

波羅地海國際海事理事會

標準光船租船契約

(文書編號：BARECON 2001)

The Baltic and International Maritime Council -BIMCO

BIMCO STANDARD BAREBOAT CHARTER

CODE NAME: “BARECON 2001”

BARECON 2001

1. Shipbroker 船舶經紀人		BIMCO STANDARD BAREBOAT CHARTER CODE NAME: "BARECON 2001" 波羅地海國際海事理事會標準光船租船契約	
		PART I 第一部分	
2. Place and date 簽約地點及日期			
3. Owners/Place of business (Cl. 1) 船舶所有人及營業地址 (第 1 條)	4. Bareboat Charterers/Place of business (Cl. 1) 光船承租人及營業地址(第1條)		
5. Vessel's name, call sign and flag (Cl. 1 and 3) 船舶名稱、呼號及船旗 (第1及3條)			
6. Type of Vessel 船型	7. GT/NT 總噸位/淨噸位		
8. When/Where built 建造時地	9. Total DWT (abt.) in metric tons on summer freeboard 夏季水線體積噸之總載重噸位		
10. Classification Society (Cl. 3) 船級協會(第3條)	11. Date of last special survey by the Vessel's classification society 船舶之船級協會進行最後特別檢驗之日期		
12. Further particulars of Vessel (also indicate minimum number of months' validity of class certificates agreed acc. to Cl. 3) 船舶其他資料(請載明第3條所同意之船級證書最低效期)			
13. Port or Place of delivery (Cl. 3) 交船港地(第3條)	14. Time for delivery (Cl. 4) 交船時間(第 4 條)	15. Cancelling date (Cl. 5) 解約日(第 5 條)	
16. Port or Place of redelivery (Cl. 15) 還船港地(第15條)	17. No. of months' validity of trading and class certificates upon redelivery (Cl. 15) 航行區域及船級證書於還船時之效期(第15條)		
18. Running days' notice if other than stated in Cl. 4 第 4 條所載以外之連續通知日期	19. Frequency of dry-docking (Cl. 10(g)) 入塢期限 (第 10(g)條)		
20. Trading limits (Cl. 6) 航行區域限制(第6條)			
21. Charter period (Cl. 2) 租船期間(第2條)	22. Charter hire (Cl. 11) 租金 (第11條)		
23. New class and other safety requirements (state percentage of Vessel's insurance value acc. to Box 29)(Cl. 10(a)(ii)) 新船級及其他安全要求(載明依照第29欄之船舶保險金額比例)(第10.a.ii條)			
24. Rate of interest payable acc. to Cl. 11(f) and, if applicable, acc. To PART IV 依照第11(f)條及依照第四部分(如有)應支付之利息利率	25. Currency and method of payment (Cl. 11) 貨幣及付款方式 (第11條)		

BIMCO STANDARD BAREBOAT CHARTER

26. Place of payment; also state beneficiary and bank account (Cl. 11) 付款地；請指明銀行帳戶及收款人姓名(第 11 條)	27. Bank guarantee/bond (sum and place)(Cl. 24) (optional)銀行擔保或保證(金額及地點)(第 24 條)(如有)
28. Mortgage(s), if any (state whether 12(a) or (b) applies; if 12(b) applies state date of Financial Instrument and name of Mortgagee(s)/Place of business)(Cl. 12) 抵押，如有(請載明第 12(a)或 12(b)是否適用；如第 12(b)有適用，則載明財務擔保文件之日期、及抵押權人姓名及營業地點)(第 12 條)	29. Insurance (hull and machinery and war risks)(state value acc. to Cl. 13(f) or, if applicable, acc. to Cl. 14(k))(also state if Cl. 14 applies) 保險(船體及機器及戰爭風險)(載明依第 13(f)或於適用時第 14(k)條之金額)(第 14 條適用時，亦請載明)
30. Additional insurance cover, if any, for Owners' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) 限於第13(b)條或第14(g)條為船舶所有人費用之額外保險承保(如有)	31. Additional insurance cover, if any, for Charterers' account limited to (Cl. 13(b) or, if applicable, Cl. 14(g)) 限於第 13(b)條或第 14(g)條為承租人費用之額外保險承保(如有)
32. Latent defects (only to be filled in if period other than stated in Cl. 3) 隱有瑕疵(第3條所載期間以外時才填入)	33. Brokerage commission and to whom payable (Cl. 27) 經紀費及應支付給誰(第27條)
34. Grace period (state number of clear banking days)(Cl. 28) 寬限期(請載明銀行日之日數)(第 28 條)	35. Dispute Resolution (state 30(a), 30(b) or 30(c); if 30(c) agreed Place of Arbitration must be stated (Cl. 30) 爭議解決方式(請載明依 30(a), 30(b)或 30(c))；如協議依第 30(c)條時，請載明第 30 條所協議之仲裁地點
36. War cancellation (indicate countries agreed)(Cl. 26(f))戰爭解約(請載明所協議之國家名)(第26(f)條)	
37. Newbuilding Vessel (indicate with "yes" or "no" whether PART III applies)(optional) 新造船舶(請載明是否適用第三部分)	38. Name and place of Builders (only to be filled in if PART III applies) 建造人名稱及地址(僅於第三部分適用時才填入)
39. Vessel's Yard Building No. (only to be filled in if PART III applies) 船舶造船編號(僅於第三部分適用時才填入)	40. Date of Building Contract (only to be filled in if PART III applies) 造船合約日期(僅於第三部分適用時才填入)
41. Liquidated damages and costs shall accrue to (state party acc. to Cl. 1) 應支付之違約金及費用(請記載第1條之各方) a) b) c)	
42. Hire/Purchase agreement (indicate with "yes" or "no" whether PART IV applies)(optional) 租賃協議(載明是否適用第四部分)	43. Bareboat Charter Registry (indicate "yes" or "no" whether PART V applies)(optional) 光船租船登記 (載明是否適用第五部分)
44. Flag and Country of the Bareboat Charter Registry (only to be filled in if PART V applies) 光船租船登記之船旗及國家 (僅於第五部分適用時才填入)	45. Country of the Underlying Registry (only to be filled in if PART V applies) 優先登記國 (僅於第五部分適用時才填入)
46. Number of additional clauses covering special provisions, if agreed 規定特別事項(如有)之額外條款數	

PREAMBLE - It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter which shall include PART I and PART II. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II to the extent of such conflict but no further. It is further mutually agreed that PART III and/or PART IV and/or PART V shall only apply and only form part of this Charter if expressly agreed and stated in the Boxes 37, 42 and 43. If PART III and/or PART IV and/or PART V apply, it is further agreed that in the event of a conflict of conditions, the provisions of PART I and PART II shall prevail over those of PART III and/or PART IV and/or PART V to the extent of such conflict but no further.

前言－雙方謹此同意，本契約應依照本租約第一部分及第二部分所規定之條件為履行。如各條件間互有抵觸，第一部分規定應優先第二部分之規定為適用，然僅限於抵觸部分。謹此進一步同意，第三部分及或第四部分及或第五部分僅於第 37，42 及 43 欄有明示協議或載明時，使予以適用並成為本契約之一部分。於適用第三部分及或第四部分及或第五部分時，謹此進一步同意，如各規定互有抵觸，第一部分及第二部分規定應優先適用於第三部分及或第四部分及或第五部分之規定，然僅限於抵觸部分。

Signature (Owners) 簽字(船舶所有人)	Signature (Charterers) 簽字(承租人)
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1. Definitions

In this Charter, the following terms shall have the meanings hereby assigned to them:

“*The Owners*” shall mean the party identified in Box 3;

“*The Charterers*” shall mean the party identified in Box 4;

“*The Vessel*” shall mean the vessel named in Box 5 and with particulars as stated in Boxes 6 to 12.

“*Financial Instrument*” means the mortgage, deed of covenant or other such financial security instrument as annexed to this Charter and stated in Box 28.

2. Charter Period

In consideration of the hire detailed in Box 22, the Owners have agreed to let and the Charterers have agreed to hire the Vessel for the period stated in Box 21 (“The Charter Period”).

3. Delivery

(not applicable when Part III applies, as indicated in Box 37)

- (a) The Owners shall before and at the time of delivery exercise due diligence to make the Vessel seaworthy and in every respect ready in hull, machinery and equipment for service under this Charter. The Vessel shall be delivered by the Owners and taken over by the Charterers at the port or place indicated in Box 13 in such ready safe berth as the Charterers may direct.
- (b) The Vessel shall be properly documented on delivery in accordance with the laws of the flag State indicated in Box 5 and the requirements of the classification society stated in Box 10. The Vessel upon delivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 12.
- (c) The delivery of the Vessel by the Owners and the taking over of the Vessel by the Charterers shall constitute a full performance by the Owners of all the Owners’ obligations under this Clause 3, and thereafter the Charterers shall not be entitled to make or assert any claim against the Owners on account of any conditions, representations or warranties expressed or implied with respect to the Vessel but the Owners shall be liable for the cost of but not the time for repairs or renewals occasioned by latent defects in the Vessel, her machinery or appurtenances, existing at the time of delivery under this Charter, provided such defects have manifested themselves within twelve (12) months after delivery unless otherwise provided in Box 32.

4. Time for Delivery

(not applicable when Part III applies, as indicated in Box 37)

The Vessel shall not be delivered before the date indicated in Box 14 without the Charterers’ consent and the Owners shall exercise due diligence to deliver the Vessel not later than the date indicated in Box 15. Unless otherwise agreed in Box 18,

1. 定義

於本租約，下列名詞意義如下：

“船舶所有人”係指第3欄所列名之人；

“租船人”係指第4欄所列名之人；

“船舶”係指第5欄所列名之船舶及第6至12欄所載明之項目。

“財務文書”係指附加於本租約且為第28欄所載明之抵押、契據或其他財務擔保文件。

2. 承租期間

作為第22欄所列租金之約因，船舶所有人同意出租，承租人同意承租船舶於第21欄所載明之期間（“承租期間”）。

3. 交船

(如第37欄所載，於第三部分適用時，本條款不適用之)

- (a) 船舶所有人應於交船之前或當時謹慎小心地使船舶具適航能力且於船體、機器及設備任何方面均已備就為本租約之服務。船舶應由船舶所有人且由承租人於第13欄所指定由承租人所指示之安全靠泊之港口或地點為交船。
- (b) 於交船時，船舶應備載第5欄船旗國之法律所要求及第10欄船級協會所要求之適當文件。交船時，船舶應已完成之船舶檢驗週期應為最近一期，航行及船級證書之效期應至少具有第12欄所協議之月份。
- (c) 船舶所有人將船舶交船及承租人接收船舶，應構成船舶所有人已完全履行第3條所載義務，此後，承租人無權向船舶所有人主張或提出有關船舶任何狀況、代表或明示或默示擔保之求償，然船舶所有人仍應負責本租約交船當時已經存在於船舶、其上機器及屬具之隱有瑕疵所生之修理或更新之時間損失成本，但除第32條另有規定外，該瑕疵必須於交船後第12個月提出。

4. 交船時間

(如第37欄所載，於第三部分適用時，本條款不適用之)

除承租人另為同意外，船舶交船日期不應早於第14欄所載日期，且船舶所有人應謹慎小心地於不遲於第15欄所載日期前交船。除第18欄另有協議外，船舶

the Owners shall give the Charterers not less than thirty (30) running days' preliminary and not less than fourteen (14) running days' definite notice of the date on which the Vessel is expected to be ready for delivery. The Owners shall keep the Charterers closely advised of possible changes in the Vessel's position.

