



波羅地海國際海事理事會  
通用論航傭船契約 GENCON (2022 年格式)

(經1922、1976、1994及2022年修訂)

**The Baltic and International Maritime Council - BIMCO**

**Uniform General Charter (2022)**

**(As Revised 1922, 1976, 1994 and 2022)**

**CODE NAME: "GENCON"**

**GENCON 2022**



台灣輔仁大學法律學院

黃裕凱教授 編譯

2022.11.11



**GENCON 2022**  
**UNIFORM GENERAL CHARTER 通用備船契約**  
**PART 1 第一部份**

1. Shipbroker 1.船船經紀人	2. Place and Date 2.地點及日期
3. Owners/Place of business (full style address, email) 3.備船運送人/營業處所在地(全稱、地址、電子郵件)	4. Charterers/Place of business (full style address, email) 4.備船人/營業處所在地(全稱、地址、電子郵件)
5. Vessel 船舶 (i) Name: 船名: (ii) IMO Number: 國際海事組織編號: (iii) Class/Classification Society: 船級/驗船協會: (iv) P&I Club: 防護及補償協會:	6. GT/NT 6.總登記噸/淨噸 (i) GT: 總噸: (ii) NT: 淨噸: 7. DWT all told on summer load line in metric tons (about) 7.全部以公噸為單位的夏季載重噸(大約)
8. Present position (Cl. 1) 8.現在動態(第 1 條)	9. Expected ready to load (about) (Cl. 1) 9.預計作好裝貨準備之日期(大約)(第 1 條)
10. Loading port(s) or place(s) (Cl.1) 10.裝貨港口或地點(第 1 條)	11. Discharging port(s) or place(s) (Cl. 1) 11.卸貨港口或地點(第 1 條)
12. Cargo (also state quantity and margin in Owners' option, if agreed) (Cl. 1) 12.貨物(同時載明數量及備船運送人所同意的範圍)(第1條) (i) Part cargo (yes/no): (i)部分貨物(是/否) (ii) Commodity(ies): (ii)貨品 (iii) Quantity: (iii)數量 (iv) Margin/tolerance: (iv)範圍/容許差	
13. Cargo transfer operations (state whether Charterers are permitted to use barges/lighters) (Cl. 3(e)) 13.貨物轉輪作業(載明備船人是否允許使用駁船/平底船)(第 3(e)條)	
14. Freight rate (state rate or lumpsum and amount and currency) (Cl. 7(a)) 14.運費費率(載明費率或總額及金額及幣值)(第 7(a)條)	15. Freight payment (state how and when payment is to be made and name of beneficiary and bank account) (Cl.7(a)) 15.運費支付(載明貨幣名稱與支付方式, 以及款項受益人名稱及銀行帳號)(第7(a)條)
16. Cargo handling gear (state if Vessel's cargo handling gear shall not be used) (Cl. 4(c)) 16.貨物裝卸設備(載明是否不應使用船上的貨物裝卸設備)(第 4(c)條)	
17. Laytime (if separate laytime for loading and discharging is agreed, fill in (i) and (ii). If total laytime for loading and discharging, fill in (iii) only) (Cl. 10(b)) 17.裝卸期間(如裝貨及卸貨的裝卸期間協議予以區分, 則填寫(i)及(ii)款。如係裝貨及卸貨之總裝卸期間, 則僅填寫(iii)款)(第10(b)條) (i) Loading (state days or rate, and if SHINC or SHEX): (i)裝貨期間(載明按日或費率, 且如包括假日或不包括假日) (ii) Discharging (state days or rate, and if SHINC or SHEX): (ii)卸貨期間(載明按日或費率, 且如包括假日或不包括假日) (iii) Total laytime for loading and discharging (state days or rate, and if SHINC or SHEX) (iii)裝貨及卸貨之總裝卸期間(載明按日或費率, 且如包括假日或不包括假日)	
18. Laydays/Cancelling (Cl. 9(d), 14(a)) 18.裝貨日期/解約日 (第 9(d)條, 第 14(a)條)	19. Demurrage (state rate and whether per day or pro rata) (Cl. 13(a)) 19.延滯費(載明費率及是否按日或按比例)(第13(a)條)
20. Freight Tax (state for whose account) (Cl. 25(c)) 20.運費稅捐(載明由誰負擔)(第 25(c)條)	21. Vessel's agents (state party to nominate) (Cl. 26) 21.船舶代理人(載明所指定之人)(第 26 條)
22. General Average (Cl. 29) 22.共同海損(第 29 條)	23. Brokerage commission and to whom payable (Cl. 35) 23.經紀佣金及應支付給誰(第 35 條)
24. ETA Notices for loading (Cl. 8) to be given to 24.裝貨之預計抵達時間通知(第 8 條)應通知誰	25. ETA Notices for discharging (Cl. 8) to be given to 25.卸貨之預計抵達時間通知(第 8 條)應通知誰
26. Notice of Readiness for loading (state party(ies) for notices) (Cl. 9(a)) 26.裝貨準備完成通知(載明應通知誰)(第 9(a)條)	27. Notice of Readiness for discharging (state party(ies) for notices) (Cl. 9(a)) 27.卸貨準備完成通知(載明應通知誰)(第9(a)條)
28. Owners' contact details for operational notices (Cl. 36) 28.作業通知之備船運送人聯繫資料(第 36 條)	29. Charterers' contact details for operational notices (Cl. 36) 29.作業通知之備船人聯繫資料(第 36 條)
30. Email address for receipt of arbitration notices and communications on behalf of Owners (Cl. 37) 30.代表備船運送人接收仲裁通知及通訊之電子郵件地址(第 37 條)	31. Email address for receipt of arbitration notices an communications on behalf of Charterers (Cl. 37) 31.代表備船人接收仲裁通知及通訊之電子郵件地址(第 37 條)
32. Law and Arbitration (choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 37 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply) (Cl. 37) 32.準據法及仲裁(法律選擇及仲裁地。如採用第37條(g)項之其他備選方案, 則必須適當地填入或替換, 未填入則適用(a)項之英國法/倫敦仲裁)(第37條)	
33. Additional clauses (state numbers, if agreed 33.附加條款(如協議, 記載編號)	

It is mutually agreed that this Charter Party shall be performed in accordance with the terms and conditions contained in Part I, including additional clauses, if any agreed and stated in Box 33, as well as Part II. In the event of a conflict of terms and conditions, the provisions of Part I shall prevail over those of Part II to the extent of such conflict.

雙方同意, 本備船契約應依照第 I 部分及第 II 部分所包括的條款及條件履行, 包括附加條款 (如第 33 欄有任何同意及說明及第 II 部分)。如條款及條件間有所衝突, 於該衝突範圍內, 第 I 部分規定應優先第 II 部分規定。

The party responsible for issuing the final execution version of this Charter Party warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

負責簽署本備船契約最終執行版本的一方, 應擔保其是從適當授權來源所採購的正版 BIMCO 樣本, 且對其所有修改均清晰可見。『正版 BIMCO 樣本』係指經 BIMCO 批准可編輯電子格式之標準契約。

Signature (Owners) 簽字(備船運送人)	Signature (Charterers) 簽字(備船人)
---------------------------------	-----------------------------------



**GENCON 2022**  
**UNIFORM GENERAL CHARTER 通用傭船契約**  
**PART 2 第二部份**

### 1. Scope of Contract Voyage

It is agreed between the Owners and the Charterers that:

- (a) the Vessel now at the position stated in Box 8 and expected ready to commence loading under this Charter Party on or about the date stated in Box 9 shall, unless prevented or hindered by events beyond the Owners' control, commence its approach voyage to the port or place stated in Box 10 as soon as its prior commitments have been completed, or if more than one port or place or a range of ports or places is stated, to the first port or place, or so near thereto as it may safely get and lie always afloat; and
- (b) the Charterers shall ship and the Vessel shall carry the Cargo stated in Box 12; and
- (c) upon completion of loading, the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11, or, if a range of ports or places is stated, to the nominated port(s) or place(s), or so near thereto as it may safely get and lie always afloat, and there deliver the Cargo.

### 2. Owners' Responsibilities

Subject to any risks or responsibilities that the Charterers have assumed under this Charter Party,

- (a) (i) the Owners shall exercise due diligence to provide a Vessel that shall:
  - (1) at the commencement of loading Cargo at each loading port or place under this Charter Party be properly manned, equipped and supplied for its loading and have holds, refrigerating and cool chambers and all other parts of the Vessel in which such Cargo is to be carried fit and safe for its reception, carriage and preservation; and
  - (2) at the commencement of each Cargo-carrying voyage be seaworthy and properly manned, equipped and supplied; and
- (ii) the Owners shall, from the time when it is loaded to the time when it is discharged, properly and carefully carry, keep and care for the Cargo.
- (b) The Owners shall be entitled to rely on all rights, defences, immunities, time bars and limitations of liability that are available in any event to a "Carrier" under the Hague-Visby Rules. Furthermore, unless the loss, damage, delay or failure in performance in question has been caused by a breach of subclause (a)(i) above, the Owners shall also be entitled to rely on all other rights, defences, immunities, time bars and limitations of liability that are available to a "Carrier" under the Hague-Visby Rules. All such rights, defences, immunities, time bars and limitations of liability are deemed to be applicable to any claim that may be made against the Owners or the ship for loss, damage, delay or failure in performance of whatsoever nature.

