

波羅地海國際海事理事會
論航傭船契約 GENCON (1994 年格式)
(經1922、1976及1994年修訂)

The Baltic and International Maritime Council - BIMCO
Uniform General Charter (1994)
(As Revised 1922, 1976 and 1994)
CODE NAME: "GENCON"

GENCON 1994

1. Shipbroker 1. 船舶經紀人	THE BALTIC AND INTERNATIONAL MARITIME CONFERENCE UNIFORM GENERAL CHARTER (AS REVISED 1922 AND 1976) INCLUDING "F.I.O." ALTERNATIVE, ETC. (To be used for trades for which no specially approved form is in force) CODE NAME: "GENCON" Part I 波羅地海國際海事理事會推薦，統一件雜貨備船契約(經1922年及1976年修訂)包括“F、I、O”選擇等(僅用於未施行認可格式的貿易)代號：“GENCON” 第一部分
	2. Place and date 2. 地點及日期
3. Owners/Place of business (Cl. 1) 3. 船舶所有人營業所在地(第1條)	4. Charterers/Place of business (Cl. 1) 4. 僱船人/營業所在地(第1條)
5. Vessel's name (Cl. 1) 5. 船名(第1條)	6. GRT/NRT (Cl. 1) 6. 總登記噸/淨登記噸(第1條)
7. Deadweight carrying capacity in tons (abt.) (Cl. 1) 7. 貨物載重量噸數(大約)(第1條)	8. Present Position (Cl. 1) 8. 現在動態(第1條)
9. Expected ready to load (Cl. 1) 9. 預計作好裝貨準備之日期(大約)(第1條)	
10. Loading port or place (Cl. 1) 10. 裝貨港口或地點(第1條)	11. Discharging port place (Cl. 1) 11. 卸貨港口或地點
12. Cargo (also state quantity and margin in Owners' option, if agreed; if full and complete cargo not agreed state "part cargo") (Cl. 1) 12. 貨物(同時載明數量及約定的船舶所有人可選擇的範圍，如未約定滿艙滿載貨物，載明“部分貨物”(第1條)	
13. Freight rate (also state if payable on delivered or intaken quantity)(Cl. 1) 13. 運費率(同時載明是依貨物交付數量還是裝船數量支付)(第1條)	14. Freight payment (state currency and method of payment; also beneficiary and bank account)(Cl. 4) 14. 運費的支付(載明貨幣名稱與支付方式，以及受益人及銀行帳號)(第4條)
15. Loading and discharging costs (state alternative (a) or (b) of Cl. 5; and indicate if vessel is gearless) 15. 裝卸費用(載明選擇第5條中(a)或(b)；同時指明船舶是否無裝卸設備)	16. Laytime (if separate laytime for load. And disch. is agreed, fill in a) and b) if total laytime for load. And dischg., fill in c) only) (Cl. 6) (a) Laytime for loading (b) Laytime for discharging (c) Total laytime for loading and discharging
17. Shippers (state name and address) (Cl. 6) 17. 託運人(載明名稱與地址)(第6條)	16. 裝卸時間(如約定裝貨各自的時間；填入(a)及(b)；如依裝貨及卸貨的合計時間，所填入C)(第6條) (a) 裝貨時間 (b) 卸貨時間 (c) 裝貨及卸貨的合計時間
18. Demurrage rate (loading and discharging) (Cl. 7) 18. 延滯費率(裝貨及卸貨)(第7條)	19. Cancelling Date (Cl. 10) 19. 解約日(第10條)
20. Brokerage commission and to whom payable (Cl. 14) 20. 經紀人佣金及向何人支付(第4條)	
21. Additional clauses covering special provisions, if agreed. 21. 有關約定特別規定之附加條款	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in this Charter Party which shall include Part I as well as Part II. In the event of a conflict of conditions, the provision of Part I shall prevail over those of Part II to the extent of such conflict. 茲相互同意應依本備船契約第一部分及第二部分所訂條款，履行本契約。當條款發生抵觸時，第一部分規定優先於第二部分，但僅以抵觸範圍為限。