5. Cancelling

(not applicable when Part III applies, as indicated in Box 37)

- (a) Should the Vessel not be delivered latest by the cancelling date indicated in Box 15, the Charterers shall have the option of cancelling this Charter by giving the Owners notice of cancellation within thirty-six (36) running hours after the cancelling date stated in Box 15, failing which this Charter shall remain in full force and effect.
- (b) If it appears that the Vessel will be delayed beyond the cancelling date, the Owners may, as soon as they are in a position to state with reasonable certainty the day on which the Vessel should be ready, give notice thereof to the Charterers asking whether they will exercise their option of cancelling, and the option must then be declared within one hundred and sixty-eight (168) running hours of the receipt by the Charterers of such notice or within thirty-six (36) running hours after the cancelling date, whichever is the earlier. If the Charterers do not then exercise their option of cancelling, the seventh day after the readiness date stated in the Owners' notice shall be substituted for the canceling date indicated in Box 15 for the purpose of this Clause 5.
- (c) Cancellation under this Clause 5 shall be without prejudice to any claim the Charterers may otherwise have on the Owners under this Charter.

6. Trading Restrictions

The Vessel shall be employed in lawful trades for the carriage of suitable lawful merchandise within the trading limits indicated in Box 20.

The Charterers undertake not to employ the Vessel or suffer the Vessel to be employed otherwise than in conformity with the terms of the contracts of insurance (including any warranties expressed or implied therein) without first obtaining the consent of the insurers to such employment and complying with such requirements as to extra premium or otherwise as the insurers may prescribe.

The Charterers also undertake not to employ the Vessel or suffer her employment in any trade or business which is forbidden by the law of any country to which the Vessel may sail or is otherwise illicit or in carrying illicit or prohibited goods or in any manner whatsoever which may render her liable to condemnation, destruction, seizure or confiscation.

Notwithstanding any other provisions contained in this Charter it is agreed that nuclear fuels or radioactive products or waste are specifically excluded from the cargo permitted to be loaded or carried under this Charter. This exclusion does not apply to radio-isotopes used or intended to be used for any industrial, commercial, agricultural, medical or scientific purposes

所有人應給予承租人不少於30連續日之預計交船初步通知，及不少於14連續天之預計交船確定通知。船舶所有人應隨時將船舶可能動態通知承租人。

5. 解約

(如第37欄所載，於第三部分適用時，本條款不適用之)

- (a) 如船舶無法於第 15 欄所載最晚解約日期前交船，承租人有權於第 15 欄所載解約日之後 36 連續小時之解約通知給船舶所有人而解除本租約，未為該通知，本租約仍具完全效力。
- (b) 如顯示船舶可能會遲於解約日後才交船，船舶所有人於可合理確認船舶何時可備就交船日期之時，應立即通知承租人，詢問其是否行使解約權，且該解約權必須於承租人收到該通知後 168 連續小時內或於解約日之後 36 連續小時內為之，以較早到達者為準。如承租人未行使解約權，則船舶所有人通知上所載船舶備就日期後之第七天應取代第 15 欄為本第 5 條目的所載明之解約日。
- (c) 本第 5 條之解約，不應損及承租人依本租約可得向船舶所有人為求償之權利。

6. 航行區域限制

船舶應使用於運載適當合法商品並於第 20 欄所載航行區域限制範圍內為合法貿易。

在未事先取得保險人同意且遵守保險人所提出之額外保費或其他事項之要求之情況下，承租人同意不使船舶或令船舶被使用於保險契約條款規定(包括保險契約內任何明示或默示擔保)以外之區域。

承租人同意不使船舶或令船舶被使用於船舶可能行經之任何國家之法律所禁止之任何貿易或商業活動，或為非法或運載非法或禁止貨品或任何可能會使其被判刑、銷毀、扣押或沒收之方式。

無論本租約任何其他條款之規定為何，謹此協議，核子燃料或放射性產品或廢料應特別排除於本租約可得裝載或裝運之貨物。本除外規定不適用於使用於或擬使用於工業、商業、農業、醫藥或科學方面的放射性同位素，然事前

provided the Owners' prior approval has been obtained to loading thereof.

7. Surveys on Delivery and Redelivery

(not applicable when Part III applies, as indicated in Box 37)

The Owners and Charterers shall each appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of delivery and redelivery hereunder. The Owners shall bear all expenses of the On-hire Survey including loss of time, if any, and the Charterers shall bear all expenses of the Off-hire Survey including loss of time, if any, at the daily equivalent to the rate of hire or pro rata thereof.

8. Inspection

The Owners shall have the right at any time after giving reasonable notice to the Charterers to inspect or survey the Vessel or instruct a duly authorised surveyor to carry out such survey on their behalf:-

- (a) to ascertain the condition of the Vessel and satisfy themselves that the Vessel is being properly repaired and maintained. The costs and fees for such inspection or survey shall be paid by the Owners unless the Vessel is found to require repairs or maintenance in order to achieve the condition so provided;
- (b) in dry-dock if the Charterers have not dry-docked her in accordance with Clause 10(g). The costs and fees for such inspection or survey shall be paid by the Charterers; and
- (c) for any other commercial reason they consider necessary (provided it does not unduly interfere with the commercial operation of the Vessel). The costs and fees for such inspection and survey shall be paid by the Owners.

All time used in respect of inspection, survey or repairs shall be for the Charterers' account and form part of the Charter Period.

The Charterers shall also permit the Owners to inspect the Vessel's log books whenever requested and shall whenever required by the Owners furnish them with full information regarding any casualties or other accidents or damage to the Vessel.

9. Inventories, Oil and Stores

A complete inventory of the Vessel's entire equipment, outfit including spare parts, appliances and of all consumable stores on board the Vessel shall be made by the Charterers in conjunction with the Owners on delivery and again on redelivery of the Vessel. The Charterers and the Owners, respectively, shall at the time of delivery and redelivery take over and pay for all bunkers, lubricating oil, unbroached provisions, paints, ropes and other consumable stores (excluding spare parts) in the said Vessel at the then current market prices at the ports of delivery and redelivery, respectively. The Charterers shall ensure that all spare parts listed in the inventory and used during the Charter Period are replaced at their expense prior to redelivery of the

取得船舶所有人之裝運許可者不在此限。

7. 交船及還船公證

(如第37欄所載，於第三部分適用時，本條款不適用之)

為決定及書面同意船舶於交船及還船時之船況，船舶所有人及承租人應各自指派一公證人。船舶所有人應負擔起租公證之所有費用，包括時間損失(如有)，承租人應負擔離租公證之所有費用，包括時間損失(如有)，依租金費率或按比例計算日租金。

8. 檢查

船舶所有人有權於任何時間給予承租人合理通知，對船舶進行檢查或公證或指派一經適當授權之公證人代表其進行公證：

- (a) 以確定船舶之船況並使其滿意船舶業經適當修理及維護。該檢查或公證之成本及費用應由船舶所有人支付，然發現船舶需要修理或保養係為其所需船況者除外；
- (b) 船舶入塢，如承租人未依第10(g)條將船舶入塢。該檢查或公證之成本及費用即應由承租人負擔之；且
- (c) 為任何其他商業理由認為必須時(然以不得不當干擾船舶商業營運為限)。該檢查或公證之成本及費用即應由船舶所有人負擔之。

有關檢查、公證或修理所使用之所有時間均應由承租人負擔，並構成租約期間之一部分。

承租人應容許船舶所有人檢查船舶之航行日誌，無論何時提出是項請求，且於船舶所有人提出是項請求時，應提供有關船舶任何事故或其他意外或損害之完整資訊。

9. 財產目錄、油料及物料

於交船及後來還船時，承租人應會同船舶所有人對於船上之所有設備、裝置，包括零件、屬具及所有消耗性物料編制一完整的財產目錄。承租人及船舶所有人應各自於交船及還船時接收並依交船港或還船港之當時市價支付船上燃油、潤滑油、未開封之供應品、油漆、纜繩及其他消耗性物料(零件除外)。承租人應確保財產目錄上及於租船期間所使用之所有零件，於船舶還船前，已以其費用放置於船上。

Vessel.

10. Maintenance and Operation

- (a)
- (i) **Maintenance and Repairs** - During the Charter Period the Vessel shall be in the full possession and at the absolute disposal for all purposes of the Charterers and under their complete control in every respect. The Charterers shall maintain the Vessel, her machinery, boilers, appurtenances and spare parts in a good state of repair, in efficient operating condition and in accordance with good commercial maintenance practice and, except as provided for in Clause 14(1), if applicable, at their own expense they shall at all times keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.
- (ii) **New Class and Other Safety Requirements** - In the event of any improvement, structural changes or new equipment becoming necessary for the continued operation of the Vessel by reason of new class requirements or by compulsory legislation costing (excluding the Charterers' loss of time) more than the percentage stated in Box 23, or if Box 23 is left blank, 5 per cent of the Vessel's insurance value as stated in Box 29, then the extent, if any, to which the rate of hire shall be varied and the ratio in which the cost of compliance shall be shared between the parties concerned in order to achieve a reasonable distribution thereof as between the Owners and the Charterers having regard, inter alia, to the length of the period remaining under this Charter shall, in the absence of agreement, be referred to the dispute resolution method agreed in Clause 30.
- (iii) **Financial Security** - The Charterers shall maintain financial security or responsibility in respect of third party liabilities as required by any government, including federal, state or municipal or other division or authority thereof, to enable the Vessel, without penalty or charge, lawfully to enter, remain at, or leave any port, place, territorial or contiguous waters of any country, state or municipality in performance of this Charter without any delay. This obligation shall apply whether or not such requirements have been lawfully imposed by such government or division or authority thereof.
- The Charterers shall make and maintain all arrangements by bond or otherwise as may be necessary to satisfy such requirements at the Charterers' sole expense and the Charterers shall indemnify the Owners against all consequences whatsoever (including loss of time) for any failure or inability to do so.
- (b) **Operation of the Vessel** - The Charterers shall at their own expense and by their own procurement man, victual, navigate, operate, supply, fuel and, whenever required,

10. 保養及營運

- (a)
- (i) **保養及修理**：於承租期間內，船舶完全處於承租人占有且承租人為所有目的具有絕對處置權及對任何事項具有完全的控制權。承租人應針對船舶、其機器、鍋爐、屬具及零件予以修理至完好狀態、具備有效操作狀況並依照良好的商業保養實務，且除第 14(1) 條另有規定外，於適用時，其應以其費用於所有時間保持船舶船級完全符合第 10 欄所載船級協會任何到期要求並於所有時間均維持所有必要證書的效力。
- (ii) **新船級及其他安全要求**：由於新船級要求或因強制法律而需進行任何改裝、結構變更或安裝新設備時，造成超過第 23 欄所載費用(承租人時間損失不計)，或如第 23 欄為空白時，則為第 29 欄船舶保險金額的 5%，就該金額(如有)，租金費率應予以變動，其變動浮動應由船舶所有人及承租人之相關當事人間為達到本租約剩餘期間之合理分擔，相對於該成本之比例部分，對此如無協議，則依第 30 條所協議之爭議解決方式處理之。
- (iii) **財務擔保**：承租人應保持任何政府，包括聯邦、州或自治省或其所屬其他部門或機關所要求之第三人責任財務擔保或責任，以使船舶免於罰款或處罰、合法進入、停留或離開任何國家、州或自治省之任何港口、地點、領海或鄰接區，而不至對本租約的履行造成遲延。無論該政府或其部門或官署是否已依法課以是項要求，本義務仍應適用之。
- 為滿足是項要求，承租人應以自身費用，以保證書或其他方式進行或維持所有安排，疏於或未能如此為之，無論任何原因所造成之後果(包括時間損失)，承租人應賠償船舶所有人。
- (b) **船舶營運**：承租人應以其費用為船舶人員之配置、供應伙食、為船舶的航行、營運、物料供應、燃料及

repair the Vessel during the Charter Period and they shall pay all charges and expenses of every kind and nature whatsoever incidental to their use and operation of the Vessel under this Charter, including annual flag State fees and any foreign general municipality and/or state taxes. The Master, officers and crew of the Vessel shall be the servants of the Charterers for all purposes whatsoever, even if for any reason appointed by the Owners.