### 3. Cargo

- (a) The Charterers shall ensure that at their risk, responsibility and

### 1. 契約航程範圍

傭船運送人與傭船人間約定：

- (a) 目前處於第 8 欄所載位置並預計於第 9 欄所載日期或前後準備依本傭船契約開始裝貨之船舶，除因傭船運送人無法控制事件之阻礙或阻擋外，否則應於其完成先前航程後，立即駛往第 10 欄所載港口或地點，或如所載為多個港口或地點或一系列港口或地點，則前往第一個港口或地點，或與其最近可安全抵達並始終浮泊的港口或地點；及
- (b) 傭船人應裝運且船舶應載運第 12 欄所載貨物；及
- (c) 於裝貨完成後，船舶應駛往第 11 欄所載卸貨港口或地點，或如載明一系列港口或地點，則駛往所指定的港口或地點(數)，或靠近其可安全抵達並始終浮泊的地點，並在該處交付貨物。

### 2. 傭船運送人責任

傭船人依本傭船契約承擔下列任何風險或責任：

- (a) (i) 傭船運送人應謹慎地提供船舶，該船舶應：
  - (1) 於本傭船契約所約定的每一裝貨港或地點開始裝載貨物時，能配備適當人員、裝備及供應以供裝載，並使貨艙、冷凍及冷藏室及該貨物運載於船上的所有其他部分均能安全地且適於收受、運載及保存；及
  - (2) 於每一載貨航程開始時，具備適航性並配備適當的人員、裝備及供應；及
- (ii) 傭船運送人應從裝貨以迄卸貨，妥善小心地為貨物之搬運、保管及照管。
- (b) 傭船運送人有權依海牙-威斯比規則下“運送人”於任何情況下可享有的所有權利、抗辯、豁免、時效屆滿及責任限制。此外，除相關滅失、毀損、延遲或違約係因違反上述第(a)(i)款所致者外，傭船運送人有權主張海牙威斯比規則下運送人可主張之所有其他權利、抗辯、豁免、時效屆滿及責任限制。所有該權利、抗辯、豁免、時效屆滿及責任限制均被視為適用於可能對傭船運送人或船舶所提出任何性質的滅失、毀損、遲延或違約的任何求償。

### 3. 貨物

- (a) 傭船人應自擔風險、責任及費用以確使：



expense:

- (i) all Cargo loaded under this Charter Party will be properly and clearly described and documented, and (as appropriate) marked and/or numbered, packed, loaded, stowed, and trimmed and/or secured strictly in accordance with all applicable laws, regulations and conventions (including any relevant IMO recommendations or circulars), with any special requirements to be provided or complied with by the Charterers;
  - (ii) all packing, stowing, lashing and securing materials (including pallets, crates and dunnage) will be properly treated, handled and disposed of in accordance with all applicable laws and regulations, duly marked, and accompanied by all proper certification;
  - (iii) the shipment, export, transportation and import of the Cargo will be and will remain lawful in all respects;
  - (iv) the Cargo when presented for loading (including any necessary strapping, packing, internal securing and/or lifting lugs) will be in all respects fit and suitable for loading, stowage, carriage and discharge; and
  - (v) all necessary information will be provided to the Owners to enable the Owners to submit timely and accurate advance Cargo declarations.
- (b) Bulk Cargo: Unless caused by the act, neglect or default of the Owners or their servants, agents or subcontractors:
- (i) where bulk cargo is shipped and stowed other than in accordance with the Vessel's natural segregation, the Charterers shall be responsible for any resulting claim for commingling, contamination, spoiling, deterioration in quality or loss of cargo; and
  - (ii) where bulk cargo is to be delivered to more than one receiver or discharged at more than one berth or anchorage, other than in accordance with the Vessel's natural segregation, the Charterers shall be responsible for any resulting claim for short delivery or over-landing caused thereby, including any fines or legal costs.
- (c) Part Cargo: Where the Cargo to be shipped under this Charter Party is less than a full cargo for the Vessel, the Owners shall be entitled to load additional or top-off cargo within the Vessel's natural segregation for their own account or that of other charterers, and such additional or top-off cargo may be loaded and/or discharged before or after the Charterers' Cargo, all as part of the contract voyage.
- (d) Cargo Harmful to the Marine Environment: If the Cargo may be harmful to the marine environment according to the criteria of the relevant provisions of MARPOL Annex V, as amended from time to time, the removal, custody, storage and disposal of all Cargo residues (including hold washing water) shall be at the risk, responsibility and expense of the Charterers, and any resulting loss of time shall be compensated by the Charterers at the demurrage rate stated in Box 19.
- (e) Lighterage: Unless stated otherwise in Box 13, the Charterers may require the Vessel to load and/or discharge Cargo from/into barges or lighters. Such transfer operations shall be at the Charterers' risk and responsibility, and the Charterers shall provide and pay for adequate fendering and any other necessary equipment, all to the reasonable satisfaction of the Master. If, at any time, in the Master's reasonable judgement the transfer operations are, or are likely to become, unsafe, the Master may order them to be suspended or discontinued in which event the Master shall have the right to order the barges or lighters away from the Vessel or to remove the Vessel. In the case of lighterage, the lighter shall be considered the relevant berth for the purposes of this Charter Party.
- (i) 依本傭船契約所裝載的所有貨物均予以適當及清楚地說明及記錄，並(視情況而定)嚴格依照所有應適用的法律、法規及公約(包括任何相關的 IMO 建議或通告)，進行標誌及/或編號、包裝、裝載、堆放、平艙及/或繫固，以及應由傭船人提供或遵守的任何特殊要求；
  - (ii) 所有包裝、堆放、繫固及固定資材(包括墊板、板條箱及墊材)應依據所有應適用的法律及法規進行適當的應對、處理及處置，並予以適當的標誌，以及附上所有適當的證明；
  - (iii) 貨物之裝運、出口、運輸及進口在所有方面均屬合法；
  - (iv) 交付裝載的貨物(包括任何必要的捆帶、包裝、內部繫固及/或吊耳)在所有方面均適合裝載、積載、運送及卸貨；及
  - (v) 向傭船運送人提供所有必要的資訊，使傭船運送人能及時準確地提早繳交貨物申報單。
- (b) 散貨：除因傭船運送人或其受雇人、代理人或下包商之行為、疏忽或違約所致者外：
- (i) 如散裝貨物的裝運及積載非依船舶的自然隔艙，傭船人應對因此產生的混雜、污染、變質、品質惡化或貨物損失之求償負責；及
  - (ii) 如散裝貨物交付給不止一個收貨人或於不止一個泊位或錨地卸貨，除依船舶自然隔艙外，傭船人應對因此所致生的任何貨物短交或溢交之求償負責，包括任何罰款或法律費用。
- (c) 部分貨物：如依本傭船契約裝運的貨物少於船舶的滿載貨物，傭船運送人有權在船舶自然隔艙範圍內裝載自己或其他傭船人的貨物，且這些額外或填補的貨物可在傭船人貨物之前或之後裝載及/或卸貨，所有這些部分均屬契約航程的一部分。
- (d) 對海洋環境有害的貨物：如依現時修訂的 MARPOL 附則 V 相關規定標準，該貨物可能對海洋環境有害，則所有貨物殘餘物(包括貨艙洗滌水)之移除、監管、儲存及處置應由傭船人承擔風險、責任及費用，任何因此所致生的時間損失應由傭船人依第 19 欄規定的延滯費率為賠償。
- (e) 駁運：除第 13 欄另有載明外，傭船人可要求船舶從駁船或平底船為裝載及/或卸貨或裝載卸貨至駁船或駁船上。此類轉運作業應由傭船人承擔風險及責任，傭船人應提供並支付足夠的護舷及任何其他必要設備，所有這些設備均應使船長合理滿意。如在任何時候，依船長的合理判斷，轉運作業不安全或可能變得不安全，船長可命令暫停或中止，於此情況下，船長有權命令駁船或平底船駛離船舶或移動船舶。就駁運而言，該駁船應視為本傭船契約目的之相關泊位。



#### 4. Loading and Discharging

- (a) The Charterers shall under the supervision of the Master but at their risk, responsibility and expense:
- load, tally, stow, trim and/or secure the Cargo, and take the Cargo from the holds and discharge it; and
  - ensure that the Vessel is left with Cargo properly stowed, trimmed and/or secured so as not to impair the Vessel's seaworthiness for the laden voyage and also for any shifting between loading berths, ports and places, and between discharging berths, ports and places. Any related expenses shall be for the Charterers' account and laytime or time on demurrage shall continue to count.
- (b) (i) If a berth, mooring, anchorage or other location at which the Vessel is directed to load, discharge or lay by is such that the Owners may have to incur additional costs to ensure the continuing safety of the Vessel, including temporarily shifting away or hiring standby tugs, pilots or other external assistance, any such additional costs shall be for the account of the Charterers.
- (ii) In the event that the Vessel has to vacate the berth during cargo operations for reasons of safety, the Charterers shall ensure that any Cargo then on board is safely stowed and secured at their risk, responsibility and expense.
- (c) Cargo Handling Gear and Lighting: Unless the Vessel is gearless, or Box 16 states that the Vessel's gear shall not be used, the Owners shall provide free use of the Vessel's cargo-handling gear and sufficient power to operate the same. Unless caused or contributed to by the act or neglect of the Charterers' servants, agents or subcontractors, time actually lost by breakdown of the Vessel's cargo-handling gear or lack of sufficient power shall not count as laytime or time on demurrage. The Owners shall provide free use of lighting as on board.
- (d) Stevedore Damage:
- The Charterers shall be responsible for stevedore damage (fair wear and tear excepted) to any part of the Vessel. The Charterers shall be liable for all costs for repairing such damage and for any time lost thereby, which shall be paid at the demurrage rate stated in Box 19.
  - The Master or the Owners shall notify the Charterers or their agents and the stevedores of any damage as soon as reasonably possible, failing which the Charterers shall not be responsible for any such damage. Such notice shall describe the damage and shall invite the Charterers to appoint a surveyor to assess the extent of such damage.
  - Stevedore damage affecting seaworthiness shall be repaired without any delay before the Vessel sails from the port where such damage was caused or discovered or otherwise as required by the Vessel's Classification Society. Stevedore damage restricting the Vessel's trading capabilities shall be repaired before leaving the last port of discharge, failing which the Charterers shall be liable for any resulting losses. All other stevedore damage which is not repaired before leaving the last port of discharge shall be repaired by the Owners and settled by the Charterers on receipt of the Owners' supporting invoice.