Signature (Owners) 簽字(船舶所有人)	Signature (Charterers) 簽字(僱船人)
Adopted by the Documentary Committee of the General Council of British Shipping, London and the Documentary Committee of The Japan Shipping Exchange, Inc, Tokyo 此格式由倫敦之英國航運總會文件委員會及東京航運交易所文件委員會採納。	

PART II "Gencon" Charter (As Revised 1922, 1976 and 1994)

第二部分 “GENCON”論航傭船契約 (1922 年、1976 年及 1994 年修訂)

1. It is agreed between the party mentioned in Box 3 as the Owners of the vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:

The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.

2. Owners' Responsibility Clause

The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager.

And the owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.

3. Deviation Clause

The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.

4. Payment of Freight

- (a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo.
- (b) prepaid. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost.

1. 第 3 欄所列之人為第 5 欄所列船舶之所有人，船舶總噸位及淨噸位載明於第 6 欄，貨物載重量大約噸數見第 7 欄，現在動態見第 8 欄，依據本傭船契約已完成裝貨準備之大約時間見第 9 欄，與第 4 欄所列傭船人之人，協議如下：

上述船舶一旦完成前一契約之履約，應駛往第 10 欄所規定之裝貨港口或地點，或船舶能安全抵達並始終浮泊之鄰近地點，裝載第 12 欄所規定之滿艙滿載貨物(如協議裝運於甲板上之貨物，則由傭船人承擔風險及責任)。傭船人應自己裝運該貨物，船舶裝載後，應駛往第 11 欄所規定一如簽發載貨證券時所指定之卸貨港口或地點，或船舶能安全抵達並始終浮泊的附近地點，為貨物之交付。

2. 船舶所有人責任條款

船舶所有人對於貨物滅失、毀損或延遲交付之責任僅限於造成滅失毀損或延遲係因船舶所有人或其經理人自身未謹慎小心地使船舶在各方面具備適航能力及並保證配置適當船員、為船舶設備及物料之供應，或因船舶所有人或其經理人之個人行為或疏失。

船舶所有人對於因其他任何原因所致之貨物滅失、毀損或延遲，即使是因船舶所有人應對其行為負責之船長或船員或船舶所有人所雇用之船上或岸上人員之過失或疏失，或因船舶於裝貨或開航時或其他任何時候不適航所致，概不負責。

3. 偏航條款

船舶有權為任何目的以任何順序停靠任何港口，無論有無引水人在船航行，於任何情況下拖帶及或救助他船，亦可為援救人命及或財產而偏航。

4. 運費之支付

- (a) 運費應依第 13 欄所規定之費率，依所裝貨物之數量計算以現金支付。
- (b) 運費預付：如依第 13 欄規定運費應預付，則運費視為已賺得，無論船舶及或貨物是否滅失，均不得返

Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.

- (c) On delivery. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered.

Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally.

Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.

5. Loading/Discharging

(a) Costs/risks

The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk, liability and expense whatsoever to the Owners.

The Charterers shall provide and lay all dunnage materials as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.

(b) Cargo Handling Gear

Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order.

Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winches required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage.

On request the Owners shall provide free of charge cranemen/winchemen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranemen/winchemen shall be under the Charterers' risks and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.