Charterers shall comply with the regulations regarding officers and crew in force in the country of the Vessel's flag or any other applicable law.

- (c) The Charterers shall keep the Owners and the mortgagee(s) advised of the intended employment, planned dry-docking and major repairs of the Vessel, as reasonably required.
- (d) **Flag and Name of Vessel** - During the Charter Period, the Charterers shall have the liberty to paint the Vessel in their own colours, install and display their funnel insignia and fly their own house flag. The Charterers shall also have the liberty, with the Owners' consent, which shall not be unreasonably withheld, to change the flag and/or the name of the Vessel during the Charter Period. Painting and re-painting, instalment and re-instalment, registration and re-registration, if required by the Owners, shall be at the Charterers' expense and time.
- (e) **Changes to the Vessel** - Subject to Clause 10(a)(ii), the Charterers shall make no structural changes in the Vessel or changes in the machinery, boilers, appurtenances or spare parts thereof without in each instance first securing the Owners' approval thereof. If the Owners so agree, the Charterers shall, if the Owners so require, restore the Vessel to its former condition before the termination of this Charter.
- (f) **Use of the Vessel's Outfit, Equipment and Appliances** - The Charterers shall have the use of all outfit, equipment, and appliances on board the Vessel at the time of delivery, provided the same or their substantial equivalent shall be returned to the Owners on redelivery in the same good order and condition as when received, ordinary wear and tear excepted. The Charterers shall from time to time during the Charter Period replace such items of equipment as shall be so damaged or worn as to be unfit for use. The Charterers are to procure that all repairs to or replacement of any damaged, worn or lost parts or equipment be effected in such manner (both as regards workmanship and quality of materials) as not to diminish the value of the Vessel. The Charterers have the right to fit additional equipment at their expense and risk but the Charterers shall remove such equipment at the end of the period if requested by the Owners. Any equipment including radio equipment on hire on the Vessel at time of delivery shall be kept and maintained by the Charterers and the Charterers shall assume the obligations and liabilities of the Owners under any lease contracts in connection therewith and shall reimburse the Owners for all expenses incurred in connection therewith, also for any new equipment required in order to comply with radio regulations.
- (g) **Periodical Dry-Docking** - The Charterers shall drydock the Vessel and clean and paint her underwater parts whenever the same may be necessary, but not less than once during

於租約期間內所需之修理，承租人並應支付於本租約與船舶使用及營運有關無論任何性質或類型之所有費用或花費，包括年度船旗國規範及任何國外一般自治及或州稅。無論為何目的且即使係船舶所有人為任何原因所指派，船舶之船長、船副及船員為承租人之受雇人。

承租人應遵守船舶登記國或任何其他應適用之法律中有關船副及船員之強制性規定。

- (c) 一經合理要求，承租人應將預定僱用、船舶預計入塢及主要修理通知船舶所有人及抵押權人。
- (d) **船舶之船旗及名稱**：於本租約期間，承租人得選擇將船舶油漆成自己的顏色，安置或配劃其煙囪標誌，並懸掛其公司旗幟。承租人亦有權，於船舶所有人同意下(船舶所有人對此不得有不合理拒絕)，於租約期間變更船舶之船旗及或船名。如經船舶所有人要求，油漆及重新油漆、安裝及再安裝、登記及再登記之費用及時間均由承租人承擔。
- (e) **船舶改裝**：於適用第10(a)(ii)條及在末事先取得船舶所有人批准之情況下，承租人不得對船舶進行任何結構性的變更或變動船上機器、鍋爐、屬具或配件。如獲船舶所有人同意，一經船舶所有人要求，承租人應於本租約終止前，將船舶回復為原先狀況。
- (f) **船舶裝備、設備及屬具之使用**：承租人得使用船舶交船時船上之所有裝備、設備及屬具，然除一般損耗外，於還船時，應以同樣或實質上等同於與其收到當時之完好情狀返還給船舶所有人。承租人於承租期間內得隨時將受損或耗損而不適宜使用之設備物件予以更換。承租人所進行之任何受損、耗損或損失之零件或設備之所有修理或更換應以不減損船舶價值之方法(包括修理技術及材料)為之。承租人有權以其自己費用安裝額外設備，然一經船舶所有人要求，承租人於租約期滿時應將該設備予以移除。交船當時船上所租來之設備包括無線電設備，承租人應妥為保存及保養，且承租人應承擔船舶所有人與該設備有關之租約下之義務及責任，且對於有關該設備所發生之所有費用，包括為符合無線電規則所需任何新設備，承租人應補償船舶所有人。
- (g) **定期進塢**：承租人於需要時應安排將船舶進塢、清潔及油漆船舶水下部位，且不應短於第19欄所載入塢

the period stated in Box 19 or, if Box 19 has been left blank, every sixty (60) calendar months after delivery or such other period as may be required by the Classification Society or flag State.

11. Hire

- (a) The Charterers shall pay hire due to the Owners punctually in accordance with the terms of this Charter in respect of which time shall be of the essence.
- (b) The Charterers shall pay to the Owners for the hire of the Vessel a lump sum in the amount indicated in Box 22 which shall be payable not later than every thirty (30) running days in advance, the first lump sum being payable on the date and hour of the Vessel's delivery to the Charterers. Hire shall be paid continuously throughout the Charter Period.
- (c) Payment of hire shall be made in cash without discount in the currency and in the manner indicated in Box 25 and at the place mentioned in Box 26.
- (d) Final payment of hire, if for a period of less than thirty (30) running days, shall be calculated proportionally according to the number of days and hours remaining before redelivery and advance payment to be effected accordingly.
- (e) Should the Vessel be lost or missing, hire shall cease from the date and time when she was lost or last heard of. The date upon which the Vessel is to be treated as lost or missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's, whichever occurs first. Any hire paid in advance to be adjusted accordingly.
- (f) Any delay in payment of hire shall entitle the Owners to interest at the rate per annum as agreed in Box 24. If Box 24 has not been filled in, the three months interbank offered rate in London (LIBOR or its successor) for the currency stated in Box 25, as quoted by the British Bankers' Association (BBA) on the date when the hire fell due, increased by 2 per cent., shall apply.
- (g) Payment of interest due under sub-clause 11(f) shall be made within seven (7) running days of the date of the Owners' invoice specifying the amount payable or, in the absence of an invoice, at the time of the next hire payment date.

12. Mortgage

(only to apply if Box 28 has been appropriately filled in)

- (a) *) The Owners warrant that they have not effected any mortgage(s) of the Vessel and that they shall not effect any mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.
- (b) *) The Vessel chartered under this Charter is financed by a mortgage according to the Financial Instrument. The Charterers undertake to comply, and provide such information and documents to enable the Owners to comply, with all such instructions or directions in regard to

期間，或如第19欄空白未約定，則於交船後每60個月或船級協會或船旗國所要求之其他期間為入塢。

11. 租金

- (a) 承租人應將到期應支付之租金依租約規定，如期支付給船舶所有人，於本租約，有關時間應為租約之基本要素。
- (b) 承租人應依照第22欄所載總額支付船舶租金給船舶所有人，每期預付款不應短於30連續日，第一期付款總額應於船舶交船給承租人之時日支付之。租金於整個租船期間均應持續支付之。
- (c) 租金支付應以第25欄所載貨幣及方式及第26欄所載地點，以現金且不得有任何扣減支付之。
- (d) 最後一期租金，如該期期間短於30連續日，應依還船前所剩餘之日數及時數，與預付租金之日數及時數比例計算之。
- (e) 如船舶全損或失蹤，租金應自船舶全損或最後得知訊息之時日中止。船舶被認定為全損或失蹤之日期，應為船舶最後被通報，或如船舶被勞依茲協會通報為失蹤後之十日，採先到。任何預先支付之租金依此比例調整。
- (f) 任何租金之延遲支付，均使船舶所有人有權洽收第24欄所協議之年利率利息。如第24欄未載明，則為第25欄所載貨幣以英國銀行協會所發佈之倫敦三個月銀行間拆款利率加上2%，自租金到期日起算之利息。
- (g) 第11(f)條應付之利息應於船舶所有人所載明應付款項之發票日期之7連續日內支付之，或如無該發票，則於下次租金付款日支付之。

12. 抵押

(僅於第28欄適當填入時才適用之)

- (a) *) 船舶所有人擔保其並為將船舶予以抵押，且其未經承租人事先同意(承租人對此不得有不合理拒絕)，亦不會將船舶予以抵押。
- (b) *) 船舶於本租約期間係依照財務文件為抵押。承租人同意遵守並提供相關資料及文件以使船舶所有人能遵守財務文件中或於本租約期間由抵押權人依財務文件隨時所提出有

the employment, insurances, operation, repairs and maintenance of the Vessel as laid down in the Financial Instrument or as may be directed from time to time during the currency of the Charter by the mortgagee(s) in conformity with the Financial Instrument. The Charterers confirm that, for this purpose, they have acquainted themselves with all relevant terms, conditions and provisions of the Financial Instrument and agree to acknowledge this in writing in any form that may be required by the mortgagee(s). The Owners warrant that they have not effected any mortgage(s) other than stated in Box 28 and that they shall not agree to any amendment of the mortgage(s) referred to in Box 28 or effect any other mortgage(s) without the prior consent of the Charterers, which shall not be unreasonably withheld.

**) (Optional, Clauses 12(a) and 12(b) are alternatives; indicate alternative agreed in Box 28).*

13. Insurance and Repairs

- (a) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against hull and machinery, war and Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii) in such form as the Owners shall in writing approve, which approval shall not be un-reasonably withheld. Such insurances shall be arranged by the Charterers to protect the interests of both the Owners and the Charterers and the mortgagee(s) (if any), and the Charterers shall be at liberty to protect under such insurances the interests of any managers they may appoint. Insurance policies shall cover the Owners and the Charterers according to their respective interests.

Subject to the provisions of the Financial Instrument, if any, and the approval of the Owners and the insurers, the Charterers shall effect all insured repairs and shall undertake settlement and reimbursement from the insurers of all costs in connection with such repairs as well as insured charges, expenses and liabilities to the extent of coverage under the insurances herein provided for.

The Charterers also to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.

All time used for repairs under the provisions of subclause 13(a) and for repairs of latent defects according to Clause 3(c) above, including any deviation, shall be for the Charterers' account.