#### 5. Cargo Fumigation

- (a) The Charterers shall have the option to fumigate the Cargo in the Vessel's holds in port and/or at anchorage and/or in transit. Such fumigation shall be performed always in accordance with all applicable IMO Recommendations as amended from time to time.

#### 4. 裝載及卸載

- (a) 僱船人應在船長的監督下，但由僱船人自行承擔以下風險、責任及費用：
- 裝載、理貨、堆放、平艙及/或固定貨物，及從貨艙中取出貨物並予以卸貨；及
  - 確保船舶內貨物能妥善堆放、平艙及/或繫固，避免船舶於滿載航行以及裝載泊位、港口及地點之間以及卸貨泊位、港口間的任何移動時損及船舶適航性。任何相關費用應由僱船人承擔，裝卸期間或延滯期間應繼續計算。
- (b) (i) 如船舶被引導至泊位、繫泊、錨地或其他位置進行裝載、卸貨或停靠，僱船運送人為確保船舶的持續安全，包括臨時轉移或僱用備用拖船、引水人或其他外部援助，而必須支付可能發生之額外費用，任何該額外費用應由僱船人承擔。
- (ii) 如船舶在貨物作業期間出自安全理由而必須離開泊位，僱船人應確保當時船上的任何貨物業已安全積載及固定，僱船人應承擔其風險、責任及費用。
- (c) 貨物裝卸設備及照明設備：除船舶本身無吊具或第 16 欄約定不得使用船舶設備外，僱船運送人應可免費使用船上貨物裝卸設備及足夠電力以操作該設備。除係僱船人的受僱人、代理人或下包商的行為或疏忽造成或所致，否則因船舶貨物裝卸設備故障或動力不足而實際損失的時間不應計入裝卸期間或延滯期間。僱船運送人應提供免費船上照明之使用。
- (d) 裝卸工人損壞：
- 僱船人應對裝卸工人所損壞之船舶任何部分(正常的自然損耗除外)負責。僱船人應承擔修理此損壞的所有費用以及因此造成的任何時間損失，依第 19 欄規定的延滯費率為支付。
  - 船長或僱船運送人應在合理可能的情況下儘速通知僱船人或其代理人及裝卸工人，否則僱船人無須對任何此類損害負責。該通知應說明損壞情況，並應邀請僱船人所指定驗船師評估損壞程度。
  - 影響船舶適航性的裝卸工人損壞應在船舶駛離造成或發現該損壞的港口之前或依船舶船級協會之要求及時修理。限制船舶航行區域能力的裝卸工人損壞應在離開最後一個卸貨港前予以修復，否則僱船人應對因此所造成的損失承擔責任。於離開最後一個卸貨港前未修復的所有其他裝卸損壞應由僱船運送人修理，並由僱船人在收到僱船運送人的發票證明後予以結清。

#### 5. 貨物熏蒸

- (a) 僱船人有權選擇在港口及/或錨地及/或運輸途中對船舶貨艙內的貨物進行熏蒸。該熏蒸應依照現時修訂所有適用的 IMO 建議書進行。未經船長書面確認裝載已完成



Fumigation shall not be commenced without written confirmation from the Master that loading (including trimming and/or securing) is complete.

- (b) Fumigation shall be at the Charterers' risk and responsibility. Any costs and expenses incurred in connection with or as a result of such fumigation, including but not limited to gas detection equipment, respiratory protective equipment and crew training, shall be for the Charterers' account. The Charterers shall indemnify the Owners for any liabilities, losses or costs arising out of or resulting from Cargo fumigation.
- (c) If local authorities or IMO Recommendations require the crew to be accommodated ashore as a result of fumigation ordered by the Charterers, all costs and expenses reasonably incurred in connection thereto including, but not limited to, transportation, accommodation and victualling shall be for Charterers' account.
- (d) At the discharging port or place all fumigant remains, residues and fumigation equipment shall be removed from the Vessel as soon as possible and disposed of by the Charterers at Charterers' risk, responsibility, cost and expense in accordance with MARPOL Annex V or any other applicable rules relating to the disposal of such materials.
- (e) All time lost to the Owners in connection with or as a result of fumigation performed in accordance with subclause (a) above prior to commencement of laytime and/or after cessation of laytime or time on demurrage shall be considered as detention and shall be compensated by Charterers at the demurrage rate stated in Box 19. Any unused laytime shall be deducted from such detention, in which case any despatch payable shall be deducted from such compensation.
- (f) The exercise by the Charterers of the option to fumigate the Cargo under this Clause shall not be construed as evidence as to the condition of the Cargo at the time of shipment, and the Master or the Owners may not clause bills of lading solely by reason of fumigation.

## 6. Deck Cargo

- (a) The Vessel shall not be required to load or carry Cargo on deck without the Owners' written agreement.
- (b) If the Owners permit the Charterers to load or carry Cargo on deck, the Charterers shall:
  - (i) ensure, always to the reasonable satisfaction of the Master, that such carriage on deck does not exceed the permissible loads on the deck/hatch covers and will not impair the seaworthiness, stability and navigability of the Vessel;
  - (ii) provide and pay for any extra fittings that are required for deck or hatch cover Cargo; and
  - (iii) properly load, stow, dunnage, lash and secure such Cargo at their risk and expense under the supervision of the Master.
- (c) Cargo that is carried on deck is carried at the Charterers' risk and the Owners are not to be responsible for loss or damage of whatsoever nature and howsoever arising irrespective of whether or not due to the Owners' negligence. The Charterers shall ensure that all bills of lading that are issued in relation to such deck Cargo shall record the fact that such Cargo has been shipped on deck.

## 7. Freight

- (a) The freight shall be paid as stated in Boxes 14 and 15 and shall be paid in full without discount or deduction. Freight shall be paid in readily available and transferable funds and free of bank charges

者(包括縱傾及/或繫固), 不得開始熏蒸。

- (b) 熏蒸應由僱船人承擔風險及責任。與該熏蒸相關或因此產生的任何成本及費用, 包括但不限於氣體檢測設備、呼吸防護設備及船員培訓, 均應由僱船人承擔。僱船人應賠償僱船運送人因貨物熏蒸所引起的任何責任、損失或費用。
- (c) 如地方主管機關或 IMO 建議要求船員因僱船人所要求的熏蒸而必須被安置在岸上, 則與此有關的所有合理成本及費用, 包括但不限於交通、住宿及食品, 由僱船人負擔。
- (d) 於卸貨港或地點, 所有熏蒸劑殘留物、殘留物及熏蒸設備應盡快從船上移除, 並由僱船人依 MARPOL 附則 V 或與此類材料的處置有關的任何其他適用規則的風險、責任、成本及費用進行處置。
- (e) 在裝卸期間開始之前及/或裝卸期間或延滯期間結束後, 僱船運送人因依上述(a)項進行熏蒸而損失的所有時間應被視為延滯, 並應由僱船人依第 19 欄規定的延滯費率進行補償。任何未使用的裝卸期間應從該延滯中予以扣除, 於此情況下, 任何應付的快速費從此類補償中扣除。
- (f) 僱船人依本條規定行使對貨物進行熏蒸的選擇權不應被解釋為裝運時貨物外表情狀的證據, 船長或僱船運送人不得單獨為熏蒸理由而載明於載貨證券上。

## 6. 甲板貨物

- (a) 未經僱船運送人書面同意, 不得要求於船舶甲板上裝載或運載貨物。
- (b) 如僱船運送人允許僱船人在船舶甲板上裝載或運載貨物, 僱船人應:
  - (i) 確保在船長合理滿意的情況下, 甲板上的此類運輸不超過甲板/艙口蓋上所允許之載重, 且不會損及船舶的適航性、穩度及航行能力;
  - (ii) 提供甲板或艙口蓋貨物裝載所需的任何額外配件並支付費用; 及
  - (iii) 在船長監督下自行承擔風險及費用, 並妥善地裝載、堆放、墊材、繫固及固定該貨物。
- (c) 甲板上運載的貨物應由僱船人承擔風險, 無論是否因僱船運送人疏忽所致任何性質的損失或損壞, 僱船運送人概不負責。僱船人應確保就此類甲板貨物簽發的所有載貨證券應記錄該貨物業已甲板裝載之事實。

## 7. 運費

- (a) 運費應依第 14 欄及第 15 欄規定為支付, 且應全額支付, 不得折扣或扣除。運費應以隨時可運用及可轉讓的金錢為支付, 除



except as imposed by the Owners' bank.

- (b) Freight other than lumpsum freight is earned progressively throughout the loading and is to be calculated in accordance with the quantity recorded in the Mate's Receipts.
- (c) Lumpsum freight is earned on completion of loading.
- (d) Freight is non-returnable, ship and/or Cargo lost or not lost.
- (e) Neither the Owners nor the Master shall be required to sign or endorse bills of lading showing freight prepaid unless such freight has been received in full by the Owners.