(c) Stevedore Damage

The charterers shall be responsible for damage (beyond ordinary

還。除運費已支付給船舶所有人外，船舶所有人或其代理人不應被要求簽發運費預付之載貨證券。

- (c) 運費到付：如依第 13 欄規定運費或部分運費為到付，則運費一直到貨物卸完才視為賺取。

不論(a)項規定為何，如運費或部分運費為到付，僱船人有權在開艙前選擇依卸貨重量/數量支付運費，且該重量/數量可由官方計量機具或共同水呎公證或或理貨加以確定。

一經要求，僱船人應以現金墊付船舶於裝貨港之經常開支，依最高兌換率折算並加上 2% 抵償保險費及其他費用。

5. 裝載及卸載

(a) 費用/風險

僱船人應負責將貨物送進艙內、裝載、堆存及/或平艙、理貨、繫固及/或加固，並將貨物從艙內提取及卸載，船舶所有人不承擔任何風險、責任及費用。

為適當堆存及保護船上貨物所需之所有墊艙物料，應由僱船人提供及安置，船舶所有人應允許於船上使用所有可用之墊艙物料。僱船人依據本僱船契約負責在卸載後移走所有墊料，裝卸時間計至墊料移除為止。

(b) 貨物裝卸吊具

除船舶本身無吊具或雙方同意並在第 15 欄中記載不使用船舶裝卸設備，船舶應在整個裝/卸貨物過程中提供該裝卸設備，並提供足夠動力。所有該設備應處於良好工作狀態。

除因裝卸工人疏忽所致外，所有因船舶裝卸設備或動力不足所造成之時間損失，應依據本僱船契約規定之吊具/起重機數量依比例計算，不得計入裝卸時間或延滯期間。

一經要求，船舶所有人免費提供船員充當吊車或起重機操作手，然如當地法律禁止，則僱船人應負責岸上之勞工費用。吊車/起重機操作手之風險及責任由僱船人負責，裝卸工人視為其雇用人員，但由船長任監督工作。

(c) 裝卸工人損害

僱船人應負責裝卸工人所造成對

wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability.

The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to be Owners by the Charterers at the demurrage rate.

6. Laytime

(a) *Separate laytime for loading and discharging

The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(b) *Total laytime for loading and discharging

The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(c) Commencement of laytime (loading and discharging)

Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, of not known, to the Charterers or their agents named in Box 19.

If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as If, after inspection, the Vessel is found not to be ready in all respect to load/discharge time lost after the discovery thereof until the

船舶之損害(正常損耗除外)。該損害應由船長儘快地通知僱船人或其代理人及裝卸工人，否則僱船人不負責任。船長應盡力取得裝卸工人的承認責任書面。

僱船人應於航次結束前修復裝卸工人所造成對船舶之損害，然如該損害影響船舶適航性，則應在造成或發現損害之港口起航前予以修復，所有額外費用應由僱船人負責，時間損失依延滯費率由僱船人支付給船舶所有人。

6. 裝卸時間

(a) *裝貨及卸貨分別計算時間

於天氣許可情況下，貨物應在第 16 欄所載連續天/時數內完成裝載，星期日及例假日除外，除已使用該時間外，僅計算實際使用之時間。

於天氣許可情況下，貨物應於第 16 欄所規定之連續天/時數內完成卸載，星期日及例假日除外，除已使用該時間外，僅計算實際使用之時間。

(b) *裝載及卸載混合計算時間

於天氣許可情況下，貨物應於第 16 欄所規定之總連續天/時數內完成裝載及卸載，星期日及例假日除外，除已使用該期間外，僅計算實際使用之時間。

(c) 裝卸時間之起算(裝載及卸載)

如裝卸準備通知書於中午 12 點前(包括 12 點)遞交，裝卸時間從下午 1 時起算；如通知書於 12 點之後遞交，裝卸時間從下一個工作日上午 6 時起算。於裝貨港，通知書應遞交給第 17 欄所規定之託運人。如未指定，則遞交給 18 欄之僱船人或其代理人。於卸貨港，通知書應遞交給收貨人，如未知，則遞交給第 19 欄之僱船人或其代理人。如船舶抵達裝卸港而無泊位，則船舶有權於到達後之辦公時間內遞交通知書，無論檢疫與否，亦無論完成結關與否，且如船長擔保船舶於各方面均準備完畢，如已靠泊並於各方面完成裝卸準備般，裝卸時間或延滯期間開始計算。等泊位置移至裝/卸泊位之時間不計入裝卸時間。如經檢驗發現船舶未準備就緒，從發現之時起至再次準備完成之時間不得計入裝卸時間。

Vessel is again ready to load/discharge shall not count as laytime. Time used before commencement of laytime shall count.