- (b) If the conditions of the above insurances permit additional insurance to be placed by the parties, such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including

關船舶僱傭、保險、營運、修理及保養之所有指示或要求。為此目的，承租人於此確認其已充分知曉該財務文件之所有相關條件、條款及規定，且同意以抵押權人所要求之任何書面形式予以承認。船舶所有人於此擔保，除第28欄所載外，在未經承租人事先同意下(承租人對此不得有不合理拒絕)，其不會將船舶予以抵押，且其不會同意有關第28條所載抵押之任何修訂。

**) (第12(a)及12(b)條為選擇適用；請於第28欄載明所同意之選擇)*

13. 保險及修理

- (a) 於租約期間，承租人應以其費用，保持船舶之船體級機器保險、戰爭險及防護及補償風險(及任何為船舶營運(包括維護)及第 10(a)(iii)條財務擔保所需強制投保之風險)，投保格式應獲船舶所有人書面認可，惟該認可不得無理拒絕。這些保險應由承租人安排，以保障船舶所有人及承租人及抵押權人(如有)各方之利益，且承租人有權於該保險保障其所指派之任何船舶經理人之利益。保險單應依各自利益涵蓋船舶所有人及承租人。

於適用財務文件規定(如有)，及經船舶所有人及保險人認可之情況下，承租人應進行所有有承保之修理工作，且應進行與該修理及保險費用、花費及於該保險所規定之承保範圍責任，而與保險人間之理賠及補償作業之所有成本。

非保險契約所承保及或未超過保險契約所規定之可能起賠額或自負額之所有其他修理，承租人應負責且應進行修理並負擔所有所生成本及費用。

本第 13(a)條規定之修理所使用之時間，及依據第 3(c)條隱有瑕疵之修理，包括任何偏航，應由承租人負擔。

- (b) 如前述保險係以允許某方應安排額外保險為條件者，該承保應限於由各方依第 30 欄及第 31 欄所各自負擔之數額。船舶所有人或承租人應立即通知他方所應投保之任何額外保險之資料，包括任何批單或保單

copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.

- (c) The Charterers shall upon the request of the Owners, provide information and promptly execute such documents as may be required to enable the Owners to comply with the insurance provisions of the Financial Instrument.
- (d) Subject to the provisions of the Financial Instrument, if any, should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 13(a), all insurance payments for such loss shall be paid to the Owners who shall distribute the moneys between the Owners and the Charterers according to their respective interests. The Charterers undertake to notify the Owners and the mortgagee(s), if any, of any occurrences in consequence of which the Vessel is likely to become a total loss as defined in this Clause.
- (e) The Owners shall upon the request of the Charterers, promptly execute such documents as may be required to enable the Charterers to abandon the Vessel to insurers and claim a constructive total loss.
- (f) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 13(a), the value of the Vessel is the sum indicated in Box 29.

14. Insurance, Repairs and Classification

(Optional, only to apply if expressly agreed and stated in Box 29, in which event Clause 13 shall be considered deleted).

- (a) During the Charter Period the Vessel shall be kept insured by the Owners at their expense against hull and machinery and war risks under the form of policy or policies attached hereto. The Owners and/or insurers shall not have any right of recovery or subrogation against the Charterers on account of loss of or any damage to the Vessel or her machinery or appurtenances covered by such insurance, or on account of payments made to discharge claims against or liabilities of the Vessel or the Owners covered by such insurance. Insurance policies shall cover the Owners and the Charterers according to their respective interests.
- (b) During the Charter Period the Vessel shall be kept insured by the Charterers at their expense against Protection and Indemnity risks (and any risks against which it is compulsory to insure for the operation of the Vessel, including maintaining financial security in accordance with sub-clause 10(a)(iii)) in such form as the Owners shall in writing approve which approval shall not be unreasonably withheld.
- (c) In the event that any act or negligence of the Charterers shall vitiate any of the insurance herein provided, the Charterers shall pay to the Owners all losses and indemnify the Owners against all claims and demands which would otherwise have been covered by such insurance.
- (d) The Charterers shall, subject to the approval of the Owners or Owners' Underwriters, effect all insured repairs, and the

及如前述所需之保險需要保險人同意時之保險人書面同意。

- (c) 一經船舶所有人請求，承租人應提供資料並立即準備該可能所需之文件，以使船舶所有人能符合財務文件所需之保險條款要求。
- (d) 於適用財務文件條款之情況下(如有)，如船舶成為依第 13(a)條所需保險之實際全損、推定全損、假定全損或協議全損，保險所應支付之所有全損理賠款項應支付給船舶所有人，而由船舶所有人依各自利益，再將款項分配給船舶所有人及承租人。於發生任何事故而可能使船舶成為本條款所定義之全損時，承租人同意會通知船舶所有人及抵押權人(如有)。
- (e) 一經承租人請求，船舶所有人應立即提供所需文件，以便使承租人能委付船舶給保險人並求償推定全損。
- (f) 為第 13(a)條規定向船體及機器及戰爭風險保險承保之目的，船舶之價值應為第 29 欄所載之數值。

14. 保險、修理及船級

(僅於明示同意適用且載明於第29欄，本條款方選擇適用之，此時第13條視為刪除)

- (a) 於租約期間，船舶所有人應以其費用，依附件保單格式或保險單，投保船舶之船體及機器及戰爭風險。船舶所有人及或保險人無權就該保險所承保之船舶及其機器或屬具之任何毀損或滅失，或基於該保險所承保為免除對船舶或船舶所有人主張之求償或責任所為之賠款，對承租人為追償或代位求償。保險單應依各自利益，承保船舶所有人及承租人。
- (b) 於租約期間，承租人應以其費用投保船舶之防護及補償風險(及任何為船舶營運(包括維護)及依照第 10(a)(iii)條財務擔保所需強制投保之風險)，投保格式應獲船舶所有人書面認可，惟該認可不得無理拒絕。
- (c) 因承租人之行為或過失造成本點所規定之任何保險失去效力，承租人應賠付船舶所有人所有損失，並補償船舶所有人假定有該保險承保之所有求償及要求。
- (d) 經船舶所有人及船舶所有人之保險人之認可下，承租人應進行所有已

Charterers shall undertake settlement of all miscellaneous expenses in connection with such repairs as well as all insured charges, expenses and liabilities, to the extent of coverage under the insurances provided for under the provisions of sub-clause 14(a). The Charterers to be secured reimbursement through the Owners' Underwriters for such expenditures upon presentation of accounts.

- (e) The Charterers to remain responsible for and to effect repairs and settlement of costs and expenses incurred thereby in respect of all other repairs not covered by the insurances and/or not exceeding any possible franchise(s) or deductibles provided for in the insurances.
- (f) All time used for repairs under the provisions of sub-clauses 14(d) and 14(e) and for repairs of latent defects according to Clause 3 above, including any deviation, shall be for the Charterers' account and shall form part of the Charter Period. The Owners shall not be responsible for any expenses as are incident to the use and operation of the Vessel for such time as may be required to make such repairs.
- (g) If the conditions of the above insurances permit additional insurance to be placed by the parties such cover shall be limited to the amount for each party set out in Box 30 and Box 31, respectively. The Owners or the Charterers as the case may be shall immediately furnish the other party with particulars of any additional insurance effected, including copies of any cover notes or policies and the written consent of the insurers of any such required insurance in any case where the consent of such insurers is necessary.
- (h) Should the Vessel become an actual, constructive, compromised or agreed total loss under the insurances required under sub-clause 14(a), all insurance payments for such loss shall be paid to the Owners, who shall distribute the moneys between themselves and the Charterers according to their respective interests.
- (i) If the Vessel becomes an actual, constructive, compromised or agreed total loss under the insurances arranged by the Owners in accordance with sub-clause 14(a), this Charter shall terminate as of the date of such loss.
- (j) The Charterers shall upon the request of the Owners, promptly execute such documents as may be required to enable the Owners to abandon the Vessel to the insurers and claim a constructive total loss.
- (k) For the purpose of insurance coverage against hull and machinery and war risks under the provisions of sub-clause 14(a), the value of the Vessel is the sum indicated in Box 29.
- (l) Notwithstanding anything contained in sub-clause 10(a), it is agreed that under the provisions of Clause 14, if applicable, the Owners shall keep the Vessel's Class fully up to date with the Classification Society indicated in Box 10 and maintain all other necessary certificates in force at all times.

15. Redelivery

At the expiration of the Charter Period the Vessel shall be

有承保之修理工作，並負擔第 14(a) 條所規定之保險承保範圍有關該修理及解決所有承保費用、花費及責任之所有有關雜支。該費用帳單一經提示，承租人即可經由船舶所有人之保險人處獲得補償。

- (e) 非保險契約所承保及或未超過保險契約所規定之可能起賠額或自負額之所有其他修理，承租人應負責且應進行修理並負擔所有所生成本及費用。
- (f) 本第 14(d) 條及第 14(e) 條規定之修理所使用之時間，及依據第 3 條隱有瑕疵之修理，包括任何偏航，應由承租人負擔，且構成本租約期間之一部分。船舶所有人不負責船舶為進行是項修理可能所需之時間之使用或營運連帶所生之任何費用。
- (g) 如前述保險係以允許某方應安排額外保險為條件者，該承保應限於由各方依第 30 欄及第 31 欄所各自負擔之數額。船舶所有人或承租人應立即通知他方所應投保之任何額外保險之資料，包括任何批單或保單及如前述所需之保險需要保險人同意時之保險人書面同意。
- (h) 如船舶成為依第 14(a) 條所需保險之實際全損、推定全損、假定全損或協議全損，保險所應支付之所有全損理賠款項應支付給船舶所有人，而由船舶所有人依各自利益，再將款項分配給船舶所有人及承租人。
- (i) 如船舶成為船舶所有人依第 14(a) 條所安排保險之實際全損、推定全損、假定全損或協議全損時，本租約於該損失之日終止。
- (j) 一經船舶所有人請求，承租人應立即提供所需文件，以便使船舶所有人能委付船舶給保險人並求償推定全損。
- (k) 為第 14(a) 條規定向船體及機器及戰爭風險保險承保之目的，船舶之價值應為第 29 欄所載之數值。
- (l) 不論第 10(a) 條規定為何，謹此同意並於適用時，依第 14 條規定，船舶所有人應完全保持第 10 欄所載船級協會之船舶之船級，並於所有時間維持所有其他必要證書。

15. 還船

於租期屆滿時，承租人應於第 16 欄所載

redelivered by the Charterers to the Owners at a safe and ice-free port or place as indicated in Box 16, in such ready safe berth as the Owners may direct. The Charterers shall give the Owners not less than thirty (30) running days' preliminary notice of expected date, range of ports of redelivery or port or place of redelivery and not less than fourteen (14) running days' definite notice of expected date and port or place of redelivery. Any changes thereafter in the Vessel's position shall be notified immediately to the Owners.

The Charterers warrant that they will not permit the Vessel to commence a voyage (including any preceding ballast voyage) which cannot reasonably be expected to be completed in time to allow redelivery of the Vessel within the Charter Period. Notwithstanding the above, should the Charterers fail to redeliver the Vessel within the Charter Period, the Charterers shall pay the daily equivalent to the rate of hire stated in Box 22 plus 10 per cent. or to the market rate, whichever is the higher, for the number of days by which the Charter Period is exceeded. All other terms, conditions and provisions of this Charter shall continue to apply.