## 8. ETA Notices

The Owners or the Master shall give notices of the Vessel's ETA to the Charterers and to the parties stated in Boxes 24 and 25, as appropriate, and shall notify them without unreasonable delay of any material change in the Vessel's position.

## 9. Notice of Readiness

- (a) Subject to subclause (b) below, at each port or place of loading or discharge, Notice of Readiness shall be tendered in writing to the party(ies) identified in Boxes 26 and 27 respectively at any time, day or night, when the Vessel is in the loading or discharging berth, securely moored, and is in all respects ready to load or discharge. Before tendering Notice of Readiness, the Owners shall exercise due diligence to ensure that all holds in which Cargo is there to be loaded are clean, dry and in all respects suitable to receive the Cargo.
- (b) If the loading or discharging berth is not designated or reachable on the Vessel's arrival at or off the port or place in question, the Vessel shall be entitled to tender Notice of Readiness from any waiting place that may be ordered by any relevant authority, or failing such order, at the customary anchorage, whether in free pratique or not, whether customs cleared or not. Laytime and time on demurrage shall then count, even if the holds were subsequently to fail the initial inspection under subclause (c) below, as if the Vessel were in berth and in all respects ready for loading or discharging, but time used in actually moving from such waiting place or customary anchorage to the loading or discharging berth shall not count as laytime or time on demurrage.
- (c) If, after the commencement of laytime such holds are found on initial inspection not to be ready in all respects to load, only such time as is actually lost until the Vessel is found after a subsequent joint re-inspection to be ready to load shall not count as laytime or time on demurrage. However, if after a subsequent joint re-inspection the holds are found not to be ready upon the expiry of ninety-six (96) hours or by 23.59 hours local time on the cancellation date, whichever is the later, the Charterers shall have the option of terminating this Charter Party in writing within twelve (12) hours thereafter, provided the Vessel remains Cargo-free at the time the option is exercised. If the Charterers exercise their right of termination under this subclause, they shall compensate the Owners at the demurrage rate for all time spent waiting for a berth after tendering Notice of Readiness pursuant to subclause (b) above. The provisions of this subclause and the exercise or non-exercise by the Charterers of their rights under this subclause shall not prejudice any claims which the Owners or the Charterers may have against each other.
- (d) Notice of Readiness at the first or sole port or place of loading may

僱船運送人銀行規定的情況外，不應計入銀行手續費。

- (b) 總額運費以外的運費於整個裝載過程中漸次賺取，並依大副收據所記錄的數量為計算。
- (c) 完成裝貨後賺取一次性運費。
- (d) 運費不可退還，無論船舶及/或貨物減失或未減失。
- (e) 除僱船運送人已全額收到運費外，否則僱船運送人及船長均無需簽署或背書顯示運費已付的載貨證券。

## 8. 預計到達時間之通知

僱船運送人或船長應酌情向僱船人及第 24 欄及 25 欄所載各方發出船舶預計到達時間之通知，並應及時通知他們有關船舶位置的任何重大變化。

## 9. 裝卸準備完成通知

- (a) 於適用以下(b)項情況下，於每一裝貨或卸貨港口或地點，應於白天或晚上的任何時間，於船舶在裝貨或卸貨泊位、安全繫泊，並在各方面準備好裝貨或卸貨時，應分別以書面方式向第 26 欄及第 27 欄分別指定的當事人發出裝卸準備完成通知。在發出裝卸準備完成通知書前，僱船運送人應善盡職責，確保所有待裝貨物的貨艙清潔、乾燥，並在所有方面均適合接收貨物。
- (b) 如於船舶抵達或駛離有關港口或地點時尚未指定或無法抵達裝卸泊位，船舶有權從任何相關機關可能要求的任何等候地點發出裝卸準備完成通知，或如無該命令，則為習慣錨地，無論是否已完成檢疫，無論海關是否已完成清關。裝卸期間及延滯費期間即應開始計算，即使貨艙隨後未能通過以下(c)項的初步檢查亦同，一如船舶已停泊並在所有方面準備好裝卸般，但從該等候地點或慣常錨地至裝卸泊位之實際移動所耗時間不應計入裝卸期間或延滯費期間。
- (c) 如於裝卸期間開始後，在初步檢查時發現貨艙尚未在所有方面均準備好裝載貨物，則僅有實際損失的時間，直到隨後聯合重新檢查後發現船舶已準備好裝載，不應計入裝卸期間或延滯費期間。但如於隨後的聯合重新檢查後發現貨艙在 96 小時或解約日期當地時間 23 時 59 分(以較晚者為準)到期時仍未準備好，僱船人應於此後 12 小時內以書面方式行使本僱船契約解約選擇權，但以船舶於行使該選擇權時仍維持無貨狀態者為限。如僱船人依本項行使解約權，其應依上述(b)項提交裝卸準備完成通知書後等待泊位的所有時間應依延滯費率補償僱船運送人。本項規定及僱船人依本項行使或不行使其權利，不應損害僱船運送人或僱船人可能對彼此提出之任何求償。
- (d) 於首個或唯一裝貨港口或地點的裝卸準備



be tendered prior to 00.01 hours local time at the loading port(s) or place(s) on the date stated in Box 18. However, laytime shall not begin before that time unless Cargo operations are sooner commenced.

- (e) In the event that at any port or place of loading or discharge more than one Notice of Readiness is tendered, each such Notice of Readiness shall be deemed to have been tendered without prejudice to the validity of any preceding or subsequent Notice of Readiness.

## 10. Laytime

- (a) The BIMCO Laytime Definitions for Charter Parties 2013 shall be deemed incorporated and form part of this Charter Party, except where inconsistent with its terms.

The expression “SHINC” shall mean that laytime is to run continuously and without interruption for public holidays or customary days of rest at the port or place in question, whether or not work is done at overtime rates.

The expression “SHEX” shall mean that there shall be excluded from laytime public holidays and customary days of rest at the port or place in question unless used.

- (b) (i)\* Separate laytime for loading and discharging:

The Cargo shall be loaded either within the number of running days or at the rate stated in Box 17(i), except to the extent that the actual loading is delayed or prevented by weather.

The Cargo shall be discharged either within the number of running days or at the rate stated in Box 17(ii), except to the extent that the actual discharging is delayed or prevented by weather.

Laytime for loading and discharging shall be non-reversible.

- (ii)\* Total laytime for loading and discharging:

The cargo shall be loaded and discharged either within the total number of running days or at the rate stated in Box 17(iii), except to the extent that the actual loading and/or discharging is delayed or prevented by weather.

\*Alternative (i) or (ii) shall apply as agreed in Box 17.

- (c) Short-loading: Where laytime is to be calculated on the basis of the quantity of Cargo shipped and the Charterers have agreed to pay full freight in respect of any short-shipment, the laytime shall be calculated on the basis of the bill of lading quantity plus the quantity of such short-shipment.

## 11. Commencement of Laytime

Subject to subclause 9(d), laytime at each port or place of loading and discharging shall commence at the earlier of:

- (a) commencement of Cargo operations; and

- (b) (i) where SHINC terms apply, 14.00 hours local time if Notice of Readiness is tendered up to and including noon, and 08.00 hours local time on the next day if Notice of Readiness is tendered after noon but during office hours; or

- (ii) where SHEX terms apply, 14.00 hours local time if Notice of Readiness is tendered up to and including noon on a working day, and 08.00 hours local time on the next working day if Notice of Readiness is tendered after noon, or, if Notice of Readiness is tendered on a non-working day, 14.00 hours local time on the next working day.

完成通知應於第 18 欄所載日期的裝貨港口或地點當地時間 00 時 01 分之前發出。但除貨物操作於更早時間已開始，否則裝卸期間不得在該時間之前開始計算。

- (e) 如於任何裝貨或卸貨港口或地點發送超過一份的裝卸準備完成通知，則每份裝卸準備完成通知均應被視為已發出，但不影響任何先前或後續裝卸準備完成通知的效力。

## 10. 裝卸期間

- (a) BIMCO 於 2013 年備船契約所定義的裝卸期間應被視為併入並構成本備船契約的一部分，但與其條款不相一致者除外。

“SHINC”乙詞係指在有關港口或地點的公共假日或習慣休息日期間，無論是否以加班費完成工作，裝卸期間應連續不間斷地進行。

“SHEX”乙詞係指除非使用，否則除外不包括有關港口或地點的公共假日及習慣性休息日。

- (b) (i)\* 裝載及卸載的個別裝卸期間：

貨物應在運作天數內或依第 17(i) 欄所規定的速度裝貨，但實際裝貨因天氣而延遲或受阻者除外。

貨物應在運行天數內或依第 17(ii) 欄規定的速度卸貨，但實際卸貨因天氣原因延遲或受阻者除外。

裝卸的裝卸期間不可變更。

- (ii)\* 裝卸總裝卸期間：

貨物應在總運行天數內或以第 17(iii) 欄規定的速度裝卸，但實際裝貨因天氣而延遲或受阻者除外。

\*備選方案(i)或(ii)應依照第 17 欄的約定適用。

- (c) 短裝：裝卸期間依裝載貨物數量計算，備船人同意就短裝貨物支付全部運費者，裝卸期間依載貨證券計算。提貨數量加上該短裝的數量。

## 11. 裝卸期間之開始

於適用第 9 條(d)項情況下，任一裝卸港口或地點的裝卸期間應從以下較早時間起算：

- (a) 開始貨物作業；及

- (b) (i) 在適用含假日 SHINC 條款的情況下，如裝卸準備完成通知書於中午前(包括中午)發出，則為當地時間 14:00，如裝卸準備完成通知書於中午過後但在辦公時間內發出，則為隔日當地時間 08:00；或

