shall be responsible for any fees, expenses, damages, and losses that may arise from delays
170 and negligence in agency operations at the loading port.

171 **9.7.** The Buyer shall designate the discharge port agency. Eti Maden shall notify the Contractor in writing of
172 agency information.

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174 **10. NOR, LAY TIME and DISPATCH-DEMURRAGE**

175 **10.1.** NOR shall be given upon the the vessel docks at the loading berth for loading after Surveyor's confirmation
176 that the vessel's holds are clean and suitable for cargo at the loading port. However, if the vessel is not docked
177 at the berth within 48 hours of the Surveyor confirmation, NOR will be given. If Eti Maden specifies a different
178 period in the Bid Submission Form, NOR will be given according to the specified period in the Bid Submission
179 Form.

180 **10.2.** NOR shall be given when the vessel docks at the discharge berth for discharge. However, if the vessel is
181 not docked at the berth within 48 hours of arriving at the discharge port, NOR will be given. If Eti Maden
182 specifies a different period in the Bid Submission Form, NOR will be given according to the specified period in
183 the Bid Submission Form.

184 **10.3.** NOR cannot be given orally, it shall be given in writing by email from the Contractor and/or its agency.

185 **10.4.** Given NOR is not valid when the vessel is not ready for loading or discharge due to technical problems,
186 water ingress or leakage in the holds, and similar issues.

187 **10.5.** NOR will only be given on working days between 8:00 a.m. and 5:00 p.m. The date and time of issuance
188 of NOR shall be specified. If NOR is given between 08:00 and 12:00 (including 12:00), the countdown starts at
189 14:00 on the same day. If NOR is given after 12:00 [between 12:00 and 17:00 (including 17:00)], the countdown
190 starts at 08:00 on the next business day.

191 **10.6.** Official and local holidays are not counted, and the countdown starts at 8:00 a.m. on the next business day
192 following the holiday. If work is carried out on holiday or before the start of the countdown, half of the working
193 time is counted. The working period is based on SSHEX.

194 **10.7.** Loading and unloading operations are carried out if the weather conditions are favorable in the loading
195 and discharge ports. Loading and unloading cannot be carried out when it is raining or snowing, and bad weather
196 conditions are not included in the laytime. The working period is based on WWD.

197 **10.8.** Demurrage, "damages for detention" and similar fees and expenses that may arise at the loading port shall
198 be borne by the Contractor.

199 **10.9.** Dispatch, demurrage, and "damages for detention" that may arise at the discharge port shall be borne by
200 the Buyer. The SOF signed jointly by the discharge port agent and the vessel's captain or authorized person is
201 essential in determining demurrage. Demurrage rates will be specified in the Bid Submission Form.

202 **10.10.** Dispatch in the discharge port is half of the demurrage and will be calculated over all time earned in the
203 discharge port.

204 **10.11.** The time lost for border control at the loading and discharge ports shall not be considered as lay time.

205 **10.12.** The opening and closing of the vessel's holds are the responsibility of the Contractor and shall not counted
206 as lay time. Draft survey and fumigation shall not be counted as lay time.

207 **10.13.** Interruption of loading and unloading related to occupational accidents or other similar events shall not
208 be counted as lay time.

209 **10.14.** The time required to resolve technical malfunctions of the vessel, crane failure, hatch cover malfunction,
210 water leakage from the covers, and other similar problems shall not be counted as laytime.

211 **10.15.** Following the completion of loading preparation and presentation of documents such as Bill of Lading,
212 Master Receipt, Mate's Receipt, Cargo Manifest, Cargo Plan, and other similar documents, customs procedures,
213 legal procedures also at the port of discharge customs procedures, legal procedures, and document procedures
214 to be carried out, shall not be counted as lay time.

215 **10.16.** If the loading and unloading berth of the vessel is changed, the shifting costs shall be borne by the
216 Contractor. Shifting period shall not be counted as lay time.