Subject to the provisions of Clause 10, the Vessel shall be redelivered to the Owners in the same or as good structure, state, condition and class as that in which she was delivered, fair wear and tear not affecting class excepted.

The Vessel upon redelivery shall have her survey cycles up to date and trading and class certificates valid for at least the number of months agreed in Box 17.

16. Non-Lien

The Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the Owners in the Vessel. The Charterers further agree to fasten to the Vessel in a conspicuous place and to keep so fastened during the Charter Period a notice reading as follows:

"This Vessel is the property of (name of Owners). It is under charter to (name of Charterers) and by the terms of the Charter Party neither the Charterers nor the Master have any right, power or authority to create, incur or permit to be imposed on the Vessel any lien whatsoever."

17. Indemnity

(a) The Charterers shall indemnify the Owners against any loss, damage or expense incurred by the Owners arising out of or in relation to the operation of the Vessel by the Charterers, and against any lien of whatsoever nature arising out of an event occurring during the Charter Period. If the Vessel be arrested or otherwise detained by reason of claims or liens arising out of her operation hereunder by the Charterers, the Charterers shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail. Without prejudice to the generality of the foregoing, the Charterers agree to indemnify the Owners against all consequences or liabilities

之安全及無結冰的港口或地點，於船舶所有人可能指定之安全船席，將船舶交還給船舶所有人。承租人應給予船舶所有人不少於30連續日之預計還船日期、還船港口區域或還船港地之初步通知及不少於14連續天之還船日期及還船港地之確定通知。此後，船舶動態如有任何更動者，應立即通知船舶所有人。

承租人擔保其不會允許船舶進行合理預期無法及時於租期內完成還船之航程(包括任何先期空載航程)。然無論如何，如承租人無法於租期內還船，就超過租期之日數，承租人應按日支付等同於第22欄所載日租金外加10%，或市場費率，採較高者。本租約之所有其他條件、條款及規定於該期間繼續適用。

於適用第10條規定之情況下，船舶應以交船當時之同樣或完好結構、狀態、船況及船級還船給船舶所有人，然不影響船級之自然耗損除外。

船舶還船時，船舶檢驗週期應為最近一期，船級證書之效期應至少還具有第17欄所協議之月份。

16. 無留置權

承租人不應蒙受且不允許使其繼續存在由其或其代理人所發生，可能優先於船舶所有人有關船舶之權利及利益之任何留置或債務。承租人更此同意會於租約期間在船舶上的顯著地方固定一內容如下的佈告：

"本船為 (船舶所有人名) 之財產。其係出租給 (租船人名) ，依照租約規定，承租人或船長均無權利、權力及權限可以創造、發生或允許任何可負擔於船舶之上之任何類型之留置權。"

17. 賠償

(a) 與承租人為船舶營運所生或有關，以及為抵禦租約期間任何事件所生無論任何性質之留置，而造成船舶所有人之任何損失、損害或費用，承租人應賠償船舶所有人。如船舶被假扣押或因承租人之船舶營運所致生之求償或留置而被扣留者，承租人應以其費用，採取包括提供保釋金在內之所有合理措施，以確保船舶於合理期間內能被釋放。於不損及前述規定之一般性，對於船長、船副或代理人簽署載貨證券或

arising from the Master, officers or agents signing Bills of Lading or other documents.

- (b) If the Vessel be arrested or otherwise detained by reason of a claim or claims against the Owners, the Owners shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released, including the provision of bail. In such circumstances the Owners shall indemnify the Charterers against any loss, damage or expense incurred by the Charterers (including hire paid under this Charter) as a direct consequence of such arrest or detention.

18. Lien

The Owners to have a lien upon all cargoes, sub-hires and sub-freights belonging or due to the Charterers or any sub-charterers and any Bill of Lading freight for all claims under this Charter, and the Charterers to have a lien on the Vessel for all moneys paid in advance and not earned.

19. Salvage

All salvage and towage performed by the Vessel shall be for the Charterers' benefit and the cost of repairing damage occasioned thereby shall be borne by the Charterers.

20. Wreck Removal

In the event of the Vessel becoming a wreck or obstruction to navigation the Charterers shall indemnify the Owners against any sums whatsoever which the Owners shall become liable to pay and shall pay in consequence of the Vessel becoming a wreck or obstruction to navigation.

21. General Average

The Owners shall not contribute to General Average.

22. Assignment, Sub-Charter and Sale

- (a) The Charterers shall not assign this Charter nor sub-charter the Vessel on a bareboat basis except with the prior consent in writing of the Owners, which shall not be unreasonably withheld, and subject to such terms and conditions as the Owners shall approve.
- (b) The Owners shall not sell the Vessel during the currency of this Charter except with the prior written consent of the Charterers, which shall not be unreasonably withheld, and subject to the buyer accepting an assignment of this Charter.

其他文件所致生之所有後果及責任，承租人同意補償船舶所有人。

- (b) 如船舶係因針對船舶所有人之某求償或數求償而被假扣押或被扣留，船舶所有人應以其費用，採取包括提供保釋金在內之所有合理措施，以確保船舶於合理期間內能被釋放。於此情況下，對於承租人因該假扣押或滯留之直接後果所生對承租人之任何損失、損害或費用(包括依本租約已支付之租金)，船舶所有人應賠償承租人。

18. 留置

對於本租約下之所有求償，船舶所有人有權留置屬於或應支付給承租人或任何次承租人之所有貨物、轉租租金及運費，以及載貨證券運費；而承租人有權就預付且未賺取之款項留置船舶。

19. 海難救助

船舶所實行之所有海難救助及拖帶，均歸承租人利益，而因此遭受之損壞修復費用亦應由承租人負擔。

20. 殘骸移除

如船舶成為殘骸或造成航行障礙，對於船舶所有人因船舶成為殘骸或航行障礙無論任何原因應負責支付或應付之所有款項，承租人均應負責補償之。

21. 共同海損

船舶所有人不分擔共同海損。

22. 轉讓、轉租及出售

- (a) 除船舶所有人事先書面同意外，承租人不得轉讓租約亦不得將船舶以光船租船方式轉租他人，對此，船舶所有人不應無理拒絕，且應依照船舶所有人所同意之條件或約定。
- (b) 除獲承租人事先書面同意外，船舶所有人於租約期間不得將船舶出售，對此，不應無理拒絕，且以買方應接受本租約之轉讓為前提。

23. Contracts of Carriage

- (a) *)The Charterers are to procure that all documents issued during the Charter Period evidencing the terms and conditions agreed in respect of carriage of goods shall contain a paramount clause incorporating any legislation relating to carrier's liability for cargo compulsorily applicable in the trade; if no such legislation exists, the documents shall incorporate the Hague-Visby Rules. The documents shall also contain the New Jason Clause and the Both-to-Blame Collision Clause.
- (b) *)The Charterers are to procure that all passenger tickets issued during the Charter Period for the carriage of passengers and their luggage under this Charter shall contain a paramount clause incorporating any legislation relating to carrier's liability for passengers and their luggage compulsorily applicable in the trade; if no such legislation exists, the passenger tickets shall incorporate the Athens Convention Relating to the Carriage of Passengers and their Luggage by Sea, 1974, and any protocol thereto.

*) *Delete as applicable.*

24. Bank Guarantee

(Optional, only to apply if Box 27 filled in)

The Charterers undertake to furnish, before delivery of the Vessel, a first class bank guarantee or bond in the sum and at the place as indicated in Box 27 as guarantee for full performance of their obligations under this Charter.

25. Requisition/Acquisition

- (a) In the event of the Requisition for Hire of the Vessel by any governmental or other competent authority (hereinafter referred to as "Requisition for Hire") irrespective of the date during the Charter Period when "Requisition for Hire" may occur and irrespective of the length thereof and whether or not it be for an indefinite or a limited period of time, and irrespective of whether it may or will remain in force for the remainder of the Charter Period, this Charter shall not be deemed thereby or thereupon to be frustrated or otherwise terminated and the Charterers shall continue to pay the stipulated hire in the manner provided by this Charter until the time when the Charter would have terminated pursuant to any of the provisions hereof always provided however that in the event of "Requisition for Hire" any Requisition Hire or compensation received or receivable by the Owners shall be payable to the Charterers during the remainder of the Charter Period or the period of the "Requisition for Hire" whichever be the shorter.
- (b) In the event of the Owners being deprived of their ownership in the Vessel by any Compulsory Acquisition of the Vessel or requisition for title by any governmental or other competent authority (hereinafter referred to as "Compulsory Acquisition"), then, irrespective of the date during the Charter Period when "Compulsory Acquisition" may occur, this Charter shall be deemed terminated as of

23. 運送契約

- (a) *)承租人於本租約期間所簽發有關貨物運送條件條款協議之所有文件應訂有一至上條款，訂入有關運送人對於貨物之責任所應強制適用於該貿易之任何法律；如不存在該立法，該文件應訂入海牙威士比規則。該文件另應包括新傑遜條款及雙方相互過失碰撞條款。
- (b) *)承租人於本租約期間所簽發有關旅客及其行李運送之所有旅客客票應訂有一至上條款，訂入有關運送人對於旅客及其行李之責任所應強制適用於該貿易之任何法律；如不存在該立法，該文件應訂入1974年有關海上運送旅客及其行李雅典公約及其任何修正議定書。

*)視適用情況予以刪除。

24. 銀行擔保

(僅於第27欄填入時，使選擇適用)

承租人保證會於船舶交船前，提供第27欄所載金額及地點之一等銀行擔保或保證，以保證承租人能完全履行其於本租約下的義務。

25. 徵用/徵收

- (a) 於任何政府或其他適當主管官署(以下稱為"徵租")徵用船舶時，無論徵租發生於租期中的何日，亦無論其徵租期長短及是否訂有一明確或有限期間，且無論租期剩餘期間是否繼續徵租，本租約不應被視為或因此失效或終止，且承租人應以本租約所規定之方式繼續支付租金一直到本租約規定終止之時止，然於徵租情況，船舶所有人於本租約剩餘時間或徵租期間(以較短者)所收到或可收到之任何徵租或補償，應支付給承租人。
- (b) 因任何政府或其他主管官署之船舶強制徵收或所有權徵用(以下稱為強制徵收)，而使船舶所有人被剝奪其對船舶之所有權時，則無論強制徵收於租期內何一時間發生，本租約視為於該強制徵用日終止。於此情況下，應賺得並支付之租金應支

the date of such “Compulsory Acquisition”. In such event Charter Hire to be considered as earned and to be paid up to the date and time of such “Compulsory Acquisition”.