- (ii) 在適用不含假日 SHEX 條款的情況下，如裝卸準備完成通知書於工作日中午前發出，則為當地時間 14:00，如裝卸準備完成通知書於中午過後發出，則為下一工作日當地時間 08:00，或如裝卸準備完成通知書於非工作日發出，則為次一工作日當地時間 14 時。





## 12. The Running of Laytime

- (a) Shifting: In the event that the Vessel is required to load or discharge at a second or subsequent berth at the same port or place, or to shift out of and back to the same berth, other than for the Owners' purposes, shifting time between the berths shall count as laytime or time on demurrage and any related tug and pilot expenses shall be for the account of the Charterers.
- (b) Environmental: Any delay in loading or discharging arising out of environmental or public health concerns relating to the Cargo shall count as laytime or time on demurrage, and all related expenses, including measures for dust suppression, shall be for the account of the Charterers.
- (c) Completion of Cargo Operations: Laytime or time on demurrage shall run continuously until completion of Cargo operations, which includes the removal of any stevedores' equipment from the Vessel. The Charterers shall be permitted three hours after completion of cargo operations at each loading port or place in which to provide a full set of accurate Cargo documents. If the Vessel is prevented from sailing upon the expiry of that period as a result of awaiting a full set of accurate Cargo documents, laytime or time on demurrage shall recommence and run until such documents are received.

## 13. Demurrage and Despatch

- (a) Demurrage shall be payable by the Charterers at the rate stated in Box 19 and despatch shall be payable by the Owners at half the demurrage rate on all laytime saved.
- (b) Except as provided otherwise, demurrage shall accrue continuously and without interruption save where, and then only to the extent that, time is actually lost to the Charterers by the Vessel not being available to perform the service immediately required unless caused by the act or omission of the Charterers or their servants, agents or subcontractors.
- (c) Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice.

## 14. Cancelling

- (a) Without prejudice to subclause (b) below, should the Vessel not have tendered Notice of Readiness at the first or sole port of loading in accordance with Clause 9 (Notice of Readiness) by 23.59 hours local time on the cancellation date stated in Box 18, the Charterers shall have the option of cancelling this Charter Party within forty-eight (48) hours after 23.59 hours local time on the cancellation date.
- (b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be able to tender such Notice of Readiness at the first or sole port or place of loading by 23.59 hours local time on the cancellation date, they shall notify the Charterers accordingly without delay, stating when the Vessel is expected to be able to tender Notice of Readiness and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancellation date on 23.59 hours local time on the date notified by the Owners. Such option must be declared by the Charterers within forty-eight (48) hours after the receipt of the Owners' notice or by 23.59 hours local time on the cancellation date, whichever is the earlier. If the Charterers do not

## 12. 裝卸期間之經過

- (a) 移船：如船舶必須於同一港口或地點的第二或更後的泊位進行裝卸，或移往及移回同一泊位，除此係出於僱船運送人目的外，泊位間的移船時間應計為裝卸期間或延滯費期間，任何有關拖船及引水費用應由僱船人負擔。
- (b) 環境：因與貨物有關之環境或公共衛生問題所致之任何裝卸延誤均應計入裝卸期間或延滯費期間，所有相關費用，包括抑塵措施，均應由僱船人負擔。
- (c) 貨物作業之完成：裝卸期間或延滯費期間應連續計算，一直至貨物作業完成為止，包括從船上卸下任何裝卸工人的設備。於每一裝貨港或地點完成貨物作業後三小時，應允許僱船人提供一整套正確的貨物文件。如因等待全套正確貨物文件而導致船舶在該期限屆滿時無法航行，則應重新計算裝卸期間或延滯費期間，以迄收到此類文件為止。

## 13. 延滯費及快速費

- (a) 僱船人應依第 19 欄規定的費率支付延滯費，僱船運送人應依所有節省的裝卸期間的延滯費率之一半支付快速費。
- (b) 除另有規定外，延滯費應連續且不間斷地累計，但且僅限於因船舶無法立即執行所需服務而導致僱船人實際的損失時間者除外，但如該行為係僱船人或其受雇人、代理人或分包商疏忽所致者除外。
- (c) 延滯費逐日到期，並應在收到僱船運送人發票後予以支付。

## 14. 解約

- (a) 於不損及以下(b)項情況下，如船舶未於第 18 欄所載解約日當地時間 23 時 59 分前於第一個或唯一裝貨港依第 9 條(裝卸準備完成通知)發出裝卸準備完成通知者，僱船人可選擇於解約日當地時間 23 時 59 分之後的 48 小時內解除本僱船契約。
- (b) 如僱船運送人預期，既使為審慎應對，船舶仍無法於解約日當地時間 23 時 59 分以前於第一個或唯一的裝貨港口或地點發出該裝卸準備完成通知，其應及時通知僱船人，說明船舶預期何時能發出裝卸準備完成通知，並詢問僱船人是否會行使解除僱船契約之選擇權，或同意另一當地時間 23 時 59 分僱船運送人為通知之日期的新解約日期。僱船人必須於收到僱船運送人該通知後 48 小時內或解約日當地時間 23 時 59 分內(以較早者為準)聲明該選擇權。如僱船人不行使解約選擇權，則所建議的新



exercise their option of cancelling, then the proposed new cancellation date shall replace the cancellation date stated in Box 18. The provisions of this subclause (b) shall operate only once, and if the Vessel shall not have tendered Notice of Readiness in accordance with Clause 9 (Notice of Readiness) by 23.59 hours local time on such new cancellation date, the Charterers shall have the option of cancelling this Charter Party within forty-eight (48) hours after 23.59 hours local time on the new cancellation date.

- (c) The provisions of this Clause and the exercise or non-exercise by the Charterers of their rights under this Clause shall not prejudice any claims which the Owners or the Charterers may have against each other.

## 15. Lien

The Owners shall have a lien on the Cargo and on all sub-freights payable in respect of the Cargo for freight, deadfreight, demurrage, general average contributions, salvage, claims for compensation or damages and for all other amounts due under or pursuant to this Charter Party and all costs of recovering same, including legal costs.

## 16. Suspension and Termination

- (a) Without prejudice to Clause 15 or to any other rights or claims whatsoever that the Owners may have, should the Charterers fail to pay freight, deadfreight, demurrage or other compensation in accordance with the requirements of this Charter Party, the Owners shall be entitled at any time thereafter to suspend the performance of any and all of their obligations hereunder.
- (b) If the Charterers fail either to rectify their failure to pay in full or to provide security for such sums in terms acceptable to the Owners within ninety six (96) hours of their receiving a notice from Owners to do so, the Owners shall be entitled to terminate this Charter Party at any time thereafter while such sums remain outstanding and/or to discharge the Cargo at any port or place, and such action shall not be considered to be a breach or deviation under any relevant bills of lading.
- (c) The Charterers shall indemnify the Owners for all damages, losses, expenses or liabilities that they may incur as a result of the Owners exercising their rights under this Charter Party including any liability that the Owners may incur to third parties by doing so. The Charterers shall promptly provide appropriate security or substitute security to avoid any delays to the Vessel in the event of its actual or threatened arrest or detention. Compensation for time lost to the Owners shall be paid by the Charterers at the demurrage rate.

## 17. Strikes

- (a) If at any time before commencement of loading the Cargo at the first or sole port or place of loading, there exists a strike or lockout that is likely to delay or prevent the actual loading or any part of it at any port or place of loading, the Owners may request the Charterers to affirm that laytime and time on demurrage shall count as if there were no strike or lockout. Unless the Charterers have made such affirmation in writing within twenty-four (24) hours, the Owners shall have the option of cancelling this Charter Party and any Notice of Readiness given during such period of twenty-four (24) hours shall not prejudice such right of

解約日應取代第 18 欄所載的解約日。本(b)項規定僅適用一次，如船舶於該新解約日當地時間 23 時 59 分前發出第 9 條(裝卸準備完成通知)之裝卸準備完成通知者，僱船人可選擇於新解約日當地時間 23 時 59 分後之 48 小時內於新的解約日解除本僱船契約。

- (c)本條款規定及僱船人依本條款權利之行使或不行使，均不應損害僱船運送人或僱船人可能對彼此所提出的任何求償。

## 15. 留置權

有關貨物的運費、空載運費、延滯費、共同海損分攤、救助、補償或損害求償以及依本僱船契約到期應支付之所有其他款項及所有可請求的費用，包括法律費用，僱船運送人對貨物及有關貨物應支付的所有次運費享有留置權。

## 16. 暫停及終止

- (a)於不損害第 15 條或僱船運送人可能享有之任何其他權利或求償情況下，如僱船人未能依本僱船契約要求支付運費、空載運費、延滯費或其他賠償，僱船運送人有權於其後的任何時間暫停履行其在本協議項下的任何及所有義務。
- (b)如僱船人於收到僱船運送人通知後 96 小時內未能補正其未全額支付之款項或以僱船運送人可接受的條件提供該款項之擔保者，該款項仍未支付及/或於任何港口或地點卸貨，僱船運送人有權於其後的任何時間終止本僱船契約，且該行為不應被視為任何相關載貨證券下之違約或契約的基本違反。
- (c)僱船人應賠償僱船運送人因僱船運送人行使其在本僱船契約項下的權利而可能導致的所有損害、損失、費用或責任，包括僱船運送人可能因此對第三人所產生的任何責任。僱船人應及時提供適當擔保或替代性擔保，以避免船舶實際或威脅被假扣押或扣留情況下對船舶所造成任何延誤。僱船運送人的時間損失賠償應由僱船人依延滯費率予以支付。

## 17. 罷工

- (a)如於第一個或唯一裝貨港口或地點開始裝載貨物之前的任何時間，發生罷工或停工而可能會延遲或阻止於任何港口或地點的實際貨物裝載或其任何部分之貨物裝載者，僱船運送人可要求僱船人確認裝卸期間及延滯費期間應被視為未罷工或停工。除僱船人已於 24 小時內以書面方式作出此確認，否則僱船運送人有權選擇取消本僱船契約，且於該 24 小時內所發出之任何裝卸準備完成通知均不影響本僱船契約之



cancellation. Where the Charterers have made such affirmation, subclause (b) below shall not apply to such strike or lockout.