* *indicate alternative (a) or (b) as agreed, in Box 16.*

7. Demurrage

Demurrage at the loading and discharging port is payable by the Charterers at the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.

In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.

8. Lien Clause

The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

9. Cancelling Clause

- (a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party.
- (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.

10. Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without

裝卸時間起算前已實際使用之時間計入裝卸時間。

* (a)或(b) 項為選擇適用，擇定後填入第 16 欄。

7. 延滯費

裝貨港及卸貨港之延滯費用應由僱船人依第 20 欄所規定之每日費率，不足一日者依比例計算，按日支付，並在收到船舶所有人發票後支付。

如未依前述規定支付，船舶所有人應書面通知僱船人要求其於 96 小時內補繳。如延滯費未於該期限內付清，且如船舶仍在裝貨港者，則船舶所有人有權在任何時候中止本僱船契約並向其求償因此所致之任何損失。

8. 留置權條款

船舶所有人對於本僱船契約到期應支付之運費、空載運費、延滯費、損害賠償及所有其他款項，包括進行追償之成本，得留置貨物及有關該貨物應付之所有次運費。

9. 解約條款

- (a) 如船舶未能於第 21 欄所規定之解約日完成裝貨準備(不論靠泊與否)，僱船人有權解除本契約。
- (b) 如船舶所有人即使謹慎小心仍預估無法於解約日前完成裝貨準備，應即通知僱船人其預計準備好之日期，並詢問其是否解約或同意新的解約日。

僱船人應在收到該通知後 48 小時內聲明，如僱船人未行使其解約權，則本僱船契約視為修改為船舶所有人於該通知中所載明之準備完成日後之第七天為新解約日。

第(b)項規定僅能適用一次，如船舶再次延遲，則僱船人可選擇依本條(a)項規定解除本僱船契約。

10. 載貨證券

在不損及本僱船契約之情況下，載貨證券應由船長，或由船舶所有人之代理人

prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

11. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

12. General Average and New Jason Clause

General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).

If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before delivery."

(以船舶所有人提出書面授權給該代理人且一副本應會送備船人)以 1994 年版 Congenbill 載貨證券格式為出示並簽署。如備船人所簽發之載貨證券加重船舶所有人於本備船契約本應承擔之責任及義務，則應賠償船舶所有人由此所生之所有後果及責任。

11. 雙方過失碰撞條款

如船舶因他船過失及船長、海員、引水人或船舶所有人受雇人於船舶航行或管理上之任何行為、過失或疏忽而導致與他船碰撞，對於所有其他人或非運載船舶或其所有人之所有損失及責任，就該損失或責任所代表之貨物所有人之毀損或損失或無論任何性質之求償，已由其他人或非運載船舶或其所有人支付或應支付給該貨物所有人，及由其他人或非運載船舶或其所有人作為向運載船舶或其所有人為求償之抵銷、扣除或回復之部分，本船所載貨物之所有人應補償船舶所有人。前述規定亦應適用於非屬碰撞船舶或物體或於碰撞船舶外之任何船舶所有人、營運人或管理人，就有關碰撞或碰觸具有過失之情況。

12. 共同海損及新傑森條款

除第 22 欄另有規定外，共同海損依 1994 年約克安特衛普規則及其後續任何修訂於倫敦進行理算。即使共同海損費用係由船舶所有人之受雇人之過失或疏忽所致，貨方仍應支付其中貨物之分攤數額(參見第 2 條)。