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218 **11. RESPONSIBILITIES OF ETI MADEN AND CONTRACTOR**

219 **11.1.** The Contractor is solely responsible of the carriage.

220 **11.2.** The Contractor accepts its expertise with the technical, administrative, and other conditions of the loading
221 and discharging ports/terminals/berths, and the nature of the work to be carried out, including sea routes, canals,
222 inland waters, and the climatic conditions. The Contractor undertakes and accept to carry out the commitment
223 within the scope of this specification, and has no objection in this regard.

224 **11.3.** The Contractor shall have all kinds of necessary official documents to carry out the transportation work.

225 **11.4.** The Contractor is responsible for the cargo stated in the bill of lading in terms of quantity and number.

- 226 **11.5.** The Contractor is responsible for the cargo bringing the discharge port without pollution or damage.
- 227 **11.6.** In case of any damaged cargo notification by the Buyer at the discharge port, the Contractor may invite
- 228 P&I insurance authorities. If the notifying party is the Buyer, they can call the insurance representative and/or
- 229 surveyor. The Contractor shall provide the surveyor and/or the Buyer's insurance representative with permission
- 230 to work on the vessel.
- 231 **11.7.** All taxes related to the vessel and freight, as well as any taxes and fees (dock dues, lighting, pilotage,
- 232 wharfage, and similar expenses and fees) in loading and unloading ports, are the responsibility of the Contractor
- 233 and shall be paid by the Contractor.
- 234 **11.8.** Cargo insurance shall be made by Eti Maden or the Buyer.
- 235 **11.9.** The vessel shall not take fresh and ballast water until the discharge is completed.
- 236 **11.10.** It is the responsibility of the Contractor to seal all hatches and reinforce the vessel's hatch covers with
- 237 band and/or foam after loading is completed.
- 238 **11.11.** The holds of the vessel shall not be ventilated during the voyage, all ventilators shall be closed, and the
- 239 entry of fresh air to the cargo shall be prevented.
- 240 **11.12.** The vessel shall provide free lighting on deck at loading and unloading ports.
- 241 **11.13.** The vessel's hold shall be suitable for loading and unloading operations, and the necessary measures for
- 242 loading and unloading operations shall be taken by the Contractor.
- 243 **11.14.** Eti Maden is responsible for loading the vessel.
- 244 **11.15.** Lashing, securing, dunnage, trimming, and similar operations during loading are the responsibility of Eti
- 245 Maden.
- 246 **11.16.** The Contractor shall allow Eti Maden to use the dunnage, lashing material, and similar materials on the
- 247 vessel and provide the necessary support.
- 248 **11.17.** The Contractor shall cover the sharp edges and corners of the vessel hatch to prevent any damage of the
- 249 cargo and its packaging.
- 250 **11.18.** The Buyer is responsible for unloading from the vessel. Unloading costs at the discharge port belong to
- 251 the Buyer and/or its Representative and/or Agent.
- 252 **11.19.** If the Contractor performs combined transportation, including river transportation, the transfer to and
- 253 completion of the voyage on boats/barges, etc. is the responsibility of the Contractor.
- 254 **11.20.** The vessel cannot be sold, transferred, or detained for any reason during the period from the moment the
- 255 contract comes into effect until the cargo is completely discharged by the buyer at the discharge port, and the
- 256 cargo cannot be transferred to another vessel without Eti Maden's confirmation and approval.
- 257 **11.21.** The entire Vessel shall be allocated to Eti Maden. Without the written approval of Eti Maden, cargo
- 258 belonging to a third party shall not be placed in the hold, on deck, or above the hold of the vessel, in any way
- 259 whatsoever.
- 260 **11.22.** The port and voyage expenses, subsistence expenses, fuel, and similar expenses of the vessel are not the
- 261 responsibility of Eti Maden.
- 262 **11.23.** According to the LAYCAN specified in the shipping instructions, the Contractor shall bring the
- 263 nominated vessel to the loading port empty and ready. If, for any reason, to be aware that the vessel delays and
- 264 fails to comply with the LAYCAN before before the LAYCAN start date, the Contractor shall request an
- 265 extension of the period 24 hours before the LAYCAN start date. In case of a delay within LAYCAN, the
- 266 Contractor shall immediately request an extension of the period. Eti Maden has right to whether approve the
- 267 request or not.
- 268 **11.24.** If the request for an extension of the period is not accepted, the Contractor shall present to Eti Maden a
- 269 vessel with acceptable LAYCAN, under the same conditions, and at least with the same characteristics with the
- 270 same freight within a maximum of 2 (two) days. Eti Maden has right to approve the request or to cancel the
- 271 contract.
- 272 **11.25.** Eti Maden and the Contractor are responsible for their respective customs affairs and procedures.
- 273 **11.26.** The Bill of Lading shall be issued as "CLEAN ON BOARD" and "FREIGHT PREPAID."
- 274 **11.27.** The Contractor shall ensure that at least 3 (three) originals and at least 3 (three) copies of the bill of lading,
- 275 which the draft confirmation has been completed, and signed by the vessel's captain after the completion of
- 276 loading, are issued and delivered to Eti Maden immediately, unless otherwise stated.
- 277 **11.28.** The detailed information of the shipowner carrying the cargo shall be included as "CARRIER NAME"
- 278 on the bill of lading.
- 279 **11.29.** If at least one original copy of the bill of lading is given to the vessel's captain, this original bill of lading
- 280 will be given to the Buyer or the Buyer's representative at the discharge port by the vessel's captain. The cargo
- 281 shall be discharged from the vessel upon confirmation of the bill of lading by the Buyer or the Buyer's
- 282 representative. After that, the remaining 2 (two) original copies will be null and void.