26. War

- (a) For the purpose of this Clause, the words “War Risks” shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.
- (b) The Vessel, unless the written consent of the Owners be first obtained, shall not continue to or go through any port, place, area or zone (whether of land or sea), or any waterway or canal, where it reasonably appears that the Vessel, her cargo, crew or other persons on board the Vessel, in the reasonable judgement of the Owners, may be, or are likely to be, exposed to War Risks. Should the Vessel be within any such place as aforesaid, which only becomes dangerous, or is likely to be or to become dangerous, after her entry into it, the Owners shall have the right to require the Vessel to leave such area.
- (c) The Vessel shall not load contraband cargo, or to pass through any blockade, whether such blockade be imposed on all vessels, or is imposed selectively in any way whatsoever against vessels of certain flags or ownership, or against certain cargoes or crews or otherwise howsoever, or to proceed to an area where she shall be subject, or is likely to be subject to a belligerent’s right of search and/or confiscation.
- (d) If the insurers of the war risks insurance, when Clause 14 is applicable, should require payment of premiums and/or calls because, pursuant to the Charterers’ orders, the Vessel is within, or is due to enter and remain within, any area or areas which are specified by such insurers as being subject to additional premiums because of War Risks, then such premiums and/or calls shall be reimbursed by the Charterers to the Owners at the same time as the next payment of hire is due.
- (e) The Charterers shall have the liberty:
 - (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery, or in any other way whatsoever, which are given by the Government of the Nation under whose flag the Vessel sails, or any other Government, body or group whatsoever acting with the power to compel compliance with their orders or directions;

付至該強制徵收之時日為止。

26. 戰爭

- (a) 為本條款之目的，“戰爭風險”應包括由任何人、組織、恐怖份子或政治團體或任何國家之政府，所進行可能會危及或可能或造成危及船舶、其貨物、船員或該船舶上任何人員之任何戰爭(無論是實際交戰或威脅)、戰爭行為、內戰、敵對行為、革命、叛亂、民亂、類戰行為、安置水雷(無論實際安置或經通報)、海盜行為、恐怖份子行為、敵對或惡意毀損行為、封鎖(無論是否針對所有船舶或選擇性針對某些船舶或所有權之部分船舶，或針對某些貨物或船員或任何其他因素)。
- (b) 除事先獲得船舶所有人書面同意外，以船舶所有人合理判斷，得合理顯示船舶、其貨物、船員或船上其他人員會或可能暴露於戰爭風險時，船舶不應駛往或穿越任何港口、地區、區域(無論是陸域或海域)、或任何水道或運河。如船舶已位於前述地點，僅於船舶進入後對其構成危險或可能或即將構成危險時，船舶所有人始有權要求船舶駛離該地區。
- (c) 船舶不應裝載任何遭封鎖貨物或穿越任何封鎖線，無論該封鎖係針對所有船舶或選擇性針對某些船舶或所有權之部分船舶，或針對某些貨物或船員或任何其他因素，或前往該區域會成為或可能成為軍事武力搜索及或沒收之標的。
- (d) 於適用第 14 條時，如戰爭風險保險人應承租人之請求，因船舶正位於或即將進入或停留於任何依戰爭風險應洽收額外保費之區域或數區域，而要求支付保費及或攤付金時，則承租人於下次租金到期應支付之同時，應補償船舶所有人是項保費及或攤付金。
- (e) 承租人有權：
 - (i) 遵守船旗國政府或任何其他政府或受該政府授權得為相關命令或指示之組織或團體有關離開、抵達、航路、護衛航行、停靠港、停航、目的地、貨物卸載、交貨或任何其他方式之所有命令、指示、建議或通告；

- (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;
 - (iii) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement.
- (f) In the event of outbreak of war (whether there be a declaration of war or not) (i) between any two or more of the following countries: the United States of America; Russia; the United Kingdom; France; and the People's Republic of China, (ii) between any two or more of the countries stated in Box 36, both the Owners and the Charterers shall have the right to cancel this Charter, whereupon the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 15, if the Vessel has cargo on board after discharge thereof at destination, or if debarred under this Clause from reaching or entering it at a near, open and safe port as directed by the Owners, or if the Vessel has no cargo on board, at the port at which the Vessel then is or if at sea at a near, open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter shall apply until redelivery.
- (ii) 遵守任何戰爭風險保險人依戰爭風險保單規定之授權所為類似之所有命令、指示或建議；
 - (iii) 遵守任何以船舶所有人為主體之聯合國安全理事會之任何決議、歐盟之任何指令、任何其他有權簽署或提出類似決議或指令之超國家組織之有效命令、及旨在實施相關決議等之各國法律，並遵守為實施該決議所課以之任何命令及指令。
- (f) 於下列情況發生時：(i)於美國、俄國、英國、法國及中國二以上國家間，(ii)第 36 欄所載二以上國家間爆發戰爭(無論宣戰與否)，船舶所有人及承租人均有權解除本租約，於此情況下，承租人應依第 15 條規定，如船上有貨物，於目的港卸貨後，或如於本條所述情況下船舶被阻止抵達或進入目的港，則船舶於船舶所有人所指定之附近一開放安全港為貨物卸載後還船，如無貨物在船，則於當時所在港口或船舶於海上時，於船舶所有人所指定之附近一開放安全港口為還船。於任何情況下，均應依照第 11 條規定繼續支付租金，且除前述情況外，租約其他規定將適用至還船為止。

27. Commission

The Owners to pay a commission at the rate indicated in Box 33 to the Brokers named in Box 33 on any hire paid under the Charter. If no rate is indicated in Box 33, the commission to be paid by the Owners shall cover the actual expenses of the Brokers and a reasonable fee for their work.

If the full hire is not paid owing to breach of the Charter by either of the parties the party liable therefor shall indemnify the Brokers against their loss of commission. Should the parties agree to cancel the Charter, the Owners shall indemnify the Brokers against any loss of commission but in such case the commission shall not exceed the brokerage on one year's hire.

28. Termination

(a) Charterers' Default

The Owners shall be entitled to withdraw the Vessel from the service of the Charterers and terminate the Charter with immediate effect by written notice to the Charterers if:

- (i) the Charterers fail to pay hire in accordance with Clause 11. However, where there is a failure to make punctual payment of hire due to oversight, negligence, errors or omissions on the part of the

27. 經紀人佣金

船舶所有人應支付第 33 欄所載明之費率給第 33 欄所載明之經紀人作為本租約應支付租金之佣金。如第 33 欄未載明費率，船舶所有人應支付之佣金應包括該經紀人之實際費用及其服務之合理酬金。

如因契約任一方違反本租約而無法支付全額租金，違約之一方應負責補償經紀人之佣金損失。如締約各方同意解除本租約，船舶所有人應補償經紀人之任何佣金損失，然於此情況下，該佣金不應包括一年租金之佣金。

28. 契約終止

(a) 承租人違約

於下列情況發生時，船舶所有人有權撤銷船舶於承租人之服務，並於書面通知承租人後立即終止本租約：

- (i) 承租人未依第 11 條支付租金。然未能即時支付租金係因承租人或其銀行方面之疏

Charterers or their bankers, the Owners shall give the Charterers written notice of the number of clear banking days stated in Box 34 (as recognised at the agreed place of payment) in which to rectify the failure, and when so rectified within such number of days following the Owners' notice, the payment shall stand as regular and punctual. Failure by the Charterers to pay hire within the number of days stated in Box 34 of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw the Vessel from the service of the Charterers and terminate the Charter without further notice;

(ii) the Charterers fail to comply with the requirements of:

(1) Clause 6 (Trading Restrictions)

(2) Clause 13(a) (Insurance and Repairs)

provided that the Owners shall have the option, by written notice to the Charterers, to give the Charterers a specified number of days grace within which to rectify the failure without prejudice to the Owners' right to withdraw and terminate under this Clause if the Charterers fail to comply with such notice;

(iii) the Charterers fail to rectify any failure to comply with the requirements of sub-clause 10(a)(i) (Maintenance and Repairs) as soon as practically possible after the Owners have requested them in writing so to do and in any event so that the Vessel's insurance cover is not prejudiced.

(b) Owners' Default

If the Owners shall by any act or omission be in breach of their obligations under this Charter to the extent that the Charterers are deprived of the use of the Vessel and such breach continues for a period of fourteen (14) running days after written notice thereof has been given by the Charterers to the Owners, the Charterers shall be entitled to terminate this Charter with immediate effect by written notice to the Owners.

(c) Loss of Vessel

This Charter shall be deemed to be terminated if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss. For the purpose of this sub-clause, the Vessel shall not be deemed to be lost unless she has either become an actual total loss or agreement has been reached with her underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred.

(d) Either party shall be entitled to terminate this Charter with immediate effect by written notice to the other party in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of the other party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

失、過失、錯誤或遺漏所致，船舶所有人應給予承租人第34欄所載銀行工作日數(依協議付款地所承認)之書面通知，以修正該違約情況，且於船舶所有人通知後之該天數內已修正該違約者，該付款即視為正常及按時付款。如承租人未於收到前述船舶所有人通知而於第34欄所載天數內為付款者，船舶所有人即有權將船舶從承租人服務中予以撤回並終止本租約而無須給予任何額外通知；

(ii) 承租人未能符合下列要求：

(1) 第6條(航行區域限制)

(2) 第13(a)條(保險及修理)

然船舶所有人得選擇，以書面通知承租人，給予承租人一特定寬裕天數，使其能修正該違約情況，然該情況不應損及船舶所有人於承租人疏於遵守該損失時，船舶所有人得以撤回及終止本租約之權利；

(iii) 於船舶所有人書面要求承租人修正違約後，承租人未依第10(a)(i)款(維護及修理)之要求修正違約，然於任何情況下，船舶之保險承保不應受到損害。

(b) 船舶所有人違約

船舶所有人違反本租約之作為或不作為，就承租人被剝奪使用船舶之範圍，且該違約繼續14連續日期間者，於承租人給於船舶所有人書面通知後，承租人有權於向船舶所有人提出書面通知後，立即終止本租約。

(c) 船舶全損

於船舶成為全損或宣布為推定或假定或協議全損時，本租約視為終止。為本項之目的，除船舶已成為實際全損或與其保險人已達成有關推定、假定或協議全損之協議，或未與其保險人達成是項協議，而為適當裁判機構判定船舶已發生推定全損，否則船舶不應視為全損。

(d) 於一造被令結束、解散、清算或破產或通過相關決議時(然組織變更或合併除外)、或已指定管收人、或延遲付款、業務中止或與其債權人進行任何特別安排或和解時，另一造書面通知該造後、有權立即終止本租約。

(e) The termination of this Charter shall be without prejudice to all rights accrued due between the parties prior to the date of termination and to any claim that either party might have.

29. Repossession

In the event of the termination of this Charter in accordance with the applicable provisions of Clause 28, the Owners shall have the right to repossess the Vessel from the Charterers at her current or next port of call, or at a port or place convenient to them without hindrance or interference by the Charterers, courts or local authorities. Pending physical repossession of the Vessel in accordance with this Clause 29, the Charterers shall hold the Vessel as gratuitous bailee only to the Owners. The Owners shall arrange for an authorised representative to board the Vessel as soon as reasonably practicable following the termination of the Charter. The Vessel shall be deemed to be repossessed by the Owners from the Charterers upon the boarding of the Vessel by the Owners' representative. All arrangements and expenses relating to the settling of wages, disembarkation and repatriation of the Charterers' Master, officers and crew shall be the sole responsibility of the Charterers.

30. Dispute Resolution

(a) *) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof save to the extent necessary to give effect to the provisions of this Clause.

The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.

The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring a dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be binding on both parties as if he had been appointed by agreement.

Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.