- (b) If at any time after commencement of loading the Cargo, strike(s) or lockout(s) delay or prevent the actual loading at any port or place of loading, any demurrage caused thereby shall be incurred at half rate for the first ten (10) cumulative days and thereafter (subject to subclause (c) below) at full rate.
- (c) In any case, where strike(s) or lockout(s) delay or prevent the actual loading, at any port or place of loading, for a cumulative total delay of twenty-five (25) days, the Owners shall be entitled thereafter to be compensated at the higher of (i) a daily rate equivalent to the demurrage rate, and (ii) the prevailing market hire rate plus bunkers consumed until completion of loading.
- (d) If strike(s) or lockout(s) delay or prevent the actual discharging of the Cargo or any part of it, at any discharge port or place, any demurrage caused thereby shall be incurred at half rate for the first ten (10) cumulative days and thereafter at full rate until the end of the twenty fifth (25) cumulative day. Should discharge continue beyond the twenty fifth (25) cumulative day of delay, the Owners shall be entitled thereafter to be compensated at the higher of (i) a daily rate equivalent to the demurrage rate, and (ii) the prevailing market hire rate plus bunkers consumed until completion of discharge.
- (e) All amounts due under this Clause shall be paid every seven (7) days unless otherwise agreed.
- (f) Except as provided in this Clause, neither party shall be responsible for the consequences of strike(s) or lockout(s) which prevent or affect the actual loading or discharging of the Cargo.

## 18. General Exceptions Clause

Neither the Vessel nor the Owners nor the Charterers, nor their respective servants, agents or subcontractors, shall, unless otherwise expressly provided in this Charter Party, be responsible for loss of or damage or delay to or failure to supply, load, discharge or deliver the Cargo as a result of the following events unless they can reasonably be avoided or guarded against: Act of God; act of war; act of public enemies, act of pirates or assailing thieves; arrest or restraint of princes, rulers or people; seizure under legal process (other than when caused by breach of obligations relating to this Charter Party), provided that reasonable steps are taken to furnish adequate security promptly to release the Vessel or Cargo; floods; fires; blockades; riots; insurrections; civil commotions; earthquakes; explosions; infectious or contagious disease; or any other similar event. However, nothing in this Clause shall interrupt the running of laytime or time on demurrage nor relieve the Charterers of, nor diminish their obligation for, payment of any sum that is due to the Owners under this Charter Party.

## 19. Bills of Lading

The Master or the Vessel's agents, provided written authority (a copy of which is to be furnished to the Charterers) has been given by the Owners to the agents, shall, without prejudice to this Charter Party, sign bills of lading as presented in terms no less favourable to the carrier than those of CONGENBILL 2022 and always in conformity with the mate's receipts. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise as a result of signing bills of lading to the extent that the provisions or contents of such bills of lading impose or result in the imposition on the carrier and/or the Owners of any exposure, liability or responsibility that is

取消權利。如僱船人已作出該確認，下列 (b) 項即不適用於該罷工或停工。

- (b) 如於貨物開始裝貨後之任何時間，罷工或停工遲延或阻止任何港口或裝貨地點的實際裝貨，因此所致之任何延滯費應在第一累計 10 天及之後(依下列(c)項)為全額支付。
- (c) 於任何情況下，如罷工或停工遲延或阻止任何港口或裝貨地點的實際裝貨，累計總遲延 25 天，僱船運送人應有權依以下較高者獲得補償：(i) 相當於延滯費的每日費率，及(ii) 現行市場僱船費率加上完成裝載前所消耗的燃料。
- (d) 如罷工或停工遲延或阻止貨物或其任何部分於任何卸貨港口或地點之實際卸貨，其所造成的任何延滯費，前 10 累計天數以費率一半計算，之後依全額費率計算，直至累計第 25 天為止。如卸貨繼續累計延遲超過 25 天，之後僱船運送人有權獲得(i) 相當於延滯費每日費率及(ii) 現行市場僱船費率加在完成卸貨前所消耗的燃料。
- (e) 除另有約定外，依本條款應支付之所有款項應每 7 天支付一次。
- (f) 除本條款規定外，任一方均無須負責會阻礙或影響貨物實際裝卸之罷工或停工的後果。

## 18. 一般例外條款

除本僱船契約另有明示規定外，且除其可合理地避免或防範外，本船舶、僱船運送人、僱船人及其各自的受僱人、代理人或下包商均不應因以下事件而導致的貨物供貨、裝載、卸載或交貨之損失、損壞、延誤或違約負責：不可抗力；戰爭行為；公共敵人行為；海盜行為或攻擊性竊盜行為；王子、統治者或人民扣押或限制；依法律程序所為之扣押(因違反與本僱船契約有關的義務所致者除外)，前提是其已採取合理措施及時提供足夠擔保以釋放船舶或貨物；洪水；火災；封鎖；騷亂；暴動；民眾騷亂；地震；爆炸；傳染病或傳染性疾病；或任何其他類似事件。但本條款任何內容均不得中斷裝卸期間或延滯費的持續計算，亦不得免除僱船人支付本僱船契約項下應付僱船運送人任何款項之義務，亦不得減少其義務。

## 19. 載貨證券

船長或船舶代理人於僱船運送人已向代理人提供書面授權(一副本應提供給僱船人)的情況下，應在不損及本僱船契約的情況下簽署不會比 CONGEN BILL 2022 年版更不利於僱船運送人之載貨證券，且始終應與大副收據內容一致。僱船人應賠償僱船運送人因簽署載貨證券可能產生的一切後果或責任，但僅限於載貨證券規定或內容所課以運送人及/或僱船運送人如依本僱船契約向僱船運送人提出求償，任何比僱船運送人本應承擔的風



more onerous than those to which the Owners would have been subject had the claim been made against them under this Charter Party.

## 20. BIMCO Electronic Bills of Lading Clause 2014

- (a) At the Charterers' option, bills of lading, waybills and delivery orders referred to in this Charter Party shall be issued, signed and transmitted in electronic form with the same effect as their paper equivalent.
- (b) For the purpose of subclause (a) above the Owners shall subscribe to and use Electronic (Paperless) Trading Systems as directed by the Charterers, provided such systems are approved by the International Group of P&I Clubs. Any fees incurred in subscribing to or for using such systems shall be for the Charterers' account.
- (c) The Charterers agree to hold the Owners harmless in respect of any additional liability arising from the use of the systems referred to in subclause (b) above, to the extent that such liability does not arise from the Owners' negligence.

## 21. Classification and Insurance

The Owners shall ensure that:

- (a) the Vessel is classed with the Classification Society stated in Box 5(iii); and
  - (b) the Vessel is insured for third party liabilities with the P&I Club or liability underwriter stated in Box 5(iv);
- and that it will be so maintained throughout the term of this Charter Party unless agreed otherwise by the Charterers, such agreement not to be unreasonably withheld.

## 22. Liberty and Deviation

- (a) The Vessel shall have liberty to sail with or without pilots, to tow or go to the assistance of vessels in distress, to deviate for the purpose of saving life or property and for any other purpose reasonably necessary for the safe continuation of the voyage, including calling at any place for bunkers, taking on board spares, stores or supplies, repairs to the Vessel, crew changes, landing of stowaways or persons rescued at sea, medical emergencies and ballast water exchange, and the Owners shall not be liable for any loss or damage (including delay) arising or resulting therefrom.
- (b) This Clause shall be incorporated into any sub-charter and any bill of lading issued pursuant hereto.

## 23. Substitution

With the prior written consent of the Charterers, which shall not be unreasonably withheld, the Owners may nominate and provide a substitute vessel of materially similar characteristics within the laydays/cancelling spread stated in Box 18, provided that the Owners shall always remain responsible for the due performance of this Charter Party. Such substitute vessel shall become the Vessel for the purposes of this Charter Party.