283 **11.30.** The documents delivered to the captain's post shall be delivered to the Buyer or the Buyer's representative
284 at the discharge port.

285 **11.31.** If there are any necessary bills of lading and documents for inland waterways, canals, and rivers, they
286 shall be provided by the Contractor, and the rights of Eti Maden and the Buyer on the cargo shall be protected
287 in these bills of lading and documents. Otherwise, any fees, expenses, damages, and losses that may arise shall
288 be compensated and collected from the Contractor.

289 **11.32.** The Contractor undertakes that the vessel arrives to the discharge port at the shortest time, at the most
290 appropriate speed and route to discharge the cargo, starting from the date the vessel departs from the loading
291 port with the cargo.

292 **11.33.** The vessel's captivity, detention, or arrest at sea and/or waterways and/or on the quay and/or in the canal
293 and/or river and/or in any of the ports is not concern Eti Maden it in any way, and all expenses, fines, taxes,
294 duties, and similar fees arising from this shall be borne by the Contractor.

295 **11.34.** In case of any incident that delays shipment and/or causes any damage, the Contractor shall notify Eti
296 Maden of the situation within 24 (twenty-four) hours of the occurrence or becoming aware of it.

297 **11.35.** Except for force majeure events specified in the specifications, any and all fees, expenses, damages,
298 losses, penalties, etc. that Eti Maden and the Buyer may incur due to the inability to carry out the transportation,
299 the discharge of the vessel's cargo to a different port, the vessel's detention for any reason by legal or
300 administrative authority, loss of cargo, damage to the cargo by the vessel's crew during loading, voyage or
301 unloading, unsuitability of the vessel's equipment or the vessel for the cargo, and similar circumstances shall be
302 the responsibility of the Contractor.

303 **11.36.** In the event that reasons originating from the Contractor and/or the vessel, the vessel is loaded with
304 incomplete tonnage and loading cannot be performed onto the vessel, dead freight or any expenses or fees shall
305 not be charged from Eti Maden.