In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the

(e) 終止本租約不應損及當事人於終止以前已產生之所有權利及任一方得主張之任何求償。

29. 收回

本租約因適用第28條規定而終止時，船舶所有人有權自承租人處，於船舶現停靠港或次停靠港或船舶所有人任何適合之港地收回船舶，不應受到承租人、法院或當地主管機關之任何阻礙或干擾。於依第29條規定船舶實際收回之等待期間，承租人僅能以船舶所有人無償受託人之地位為船舶之占有。於本租約終止後，船舶所有人應儘速安排一經授權之代表上船。於船舶所有人代表上船時，視為船舶已經由承租人轉由船舶所有人所占有。有關承租人之船長、船副及船員之薪津、離船及遣返之所有安排及費用，均由承租人獨自承擔。

30. 爭議解決

(a) *) 本契約應受英國法規及依英國法解釋，本租約所生或有關之任何爭議，應於倫敦依1996年仲裁法或任何修正或與新頒佈之法規，就與本條款之生效實施必要範圍內，交付仲裁。

仲裁應依仲裁程序開始當時有效之倫敦海事仲裁人協會規則進行之。

仲裁應提交給三位仲裁人。希望將爭議交付仲裁之人應指派其仲裁人，並將該指定，書面通知另一方，並要求其於收到該通知後之14天內指定其自己的仲裁人，且載明如該他造未於所指定之14天內指定其仲裁人並為通知者，其所指定之仲裁人將成為單一仲裁人。如他造未指派其仲裁人且未於所要求之14天內為通知，聲請爭議交付仲裁之一造，得在無須進一步通知他造之情況下，指定其仲裁人作為單一仲裁人，且將此情況通知他造。依本協議所指定之唯一仲裁人，其裁定應拘束兩造。

本條款規定不妨礙當事人以書面協議方式變更單一仲裁人指定之規定。

如求償或反求償金額未超過五萬美元(或當事人所同意之金額)，該

parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

- (b) *)This Contract shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Contract shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. In cases where neither the claim nor any counterclaim exceeds the sum of US\$50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.
- (c) *)This Contract shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Contract shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.
- (d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Contract. In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:-
- (i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.
- (ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.
- (iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.
- (iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.
- (v) Either party may advise the Tribunal that they have

仲裁得依照仲裁程序開始當時有效倫敦海事仲裁人協會規則小額求償程序為仲裁之進行。

- (b) *)本契約應受美國法典第9部及美國海事法規及解釋，本租約所生或有關之任何爭議應於紐約提交給三位仲裁人任一方各指派一仲裁人，第三仲裁人由該二位已指定之仲裁人共同指定之；其或其中二人之決定應為最終決定，且為執行任何裁定之目的，其裁定得以任何適格管轄之法院所為之裁定方式為之。仲裁程序應依照海事仲裁人協會規則為之。如求償或反求償金額未超過五萬美元(或當事人另行協議之金額)，應依仲裁開始時現行有效之海事仲裁人協會之簡易仲裁程序進行之。
- (c) *)本租約應依當事人所共同協議之地方法律法規及解釋，本租約所生或有關之任何爭議應於雙方所共同協議之地方並依當地所適用之程序進行仲裁。
- (d) 無論前(a)、(b)或(c)項規定為何，當事人均得於任何時間協議將本租約所生或有關之任何意見不一致或爭議交付調解。某如爭議已開始前(a)、(b)或(c)項之仲裁程序者，則適用下列規定：
- (i) 任一方得於任何時間或隨時向對造寄發書面通知(稱"調解通知")，要求對造同意調解之方式，選擇將該爭議或爭議之部分提交調解。
- (ii) 該對造應於收到調解通知後之14日內確認其同意調解，此時，當事人於後續14天內應協議出一調解人，如未能協議出調解人，應任一方之申請，仲裁庭(稱"仲裁庭")應立即指定一調解人或由仲裁庭為此目的得指定之人。該調解應依當事人所協議之程序及條件於所同意之地點進行之，如雙方對此未能達成協議者，則由調解人決定之。
- (iii) 如對造不同意調解，案情應送交仲裁庭並由仲裁庭處理及並決定當事人間之相關仲裁費用分擔。
- (iv) 調解不應影響任一方尋求解除或其為保護其利益而認為必要之作法。
- (v) 任一方可通知仲裁庭兩造已

agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.

(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.

(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.

(Note: The parties should be aware that the mediation process may not necessarily interrupt time limits.)

(e) If Box 35 in Part I is not appropriately filled in, sub-clause 30(a) of this Clause shall apply. Sub-clause 30(d) shall apply in all cases.

**) Sub-clauses 30(a), 30(b) and 30(c) are alternatives; indicate alternative agreed in Box 35.*

31. Notices

- (a) Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.
- (b) The address of the Parties for service of such communication shall be as stated in Boxes 3 and 4 respectively.

PART III PROVISIONS TO APPLY FOR NEWBUILDING VESSELS ONLY

(Optional, only to apply if expressly agreed and stated in Box 37)

1. Specifications and Building Contract

- (a) The Vessel shall be constructed in accordance with the Building Contract (hereafter called "the Building Contract") as annexed to this Charter, made between the Builders and the Owners and in accordance with the specifications and plans annexed thereto, such Building Contract, specifications and plans having been countersigned as approved by the Charterers.
- (b) No change shall be made in the Building Contract or in the specifications or plans of the Vessel as approved by the Charterers as aforesaid, without the Charterers' consent.
- (c) The Charterers shall have the right to send their representative to the Builders' Yard to inspect the Vessel

同意調解。仲裁程序應於調解過程中繼續，然仲裁庭可將調解行程表列入規定仲裁行程之考量。

(vi) 除另有協議或調解條款有特別規定外，任何一方應各自負擔調解所各自發生之費用，而調解人成本及費用由當事人平均負擔。

(vii) 調解程序不應損及其他程序且應秘密進行，調解程序中所揭露之任何資料或文件不應被仲裁庭所廢棄，然依照規範仲裁之法律或實務規定應予以揭露之內容除外。

(注意：當事人應瞭解調解程序可能不會中斷時效)

(e) 如第1部分第35欄未依比例填入，即適用本條款30(a)條規定。第30(d)條應適用於所有情況。

**) 第 30(a)、30(b)及 30(c)條為選擇適用；於第 35 欄列明所同意之項目。*

31. 通知

- (a) 各方應給予他方之任何通知應以書面為之，且得以電傳、電報、掛號或有紀錄之郵件或經由人員服務之方式為寄送。
- (b) 各方通訊送達之地址應於第3及4欄予以載明。

第三部分 僅適用於新造船之規定

(僅於有明示協議且載明於第 27 欄時，選擇適用之)

1. 船舶規範及建造契約

- (a) 船舶應依照建造人及船舶所有人所簽訂如本租約附件之建造契約(以下稱建造契約)，以及依照所附之船舶規範及圖樣為建造，該建造契約、船舶規範及圖樣必需經承租人認可會簽。
- (b) 在未經承租人同意的情況下，前述經承租人認可之建造契約或船舶規範及圖樣，不得有任何修改。
- (c) 於建造過程中，承租人有權派遣其代表前往造船廠檢查船舶，以確認

during the course of her construction to satisfy themselves that construction is in accordance with such approved specifications and plans as referred to under sub-clause (a) of this Clause.

- (d) The Vessel shall be built in accordance with the Building Contract and shall be of the description set out therein. Subject to the provisions of sub-clause 2(c)(ii) hereunder, the Charterers shall be bound to accept the Vessel from the Owners, completed and constructed in accordance with the Building Contract, on the date of delivery by the Builders. The Charterers undertake that having accepted the Vessel they will not thereafter raise any claims against the Owners in respect of the Vessel's performance or specification or defects, if any.

Nevertheless, in respect of any repairs, replacements or defects which appear within the first 12 months from delivery by the Builders, the Owners shall endeavour to compel the Builders to repair, replace or remedy any defects or to recover from the Builders any expenditure incurred in carrying out such repairs, replacements or remedies.

However, the Owners' liability to the Charterers shall be limited to the extent the Owners have a valid claim against the Builders under the guarantee clause of the Building Contract (a copy whereof has been supplied to the Charterers). The Charterers shall be bound to accept such sums as the Owners are reasonably able to recover under this Clause and shall make no further claim on the Owners for the difference between the amount(s) so recovered and the actual expenditure on repairs, replacement or remedying defects or for any loss of time incurred. Any liquidated damages for physical defects or deficiencies shall accrue to the account of the party stated in Box 41(a) or if not filled in shall be shared equally between the parties. The costs of pursuing a claim or claims against the Builders under this Clause (including any liability to the Builders) shall be borne by the party stated in Box 41(b) or if not filled in shall be shared equally between the parties.

2. Time and Place of Delivery

- (a) Subject to the Vessel having completed her acceptance trials including trials of cargo equipment in accordance with the Building Contract and specifications to the satisfaction of the Charterers, the Owners shall give and the Charterers shall take delivery of the Vessel afloat when ready for delivery and properly documented at the Builders' Yard or some other safe and readily accessible dock, wharf or place as may be agreed between the parties hereto and the Builders. Under the Building Contract the Builders have estimated that the Vessel will be ready for delivery to the Owners as therein provided but the delivery date for the purpose of this Charter shall be the date when the Vessel is in fact ready for delivery by the Builders after completion of trials whether that be before or after as indicated in the Building Contract. The Charterers shall not be entitled to refuse acceptance of delivery of the Vessel and upon and after such acceptance, subject to Clause 1(d), the Charterers

建造是否依照本條(a)項所認可之規範及圖樣為建造。

- (d) 船舶應依照建造契約為建造，且應應具有其上所規定之各類事項。於適用第2(c)(ii)款規定之情況下，對於依照建造契約完成建造之船舶，於建造人交船日期，承租人應從船舶所有人處接受該船舶。承租人同意會接受船舶，且以後不會向船舶所有人提出有關船舶性能或規範或瑕疵(如有)之任何求償。

然有關從建造人處接受後之前12個月內發生任何修理、更換或瑕疵，船舶所有人應盡量要求建造人進行修理、替換或修復任何瑕疵或向建造人請求任何因進行該修理、更換或修復所發生之任何費用。

然船舶所有人對於承租人之責任應僅限於船舶所有人依建造契約之保固條款(副本已提供給承租人)可得向建造人主張之有效求償之範圍。承租人應接受船舶所有人依本條款能合理求償之數額，且對於該追償所得之款項與修理、更換或修復瑕疵實際所生費用或所生時間方面之損失間之差額，承租人不得向船舶所有人請求。任何實質瑕疵或缺陷之違約金，應記入第41(a)欄所載之人之帳戶，如該欄未填入，則由當時人平均負擔。依本條款向建造人進行求償之費用(包括對建造人之任何責任)應由第41(b)欄所載之人負擔，或如該欄未填入，則由當事人平均負擔。

2. 交船時間及地點

- (a) 於船舶已依建造契約完成接受試航，包括貨物設備，且船舶規範亦為承租人所滿意者時，於船舶漂浮準備好交船及配置適當文件之建造人船廠或其當事人及建造人所同意之同樣其他安全及隨時可進入之碼頭、船席或地點，船舶所有人應移交且承租人應接收船舶。依建造契約，建造人應預估船舶準備交船給船舶所有人之時間，然為本租約目的，交船日應為建造人完成試航後(無論是否於建造契約所載明之日期之前或之後)，建造城實際準備好交船之日期。承租人無權拒絕船舶交船，且於交船當時或之後，依第1(d)條規定，承租人無權向船舶所有人主張與船舶適航性或有關於交船

shall not be entitled to make any claim against the Owners in respect of any conditions, representations or warranties, whether express or implied, as to the seaworthiness of the Vessel or in respect of delay in delivery.