如共同海損依據美國法律及實務進行理算，則適用以下規定：“如於航次開始前後，因不論過失與否之任何原因所致生之意外、危險、損害或災難，而依據法規、契約或其他規定，運送人對此類事件或其後果不負責者，則貨物之託運人、受貨人或貨物所有人應於共同海損中與運送人一起分擔可能構成或可能發生具有共同海損性質之犧牲、損失或費用，並應支付有關貨物方面所發生之海難救助費用或特別費用。如救助船舶為本船舶所有人所有或經營，則其救助費用應當如同該救助船舶係屬第三人所有般，予以全額支付。船舶所有人或其代理人所認為足以支付貨物方面之預估分攤款額及其救助費用及特別費用之保證金，一經要求，應由貨物、託運人、受貨人或貨物所有人於提貨之前交付給船舶所有人。”

13. Taxes and Dues Clause

- (a) **On Vessel** - The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) **On cargo** - The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever, the amount thereof may be assessed.
- (c) **On freight** - Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

14. Agency

In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.

15. Brokerage

A Brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24.

In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

16. General Strike Clause

- (a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable on loaded quantity only) having liberty to complete with other cargo on the way for their own account.
- (b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the

13. 稅款及規費條款

- (a) **於船舶**—船舶所有人應支付所有針對船舶所徵收之規費、費用及稅款，無論該金額如何估算。
- (b) **於貨物**—僱船人應支付所有針對貨物所徵收之規費、費用及稅捐，無論該金額如何估算。
- (c) **於運費**—除第 23 欄另有規定外，僱船人應支付所有針對運費所徵收之稅款。

14. 代理

於任何情況下，船舶所有人應於裝貨港及卸貨港指定其自己的代理人。

15. 經紀人佣金

對於運費、空載運費及延滯費所賺得之經紀人佣金，依第 24 欄所載費率，由第 24 欄所載之人支付之。於契約無法履行時，預估運費所計得的經紀人佣金之 1/3 應由應負責無法履約之當事人支付給經紀人，以作為後者費用及工作之補償。於多次航行之場合，補償金額另行協議。

16. 一般罷工條款

- (a) 船舶於前一港口準備發航時，或於駛往裝貨港途中或於抵港後，因罷工或停工而影響全部或部分貨物之實際裝載，船長或船舶所有人得要求僱船人聲明同意以依未發生罷工或停工情況之假定下重新計算裝卸時間。如僱船人未在 24 小時內以書面(必要時以電報)為聲明，船舶所有人得選擇解除契約。如部分貨物已經裝船，船舶所有人仍須運送該貨物(運費僅依裝載數量支付)，然有權以其自己之費用攬運其他貨物。
- (b) 船舶抵達卸貨港或港外時或之後，因罷工或停工影響貨物卸載，且在 48 小時內未能解決時，僱船人得選擇要求船舶等待到罷工或停工結束，並於所規定之裝卸時間屆滿後，支付半數延滯費，或指示船舶駛往一未因罷工或停工延誤風險之安全港口卸貨。該命令應在船長或船舶所有人將會影響卸貨之罷工或停工情況通知僱船人後 48 小時內為之。於該港口交付貨物時，本僱船契約及載貨證券所有條款均應適

Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

- (c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

17. War Risks ("Voywar 1993")

- (1) For the purpose of this Clause, the words:
- (a) The "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and
- (b) "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, in the reasonable judgement of the Master and/or the Owners, 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.
- (2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.
- (3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof,

用，且船舶應如同於原目的港卸貨般，收取同等之運費，然如替代港口距離超過 100 浬時，於替代港交付貨物之運費應依比例增加。

- (c) 除前述規定之義務外，僱船人及船舶所有人對任何罷工或停工而無法或影響貨物裝卸所引起之後果均不負責任。

17. 戰爭風險(Voywar1993)