## 24. Sub-let and Assignment

With the prior written consent of the Owners, which shall not be

險、責任或責任更重的風險、責任或責任部分。

## 20. BIMCO 2014 年電子載貨證券條款

- (a) 依僱船人選擇，本僱船契約所述的載貨證券、運送單及小提單得以電子形式簽發、簽署及傳送，其效果與紙本等效。
- (b) 為前述(a)項之目的，僱船運送人應依僱船人的指示加入及使用電子(無紙)交易系統，但以該系統業已獲得防護及補償協會國際集團的批准。加入或使用該系統所產生的任何費用應由僱船人承擔。
- (c) 僱船人同意使僱船運送人免於因使用上述(b)項所載系統所產生的任何額外責任，但以該責任並非因僱船運送人疏忽所致者為限。

## 21. 船級及保險

僱船運送人應確保：

- (a) 船舶應依第 5(iii)欄所載之船級協會為入級；及
  - (b) 船舶已向第 5(iv)欄所載防護及補償協會或責任承保人投保第三人責任保險；
- 除僱船人另有約定外，否則應於本僱船契約全部期間內保持前述狀態，不得無理拒絕該協議。

## 22. 自由權與偏離航程

- (a) 船舶應有權在有或無引水人情況下航行、拖帶或提供遇險船舶協助、為救助人命或財產而偏離航程及為安全繼續航行而合理必要的任何其他目的，包括在任何地方填加燃料、裝載零件、存貨或補給、進行船舶修理、船員更換、將偷渡客或海上獲救人予以上岸、醫療緊急情況及進行壓載水交換，僱船運送人不承擔因此所生或所致任何損失或損害(包括延誤)之任何責任。
- (b) 本條款應併入任何分僱契約及一該分僱契約所簽發之任何載貨證券。

## 23. 船舶替換

經僱船人事先書面同意(不得無理拒絕)，僱船運送人可於第 18 欄所載裝卸日期/解約日之間指定並提供具有實質相似特徵的替代船舶，但僱船運送人應始終地履行本僱船契約。該替代船舶將成為本僱船契約的船舶。

## 24. 轉僱及轉讓

經僱船運送人事先書面同意(不得無理拒



unreasonably withheld, the Charterers may sub-let or assign this Charter Party, provided that the Charterers shall always remain responsible for the due performance of this Charter Party.

## 25. Taxes and Dues

- (a) On the Vessel: The Owners shall pay all dues, charges, duties and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.
- (b) On the 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 20, taxes levied or calculated on the freight shall be for the Charterers' account.

## 26. Agency

- (a) Unless stated otherwise in Box 21, the Vessel will be consigned to agents to be nominated by the Charterers. Such agents will be appointed and paid by the Owners at the ports or places of loading and discharge, but shall in any and all matters relating to or arising out of or in connection with the cargo and its loading, discharge and delivery (including the preparation and presentation of bills of lading), be deemed to be the agents of the Charterers.
- (b) Always subject to the terms of this Charter Party, the parties shall each be responsible for the act, neglect or default of their respective servants, agents and sub-contractors. Shippers and receivers shall be deemed to be the agents of the Charterers in the performance of any function which is the responsibility of the Charterers under this Charter Party.
- (c) Unless otherwise agreed, the agents shall comply with the minimum quality standards that are prescribed by FONASBA (The Federation of National Associations of Ship Brokers and Agents), ISO (The International Organisation for Standardisation) or other equivalent quality standards.

## 27. Limitation of Liability

- (a) Nothing contained in, or done or not done, under this Charter Party shall constitute a surrender or waiver of any right of limitation which might otherwise be available as a matter of law to the Owners, the Charterers, the Vessel, its registered or disponent owners, or the managers, operators, charterers, any person or party for whose act, neglect or default such parties may be liable, or the liability insurers of such parties.
- (b) The Charterers shall ensure that the terms and conditions of access and use at any berth or place to which they may require the Vessel to proceed (unless expressly named in this Charter Party) shall not prejudice any such right of limitation and shall indemnify the Owners against any loss, damage or liability arising or resulting from failure to do so.

## 28. Protective Clauses

The New Jason Clause, Both-to-Blame Collision Clause and International Group of P&I Clubs/BIMCO Himalaya Clause for Bills of Lading and Other Contracts 2014 as contained in CONGENBILL 2022 shall be deemed incorporated and form part of this Charter Party and shall be expressly incorporated in any bill of lading issued under

絕), 僱船人可轉僱或轉讓本僱船契約, 但僱船人應始終負責本僱船契約的適當履行。

## 25. 稅捐

- (a) 於船舶: 僱船運送人應支付通常針對船舶所徵收的所有稅捐、費用、關稅及稅款, 無論其金額如何估算。
- (b) 於貨物: 僱船人應支付通常針對貨物所徵收的所有稅捐、費用、關稅及稅款, 無論其金額如何估算。
- (c) 於運費: 除第 20 欄另有約定外, 針對運費所徵收或估算的稅款應由僱船人承擔。

## 26. 代理

- (a) 除第 21 欄另有載明外, 船舶將交付給僱船人所指定的代理人。該代理人由僱船運送人於裝卸港口或地點指定並支付其費用, 但處理與貨物及其裝卸及交付有關或所引起或與之相關之任何及所有事項(包括準備及出示載貨證券), 被視為僱船人之代理人。
- (b) 於始終依照本僱船契約條款規定情況下, 雙方應對其各自的受僱人、代理人及下包商的行為、疏忽或違約負責。託運人及收貨人於履行僱船人於本僱船契約下之任何職責應被視為僱船人之代理人。
- (c) 除另有約定外, 代理人應遵守 FONASBA(各國船舶經紀人及代理協會聯合會)、ISO(國際標準組織)或其他同等品質標準所規定之最低品質標準。

## 27. 責任限制

- (a) 本僱船契約所載任何內容或已為或不為的任何事情均不構成拋棄或放棄依法提供給僱船運送人、各僱船人、船舶、其登記所有人或受益船舶所有人、或船舶經理人、船舶營運人、或前述之人應予以負責其行為、過失或疏失之任何人、或前述之人之責任保險人之任何責任限制之權利。
- (b) 僱船人應確保其可要求船舶駛往任何泊位或地點之進入及使用條款及條件(除非於本僱船契約中明確指明)不得損害任何此類責任限制之權利, 並應賠償僱船運送人因無法主張是項權力所引起或導致的任何損失、損害或責任。

## 28. 防護條款

2022 年版 CONGENBILL 所規定的新傑遜條款、雙方過失碰撞條款及國際防護及補償協會與 BIMCO 載貨證券喜馬拉雅條款及 2014 年版的其他契約條款, 應視為併入並構成本僱船契約之一部份, 並應明確併入於僱船



this Charter Party.

## 29. General Average

General Average shall be adjusted, stated and settled in London, unless otherwise stated in Box 22, according to York-Antwerp Rules 2016.

Cargo's contribution to General Average shall be paid to the carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

## 30. BIMCO Ice Clause for Voyage Charter Parties 2005

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow icebreakers.

### (a) Port of Loading:

- (i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

If the Charterers fail within 48 hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the contract were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

- (ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with Cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with Cargo for the Owners' account.

### (b) Port of Discharge:

- (i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation at the demurrage rate stated in Box 19 or of ordering the Vessel to a safe and accessible alternative port. If the Charterers fail to make such declaration within 48 hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the Cargo.

- (ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with Cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to

契約所簽發的任何載貨證券中。

## 29. 共同海損

共同海損應依 2016 年約克安特衛普規則理算，除第 22 欄另有載明外，共同海損應於倫敦理算、出版及解決。

即使海損為船長、引水人或船員之過失、疏忽或錯誤所致，貨物對共同海損的分攤仍應支付給運送人。

## 30. BIMCO2005 年論航傭船契約冰封條款

船舶無強制進入冰區之義務，但經傭船運送人於適當考慮結冰尺寸、構造及等級後批准後，可跟隨破冰船進入。

### (a) 裝貨港：

- (i) 如在迫近履約航程後的任何時候船舶通行受到冰阻，或於抵達時因冰封而無法進入裝貨港，船長或傭船運送人應通知傭船人並要求其指定一安全且可進入的替代港口。

如傭船人未能於包含週日及假日在內的 48 小時內作出該指定或同意起算裝卸期間一如可抵達契約指定港口般，或宣布其解除傭船契約，傭船運送人可選擇解除本傭船契約。於任何一方解除情況下，傭船人應賠償傭船運送人依本傭船契約經證明的所有收入損失。

- (ii) 如船長於任何裝貨港認為船舶有被冰封的危險，於船長或傭船運送人立即通知傭船人情況下，船舶可載貨駛離並駛往最近於船長或傭船運送人通知後 24 小時內，不包括週日及假日，安全及不結冰的地點等待傭船人指定一安全可到達的替代港口。如傭船人未能指定該替代港口，船舶可前往任何港口，無論是否在傭船論航的慣常航線上，以傭船運送人費用完成貨運。

### (b) 卸貨港：

- (i) 如卸貨港航程受冰阻，或到達卸貨港時因冰封而無法進入，船長或傭船運送人應通知傭船人。於此情況下，傭船人可選擇讓船舶一直等到港口可通行，而無須依照第 19 欄規定的延滯費率支付賠償金，或命令船舶駛往安全及可進入的替代港口。如傭船人未能在船長或傭船運送人通知傭船人後的 48 小時內(包括週日及假日)作出此類聲明，船長可在不另行通知的情況下前往最近的安全及可進入的港口卸貨。

- (ii) 如船長於任何卸貨港認為船舶有被冰封的危險，於船長或傭船運送人立即通知傭船人情況下，船舶攜帶船上剩餘的貨物駛離並駛往最近於船長或傭船運送人通知後的 24 小時內，不包括週日及假日，安全及不結冰的地點等待傭船人指定一安全及可進入的替代港口。如傭船人未能指定該替代港口，船



nominate such alternative port, the vessel may proceed to the nearest safe and accessible port and there discharge the remaining Cargo.

- (iii) On delivery of the Cargo other than at the port(s) named in the contract, all conditions of the bills of lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the Cargo delivered at the substituted port(s) shall be increased proportionately.