- (b) If for any reason other than a default by the Owners under the Building Contract, the Builders become entitled under that Contract not to deliver the Vessel to the Owners, the Owners shall upon giving to the Charterers written notice of Builders becoming so entitled, be excused from giving delivery of the Vessel to the Charterers and upon receipt of such notice by the Charterers this Charter shall cease to have effect.
- (c) If for any reason the Owners become entitled under the Building Contract to reject the Vessel the Owners shall, before exercising such right of rejection, consult the Charterers and thereupon
- (i) if the Charterers do not wish to take delivery of the Vessel they shall inform the Owners within seven (7) running days by notice in writing and upon receipt by the Owners of such notice this Charter shall cease to have effect; or
 - (ii) if the Charterers wish to take delivery of the Vessel they may by notice in writing within seven (7) running days require the Owners to negotiate with the Builders as to the terms on which delivery should be taken and/or refrain from exercising their right of rejection and upon receipt of such notice the Owners shall commence such negotiations and/ or take delivery of the Vessel from the Builders and deliver her to the Charterers;
 - (iii) in no circumstances shall the Charterers be entitled to reject the Vessel unless the Owners are able to reject the Vessel from the Builders;
 - (iv) if this Charter terminates under sub-clause (b) or (c) of this Clause, the Owners shall thereafter not be liable to the Charterers for any claim under or arising out of this Charter or its termination.
- (d) Any liquidated damages for delay in delivery under the Building Contract and any costs incurred in pursuing a claim therefor shall accrue to the account of the party stated in Box 41(c) or if not filled in shall be shared equally between the parties.

3. Guarantee Works

If not otherwise agreed, the Owners authorise the Charterers to arrange for the guarantee works to be performed in accordance with the building contract terms, and hire to continue during the period of guarantee works. The Charterers have to advise the Owners about the performance to the extent the Owners may request.

4. Name of Vessel

The name of the Vessel shall be mutually agreed between the Owners and the Charterers and the Vessel shall be painted in the

遲延之任何有關船況、代表或無論是明示或默示擔保之求償。

- (b) 除船舶所有人違約以外，因建造契約之任何理由，建造人有權依該契約得不交船給船舶所有人，船舶所有人應將建造人具有是項權利之情況，書面通知承租人後，船舶所有人即免除其交船給承租人之義務，且於承租人收到通知後，本租約效力即行中止。
- (c) 如因任何理由，船舶所有人有權依建造契約拒收船舶，船舶所有人應於行使該拒收權利前，與承租人進行諮商，且：
- (i) 如承租人不希望接收船舶，其於收到船舶所有人是項通知之七連續日內以書面通知船舶所有人，本租約應中止其效力；或
 - (ii) 如承租人希望接收船舶，其得以七連續日之書面通知船舶所有人，要求船舶所有人針對應以何種條件交船及或限制行使其拒收權方面，與建造人進行協商，於收到該通知後，船舶所有人應開始該協商及或從建造人處接收船舶並將其交船給承租人；
 - (iii) 除船舶所有人能夠向建造人拒收船舶外，在任何情況下，承租人均無權拒收船舶；
 - (iv) 如本租約依本條第(b)或(c)款規定終止，船舶所有人即不再因本租約或其終止所生或所致之任何求償，對承租人負責。
- (d) 建造契約任何有關交船遲延之違約損害賠償，及為此進行求償所生之任何成本，應由第41(c)欄所載之人負擔之，如該欄未載明，則由當事人平均分擔。

3. 承建工程

如無相反協議，船舶所有人得授權承租人安排依建造契約條款所應履行之承建工程，並於承建工程期間繼續支付租金。承租人應將船舶所有人所要求之工程範圍告知船舶所有人。

4. 船舶名稱

船舶名稱應由船舶所有人及承租人共同協議決定之，且船舶應依承租人所要

colours, display the funnel insignia and fly the house flag as required by the Charterers.

5. Survey on Redelivery

The Owners and the Charterers shall appoint surveyors for the purpose of determining and agreeing in writing the condition of the Vessel at the time of re-delivery. Without prejudice to Clause 15 (Part II), the Charterers shall bear all survey expenses and all other costs, if any, including the cost of docking and undocking, if required, as well as all repair costs incurred. The Charterers shall also bear all loss of time spent in connection with any docking and undocking as well as repairs, which shall be paid at the rate of hire per day or pro rata.

PART IV HIRE/PURCHASE AGREEMENT

(Optional, only to apply if expressly agreed and stated in Box 42)

On expiration of this Charter and provided the Charterers have fulfilled their obligations according to Part I and II as well as Part III, if applicable, it is agreed, that on payment of the final payment of hire as per Clause 11 the Charterers have purchased the Vessel with everything belonging to her and the Vessel is fully paid for.

In the following paragraphs the Owners are referred to as the Sellers and the Charterers as the Buyers.

The Vessel shall be delivered by the Sellers and taken over by the Buyers on expiration of the Charter.

The Sellers guarantee that the Vessel, at the time of delivery, is free from all encumbrances and maritime liens or any debts whatsoever other than those arising from anything done or not done by the Buyers or any existing mortgage agreed not to be paid off by the time of delivery. Should any claims, which have been incurred prior to the time of delivery be made against the Vessel, the Sellers hereby undertake to indemnify the Buyers against all consequences of such claims to the extent it can be proved that the Sellers are responsible for such claims. Any taxes, notarial, consular and other charges and expenses connected with the purchase and registration under Buyers' flag, shall be for Buyers' account. Any taxes, consular and other charges and expenses connected with closing of the Sellers' register, shall be for Sellers' account.

In exchange for payment of the last month's hire instalment the Sellers shall furnish the Buyers with a Bill of Sale duly attested and legalized, together with a certificate setting out the registered encumbrances, if any. On delivery of the Vessel the Sellers shall provide for deletion of the Vessel from the Ship's Register and deliver a certificate of deletion to the Buyers.

The Sellers shall, at the time of delivery, hand to the Buyers all classification certificates (for hull, engines, anchors, chains,

求之顏色上漆、煙囪標誌顯示及懸掛公司旗幟。

5. 還船公證

為判定及書面協議船舶於還船時船況之目的，船舶所有人及承租人應指派公證人。於不損及第15條(第二部分)，承租人應負擔所有公證費用及所有其他成本(如有)，包括一經要求時之入塢及出塢之費用，及所生之所有修理費用。承租人亦應負擔與任何入塢或出塢以及船舶修理有關之所有時間耗費損失，並依租金費率按日或按比例支付之。

第四部分 租買協議

(選擇條款，僅適用有明示協議並載明於第42欄)

於本租約到期時，且承租人依照第一部分及第二部分及第三部分(如有適用)履行其義務，謹此同意於依第11條支付最後一期租金時，承租人已購得船舶及其上所有屬於船舶之一切物品，且船價已經完全付清。

於下列段落，船舶所有人應被稱為賣方，承租人被稱為買方。

船舶於本租約到期時，由賣方移交且由買方接收之。

賣方擔保船舶於交船時，其上無任何債務及海事優先權或任何類型債務，然買方應為或不為之任何事務所致生，或任何現存抵押於交船時未還清者除外。於交船以前已發生可得對船舶主張之任何求償，經證明賣方應負責之範圍，就該求償所生之所有後果，賣方保證會給予買方。任何稅捐、公證費用、領事費用及其他與船舶買賣及買方船籍登記有關之費用或花費由買方負擔。任何稅捐、領事費用及其他與賣方註銷船籍登記有關之費用或花費由賣方負擔。

作為最後一月租金分期款之交換條件，賣方應提供買方一經正式證明且為有效之買賣契據，以及列出登記債務(如有)之證明。於船舶交船時，賣方應將船舶註銷其船籍登記，並將註銷證明給買方。

賣方應於交船時，應將賣方所擁有之所有船級證明(船體、引擎、錨、鏈等)及

etc.), as well as all plans which may be in Sellers' possession.

The Wireless Installation and Nautical Instruments, unless on hire, shall be included in the sale without any extra payment.

The Vessel with everything belonging to her shall be at Sellers' risk and expense until she is delivered to the Buyers, subject to the conditions of this Contract and the Vessel with everything belonging to her shall be delivered and taken over as she is at the time of delivery, after which the Sellers shall have no responsibility for possible faults or deficiencies of any description.

The Buyers undertake to pay for the repatriation of the Master, officers and other personnel if appointed by the Sellers to the port where the Vessel entered the Bareboat Charter as per Clause 3 (Part II) or to pay the equivalent cost for their journey to any other place.

PART V PROVISIONS TO APPLY FOR VESSELS REGISTERED IN A BAREBOAT CHARTER REGISTRY

(Optional, only to apply if expressly agreed and stated in Box 43)

1. Definitions

For the purpose of this PART V, the following terms shall have the meanings hereby assigned to them:

“The Bareboat Charter Registry” shall mean the registry of the State whose flag the Vessel will fly and in which the Charterers are registered as the bareboat charterers during the period of the Bareboat Charter.

“The Underlying Registry” shall mean the registry of the State in which the Owners of the Vessel are registered as Owners and to which jurisdiction and control of the Vessel will revert upon termination of the Bareboat Charter Registration.

2. Mortgage

The Vessel chartered under this Charter is financed by a mortgage and the provisions of Clause 12(b) (Part II) shall apply.

3. Termination of Charter by Default

If the Vessel chartered under this Charter is registered in a Bareboat Charter Registry as stated in Box 44, and if the Owners shall default in the payment of any amounts due under the mortgage(s) specified in Box 28, the Charterers shall, if so required by the mortgagee, direct the Owners to re-register the Vessel in the Underlying Registry as shown in Box 45.

In the event of the Vessel being deleted from the Bareboat

所有圖樣移交給買方。

無線電設備及航行儀器，除係租用外，應包含於本買賣中，不另外支付費用。

船舶及屬於船舶之任何物品，於移交給買方前，於依照本契約規定之情況下，其風險及費用，由賣方承擔，且船舶及屬於船舶之任何物品應以交船時之狀況為交船及接船，於交接之後，賣方即不負責任何可能的缺陷或瑕疵。

賣方所指派之船長、船副及其他人員遣送回光船租船契約第 3 條(第二部分)所約定之港口之遣返費用，買方同意支付之，或支付同等之旅行費用而其前往任何其他地點。

第五部分 適用於船舶以光船租船登記之規定

(選擇條款，僅適用於有明示協議並載明於第43欄之情況)

1. 定義

為本第五部分之目的，下列名詞意義如下：

“光船租船登記”係指船舶懸掛其國旗之登記國，於光船租船期間，租船人亦登記為光船租船人。

“優先登記”係指船舶所有人於船舶登記國登記為船舶所有權人，於光船租船登記註銷後，具有回復管領及控制船舶之情況。

2. 抵押

本租約下之船舶承租係基於抵押財務擔保而來，第二部分第12(b)條規定應適用之。

3. 違反租約之終止

如本租約所承租之船舶依第44欄所載為光船租船登記，且如船舶所有人未能支付第28欄所載明抵押之任何金額，一經抵押權人提出請求，承租人應要求船舶所有人將船舶依第45欄所載，重新登記為優先登記。

如因船舶所有人未支付抵押款項之疏

Charter Registry as stated in Box 44, due to a default by the Owners in the payment of any amounts due under the mortgage(s), the Charterers shall have the right to terminate this Charter forthwith and without prejudice to any other claim they may have against the Owners under this Charter.

失而致使第44欄所載之光船租船登記被註銷，承租人有權進一步終止本租約，且不損及本租約可得對船舶所有人主張之任何其他求償。