- (1) 為本條款之目的：
- (a) “船舶所有人”指船舶所有人、光船租船人、實質所有人、船舶經理人或任何負責管理船舶之其他營運人，及船長；且
- (b) “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造成危及船舶、其貨物、船員或該船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)。
- (2) 如於船舶開始裝貨前之任何時候，依據船長及/或船舶所有人之合理判斷，發現履行契約之全部或一部將會使或可能使船舶、其貨物、船員或其他人暴露於戰爭風險，則船舶所有人得通知僱船人解除本僱船契約，或拒絕履行部分契約，然如僱船契約有規定貨物於數港範圍內為裝卸，且僱船人所指定的港口將使船舶、貨物、船員或其他船上人員會或可能被暴露於戰爭風險，船舶所有人應先要求僱船人指定於該範圍內之其他港口，僅在僱船人收到該要求 48 小時後仍未指定安全港時，始有權解除本僱船契約。
- (3) 於貨物開始裝載後或於貨物完成卸載前之任何航程階段，以船長及或船舶所有人合理判斷，可顯示船

or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may be notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as through the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

- (4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.
- (5) The Vessel shall have liberty:-
- (a) 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 way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;
 - (b) 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;
 - (c) 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;

船、其貨物(或部分貨物)、船員或船上其他人員會或可能暴露於戰爭風險時,船舶所有人不應被要求為任何航程繼續裝載貨物、或為任何港口或地點簽發載貨證券、或進行或繼續任何航程或部分航程、或通過任何運河或水道、或前往或停留於任何港口或地點。當顯示前述情況時,船舶所有人得通知並要求僱船人指定全部或一部貨物卸載之安全港,如於收到該通知 48 小時內,僱船人未為該港口指定者,船舶所有人得將貨物卸載於任何其認為安全之港口(包括裝載港),而完全履行整個運送契約。船舶所有人有權向僱船人請求該卸貨之額外費用,且如是在裝貨港以外之任何港口為卸載,則可請求全額運費,就如同貨物已運載至卸貨港般,且如額外距離超過 100 哩,則尚可就該額外距離相對於一般及習慣距離間之比例,洽收比例額外運費,船舶所有人就該費用及運費對貨物具有留置權。

- (4) 如於貨物開始裝載後之任何航程階段,以船長及或船舶所有人合理判斷,於一般或習慣上適用於契約航行之航路上之任何階段(包括運河或水道)顯示船舶、其貨物(或部分貨物)、船員或船上其他人員會或可能暴露於戰爭風險,而有另一前往卸貨港更長的航路時,船舶所有人應通知僱船人其會行駛於該航路。於此情況下,如總額外距離超過 100 哩,船舶所有人有權就該額外距離相對於一般及習慣距離間之比例,洽收比例額外運費。
- (5) 船舶可以自由
- (a) 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;
 - (b) 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;
 - (c) 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;

- (d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;
 - (e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to intrnment, imprisonment or other sanctions;
 - (f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whetehr backwards or forwards or in a contrary direction to the ordinary or customary route.
- (6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.
- (d) 如該貨物可能使船舶因視為走私而被充公，於任何港口卸下貨物或部分貨物；
 - (e) 有理由認為船員或部分船員或船上其他人員可能被拘留、入獄或受制裁時，停靠任何港口以調換該等人員；
 - (f) 依據本條規定未裝載或已卸載，船舶所有人為其自身利益裝運其他貨物，並運至其他港口，無論是向前或返回或與正常或習慣航線相反航行。
- (6) 符合本條第(2)至(5)項規定之作為或不作為，均不得被視為偏航，且應視為本傭船契約已完全履行。

18. General Ice Clause

Port of loading

- (a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master for fear of beng frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.
- (b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.
- (c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the pen port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

Port of discharge

- (a) Should ice prevent the Vessel from reaching port of discharge the Charterers shall have the option of keeping the Vessel waiting until the reopening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge withut risk of detention by ice. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the impossibility of reaching port of destination.
- (b) If during discharging the Master for fear of the Vessel being frozen in deems it advisable to leave, he has liberty to do so