306 **11.37.** In case of a reduction in tonnage within the maximum 5% option specified in the shipping instructions
307 upon the request of Eti Maden, no dead freight or any other expense or fee shall be charged. If the tonnage
308 shortage exceeds the option, dead freight shall be paid if requested by the Contractor on the freight invoice.

309 **11.38.** Any and all taxes, fees, etc. related to the vessel, crew, flag, ports, seas, waterways, canals, rivers, etc.
310 shall be borne by the Contractor.

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312 **12. BIDDING PROCEDURE**

313 **12.1.** Bids shall be submitted through the ETTS system, and shall be submitted using a secure electronic
314 signature or electronic approval before the deadline for bidding date and time.

315 **12.2.** In the event that bids cannot be submitted via the ETTS system, bids may be submitted by email provided
316 that Eti Maden is notified.

317 **12.3.** In the event that bids are submitted using a sealed envelope, the "Bid Submission Form" shall be filled,
318 signed, stamped and delivered to Eti Maden by hand or post before the deadline for bidding date and time.

319 **12.4.** If necessary, Eti Maden may request freight and/or revised freight bids without using the ETTS system
320 and may receive bids via email.

321 **12.5.** The deadline for bidding date and time will be indicated on the Bid Submission Form.

322 **12.6.** The bidder shall provide the vessel name, IMO number, technical details, P&I and Class certificates, cargo
323 plan, hold photographs, information and details of the last 4 cargoes carried, and the ETA of the loading port in
324 their bid.

325 **12.7.** Bids shall be provided in the requested currency on the bid submission form "ALL IN" excluding value
326 added tax (VAT).

327 **12.8.** The freight to be invoiced shall be clearly and explicitly stated in the bids, and freight shall not be subject
328 to change throughout the duration of the work. No other fees under any name other than freight shall be taken
329 into consideration.

330 **12.9.** In the event that Eti Maden requests it, the agreed-upon freight can be change with mutual agreement for
331 cases such as port changes, addition or removal of ports of call, addition or reduction of products further than
332 the tonnage option limits indicated in the shipping instruction.

333 **12.10.** Eti Maden shall not request commission under address or any name regarding this carriage work.

334 **12.11.** Stamp tax, all kinds of fees and charges arising from the carriage work shall be borne by the Contractor.

335 **12.12.** Bids that are not submitted in accordance with the Bid Submission Form principles and the specifications
336 shall not be evaluated.

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340 **13. INVOICING AND PAYMENTS**

341 **13.1.** The freight shall be earned upon the clean loading of the cargo onto the vessel's hold and the signing of
342 the bill of lading.

343 **13.2.** The Contractor shall prepare an invoice in the agreed unit freight and currency based on the quantity of
344 cargo stated in the bill of lading and submit it to Eti Maden. The delivery of the invoice to Eti Maden is the
345 responsibility of the Contractor.

346 **13.3.** The invoice shall be one original and issued in the name of "Eti Maden İşletmeleri Genel Müdürlüğü
347 Kızılırmak Mahallesi 1443. Cadde No:5 06530 Çukurambar-Çankaya/ANKARA TÜRKİYE Tax No: 381 007
348 1289 Ankara Kurumlar".

349 **13.4.** The description section of the invoice shall include information related to the shipment, and if there is a
350 discrepancy in the invoice content, payment shall not be made, and the invoice shall be returned.

351 **13.5.** Due to the fact that it is a legal requirement to show the equivalent value in TL on the invoice (VAT Law
352 215/2), the TL equivalent shall be written on the invoice based on the Central Bank of the Republic of Türkiye
353 foreign exchange buying rate on the invoice date. There is no legal obligation for foreign companies.

354 **13.6.** Following the delivery of the invoice and bill of lading to Eti Maden 95% (ninety-five percent) of the
355 payment shall be made within the maximum of 4 (four) working days, after applicable financial deductions if
356 any.