18.一般冰封條款

裝貨港

- (a) 於船舶於前一港口準備開航或於航程中任何時間或於船舶抵達時，因冰封而無法進入裝貨港，或於船舶抵達後發生酷寒，船長因擔心冰封而選擇不裝貨物而離開，本傭船契約即應失效。
- (b) 如於裝貨期間，船長因擔心船舶被凍結而認為最好離港時，其可決定載運已裝船之貨物離港，並可以船舶所有人之利益將船舶駛往任何其他港口裝滿貨物運往其他港口。任何依本傭船契約已裝載之貨物，於運費支付之情況下，應以船舶自己費用將其轉運至目的地，然不應造成傭船人任何額外費用，運費應依交付貨物之數量計付(若為總額運費，則依比例支付)，所有其他規定概依傭船契約。
- (c) 如裝貨港不止一港，且其中一或數港因冰封而關閉，船長或船舶所有人可選擇在一不凍港裝載部分貨物，並依(b)項規定，為其自身利益而在其他地點攬載貨物，或當傭船人不同意在不凍港裝載貨物時，宣佈本傭船契約失效。

卸貨港

- (a) 如船舶因冰封而無法抵達卸貨港，傭船人可選擇使船舶等候至恢復通航，而支付延滯費，或指示船舶駛往一安全並能立即駛入及安全卸貨之無冰封滯留風險之港口。該指示應於船長或船舶所有人向傭船人發出船舶無法抵達目的港通知後 48 小時為之。
- (b) 如於卸貨期間，船長擔心船舶被凍結而認為離港較為有利時，其可決

with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.

- (c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

19. Law and Arbitration

- (a) *This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall be final.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

- (b) *This Charter Party 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 should any dispute arise out of this Charter Party, the matter in dispute 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 purpose of enforcing any award, this agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc..

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25** the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..

- (c) *Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.
- (d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.

**(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.*

*** Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.*

定載運船上貨物離港，並駛往能駛入並能安全卸貨之最近港口。

- (c) 於該港口交貨時，載貨證券上之所有條件應適用之，船舶應依其在原目的港卸貨般，收取相同運費，然如抵達替代港之距離超過 100 哩，則於該替代港交付貨物之運費應依比例增加。

19. 法律及仲裁

- (a) *本備船契約應受英國法規及解釋，如有任何爭議應於倫敦依據 1950 年及 1979 年仲裁法或其後任何修正或修訂進行仲裁。除當事人同意獨任仲裁外，雙方應各自指定一仲裁人，再由該二名仲裁人指定第三位仲裁人，其或其中任何二人之判定應為最終判定。一方收到他方指定一仲裁人之書面通知後，應於 14 天內指定另一名仲裁人，否則已指定之仲裁人之裁定應為最終裁定。

如爭議之總金額未超過第 25 欄所載明之金額**，該仲裁應依倫敦海事仲裁委員會之小額求償程序進行之。

- (b) *本備船契約應適用美國法典第 9 編及美國海事法，如有任何爭議應於紐約提交給三人仲裁庭，雙方各指定一名仲裁人，第三仲裁人由該兩位已指定之仲裁人指定之，其或其中任何二人之判定為最終判定，為執行該判定，本協議得依法院規則為之。仲裁應依海事仲裁協會規則進行之。

如任一方爭議金額未超過 25 欄所載明之金額**，該仲裁應依紐約海事仲裁協會之簡易仲裁程序進行之。

- (c) *本備船契約所生之任何爭議應提交至第 25 欄所指定之地點進行仲裁。本備船契約應受第 25 欄所指定地點之法律規範。
- (d) 如第一部份第 25 欄未填寫，適用本條(a)款。

**(a), (b)及(C)選擇適用，擇定後填入第 25 欄。*

***如第 I 部分第 25 欄未填入，本條規定無效，然不影響本條款其他規定之效力。*