357 **13.7.** The Contractor shall provide the SOF document by e-mail to Eti Maden following the completion of the
358 unloading of the vessel at the final port. Then the balance 5% (five percent) shall be paid within a maximum of
359 4 (four) working days, after cuts the payment of any debt to Eti Maden and cuts to compensate to any breach of
360 the specification terms and conditions causing in any expense, loss, and damage to Eti Maden and/or the Buyer.

361 **13.8.** Any surplus charges shall not be given for this work.

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363 **14. PENALTIES**

364 **14.1.** In case the Contractor breaches this specification and shipping instructions, Eti Maden reserves the right
365 to revoke its status as Bidder for up to 6 (six) months.

366 **14.2.** If the Contractor fails to bring the vessel to the loading port in accordance with LAYCAN, or if the request
367 for LAYCAN extension and/or vessel change is not accepted by Eti Maden, or if the vessel brought is rejected,
368 Eti Maden could terminate the contract without warning or notice. The Contractor whose contract is terminated
369 could lose its status as Bidder for 6 (six) months at the discretion of Eti Maden.

370 **14.3.** If the Contractor breaches the provisions contained in this specification and shipping instructions; any
371 expenses, losses and damages incurred by Eti Maden and/or the Buyer shall be collected from the Contractor.

372 **14.4.** No penalties shall be imposed if supported with documentation by the Contractor for bad weather
373 conditions, congestion at the loading port including transit ports, and any force majeure events described in the
374 specification or delays caused by Eti Maden.

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376 **15. FORCE MAJEURE AND TIME EXTENSION**

377 **15.1.** Cases that shall constitute force majeure:

378 a) Restrictions imposed by the authorities on import or export,

379 b) Natural disasters,

380 c) Declaration of partial or general mobilization,

381 d) Legal strike,

382 e) General epidemic diseases,

383 f) Imposition of embargo,

384 g) State of war,

385 h) Determination of an extraordinary situation that cannot be foreseen and remedied at an
386 unmanageable scale and its recognition as a force majeure by Eti Maden.

387 **15.2.** In case of the occurrence of situations constituting force majeure, the Contractor shall inform Eti Maden
388 within 24 hours.

389 **15.3.** If the Contractor is unable to bring the vessel due to force majeure, the Contractor could submit to Eti
390 Maden for approval another vessel with maximum the same freight, under acceptable LAYCAN and at least the
391 same conditions and features as the previous one, or could request the termination of the contract.

392 **15.4.** In case force majeure occurs before the commencement of vessel loading, Eti Maden or the Contractor
393 could request termination of the contract.

394 **15.5.** In case force majeure occurs after the commencement of vessel loading, Eti Maden shall inform the
395 Contractor of a new route and/or new discharging port.

396

- 397 **16. OTHER PROVISIONS**
 398 **16.1.** The Bid Submission Form is an integral part of this specification.
 399 **16.2.** The provisions of this specification are essential in this carriage. The specification is subject to Turkish
 400 Law. In matters not covered by the Specification and Turkish Law, the provisions of the GENCON Charter (as
 401 revised in 1922, 1976, 1994, and 2022) shall apply.
 402 **16.3.** In case of any dispute, ANKARA Courts and Enforcement Offices shall have jurisdiction.
 403 **16.4.** This specification is prepared in Turkish and English. However, in case of a dispute, the Turkish version
 404 of the specification shall prevail.
 405
 406 **17.** This specification consists of 17 (seventeen) articles.
 407

<p style="text-align: center;">ETİ MADEN İŞLETMELERİ GENEL MÜDÜRLÜĞÜ Kızılırmak Mahallesi 1443. Cadde No:5 06530 Çukurambar-Çankaya / ANKARA TÜRKİYE Phone: +90(312) 294 2000 Fax:+90(312) 230 7184 Tax ID: Ankara Kurumlar V.D. 381 007 1289</p>	<u>BIDDER</u>
<u>Signature</u>	<u>Date and Signature</u>