### 31. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005

- (a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and “the Company” (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the “Owner” (as defined by the MTSA).
- (ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).
- (iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or “the Company”/“Owner” to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners’ account, except as otherwise provided in this Charter Party.
- (b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.
- (ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers’ account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.
- (c) Provided that the delay is not caused by the Owners’ failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:
- (i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.
- (ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners’ managers.
- (d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch

船可駛往最近的安全及可進入的港口，並在那卸下列餘貨物。

- (iii) 於契約指定港口以外港口交付貨物時，載貨證券的所有條款規定均應予以適用，且船舶應收到與於原目的地港口卸貨相同的運費，如被替代港口的距離超過 100 海里，於替代港口交付的貨物之運費應按比例增加。

### 31.2005 年論航備船契約的 BIMCO ISPS/MTSA 條款

- (a)(i) 備船運送人應遵守國際船舶及港口設施保安規則及海上人命安全公約第 XI 章 (ISPS 規則) 有關船舶及「公司」(依 ISPS 規則定義) 之要求。如進出美國或通過美國水域為貿易，備船運送人另應遵守美國 2002 年海上運輸安全法 (MTSA) 有關船舶及「船舶所有人」(依 MTSA 定義) 的要求。
- (ii) 一經請求，備船運送人應向備船人提供相關的國際船舶保安證書(或臨時國際船舶保安證書)的副本及公司保安人員 (CSO) 的完整聯繫方式。
- (iii) 因備船運送人或「公司」/「船舶所有人」未能遵守 ISPS 規則/MTSA 之要求所造成的損失、損害、費用或延誤(不包括附隨損失、損害、費用或延誤)，除本備船契約另有規定外，應由備船運送人承擔。
- (b)(i) 備船人應向備船運送人及船長提供其完整的聯繫方式，並應要求提供備船運送人為遵守 ISPS 規則/MTSA 所需的任何其他資訊。
- (ii) 因備船人未能遵守本條款所造成的損失、損害或費用(不包括附隨損失、損害或費用)，以及任何該疏忽所造成的延誤應計入裝卸期間或延滯費期間，除本備船契約另有規定外，應由備船人承擔。
- (c) 如延遲非因備船運送人未遵守 ISPS 規則/MTSA 所規定的義務所致，則應適用以下規定：
- (i) 不論本備船契約是否有任何相反規定，即使因港口設施或任何相關機關依 ISPS 規則/MTSA 所實施的安全法規或措施未獲許可，船舶仍有權提交裝卸準備完成通知。
- (ii) 因港口設施或任何相關機關依 ISPS 規則/MTSA 所採取的措施所造成任何延誤均應計入裝卸期間或延滯費期間，但該措施完全係因備船運送人、船長或船員或船舶先前的交易、船員國籍或船舶所有人之經理人的身份除外。
- (d) 不論本備船契約是否有任何相反規定，僅因港口設施或任何相關機關依 ISPS 規則/MTSA 所要求的安全法規或措施所引起或與之相關的任何成本或費用，包括但不限於保安、水下服務、護航、保安費用或



services, vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

- (e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

### 32. BIMCO Sanctions Clause for Voyage Charter Parties 2020

- (a) For the purposes of this Clause:  
"Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.  
"Sanctioning Authority" means the United Nations, European Union, United Kingdom, United States of America or any other applicable competent authority or government.  
"Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.
- (b) Owners warrant that at the date of this Charter Party and throughout its duration they, the registered owners, bareboat charterers, intermediate disponent owners, managers, the Vessel and any substitute are not a Sanctioned Party.
- (c) Charterers warrant that at the date of this Charter Party and throughout its duration they and any subcharterers, shippers, receivers and cargo interests are not a Sanctioned Party.
- (d) If at any time either party is in breach of subclause (b) or (c) above then the party not in breach may terminate and/or claim damages resulting from the breach.
- (e) If performance of this Charter Party involves a Sanctioned Party or a Sanctioned Activity, without prejudice to any other rights that may be available in subclause (d) above:
- if loading has not commenced, Owners may cancel this Charter Party; or
  - if the voyage or the loading has commenced, Owners may refuse to proceed and discharge any cargo already loaded at any safe port or place of their choice (including the port or place of loading) in complete fulfilment of this Charter Party,

provided always that if this Charter Party provides that loading and/or discharging is to take place within a range of ports or places that do not involve a Sanctioned Party or a Sanctioned Activity, Owners must first request Charterers to nominate an alternative port or place and may cancel the Charter Party or refuse to proceed on the voyage only if such nomination is not made within forty-eight (48) hours after the request.

- (f) If in compliance with subclause (e) above anything is done or not done, such shall not be deemed a deviation, but shall be considered due fulfilment of this Charter Party.
- (g) Charterers shall indemnify Owners against any and all claims brought by the owners of the cargo and/or the holders of bills of lading, waybills or other documents evidencing contracts of carriage and/or subcharterers against Owners by reason of Owners' compliance with such alternative voyage orders or delivery of the cargo in accordance with subclause (e) above.
- (h) Charterers shall procure that this Clause shall be incorporated into all sub-charters and bills of lading, waybills or other documents evidencing contracts of carriage issued pursuant to this Charter

稅費及檢查，除該成本或費用完全係因傭船運送人、船長或船員的疏忽或船舶之前的交易、船員國籍或船舶所有人經理人之身份外，均應由傭船人承擔。船舶所有人為遵守船舶保安計劃而要求的所有措施均應由傭船運送人負責。

- (e) 如任何一方依本條款為另一方賬戶支付任何款項，另一方應賠償付款方。

### 32.2020 年論航傭船契約之 BIMCO 制裁條款

- (a) 為本條款之目的：  
“受制裁活動”係指制裁機關所課以，實施制裁之任何活動、服務、運送、貿易或航程。  
“制裁機關”係指聯合國、歐盟、英國、美國或任何其他可適用的主管機關或政府。  
“受制裁方”係指制裁機關所指定之任何個人、實體、機構或船舶。
- (b) 傭船運送人保證，於本傭船契約簽署日及於整個傭船期間內，其、船舶登記所有人、光船承租人、中間受益船東、船舶經理人、船舶及任何替代方均非受制裁方。
- (c) 傭船人應擔保，於本傭船契約簽訂日及於整個傭船期間內，其及任何次傭船人、託運人、收貨人及貨物利害關係人均非受制裁人。
- (d) 如任一方於任何時候違反上述(b)或(c)項規定，則未違反之一方可終止契約及/或要求因違反所致生之損害賠償。
- (e) 如本傭船契約之履行涉及受制裁方或受制裁活動，在不影響上述(d)項可適用之任何其他權利之情況下：
- 如裝載尚未開始，傭船運送人可解除本傭船契約；或
  - 如航程或裝載業已開始，為完全履行本傭船契約，傭船運送人可拒絕繼續卸貨，且在其所選擇的任何安全港口或地點(包括裝貨港口或地點)卸下已裝載之任何貨物，
- 但如本傭船契約規定裝載及/或卸貨將在不涉及受制裁方或受制裁活動的港口或地點範圍內進行，傭船運送人應先要求傭船人指定替代港口或地點，且僅有在提出此請求後 48 小時內未提出該替代港指定的情況下，方可解除傭船契約或拒絕繼續航行。
- (f) 依上述(e)項規定所為或不為之任何事情，不應被視為契約的基本違反，而應被視為對本傭船契約的適當履行。
- (g) 傭船人應就貨物之所有人及/或載貨證券、運送單或運送契約其他證明文件之持有人及/或次傭船人因傭船運送人遵守上述(e)項之替代航程命令或貨物交付所提出之任何及所有求償，應給予傭船運送人補償。
- (h) 傭船人應促使本條款應併入所有次傭船契約及載貨證券、運送單或其他用於證明本傭船契約所簽發之運送契約之文件。





Party.

### 33. BIMCO War Risks Clause for Voyage Chartering (VOYWAR 2013)

- (a) For the purpose of this Clause, the words:
- (i) "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
- (ii) "War Risks" shall include any actual, threatened or reported: War, act of war, civil war or hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "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 or territory whether recognised or not, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or may become dangerous to the Vessel, cargo, crew or other persons on board the Vessel.
- (b) 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 the Vessel, 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 the Vessel, 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, cargo, crew, or other persons on board the Vessel may 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.
- (c) The Owners shall not be required to continue to load cargo for any voyage, or to sign bills of lading, waybills or other documents evidencing contracts of carriage for any port or place, or to proceed or continue on any voyage, or on any part thereof, 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, cargo, crew or other persons on board the Vessel may be exposed to War Risks. If it should so appear, the Owners may by 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 though 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

### 33.BIMCO 論航傭船戰爭風險條款 (VOYWAR 2013)

- (a) 為本條款的目的，用語如下：
- (i) "傭船運送人"包括船舶所有人、光船承租人、受益船舶所有人、船舶管理人或其他負責管理船舶的船舶營運人，以及船長；及
- (ii) "戰爭風險"應包括以下任何的實際、威脅性或經通報的：戰爭、戰爭行為、內戰或敵對行動；革命；叛亂；騷亂；類戰行動；佈設水雷；海盜行為及/或暴力搶劫及/或捕獲/扣押(以下簡稱"海盜行為")；恐怖分子的行為；敵對或惡意破壞行為；任何個人、團體、恐怖分子或政治團體，或任何國家或地區政府，無論是否承認與否，依據船長及/或傭船運送人的合理判斷，其可能對船舶、貨物、船員或船上其他人員構成危險或可能成為危險。
- (b) 如於船舶開始裝載前的任何時間，依船長及/或傭船運送人的合理判斷，運送契約或其任何部分的履行可能會使船舶、貨物、船員或船上其他人員面臨戰爭風險，傭船運送人可通知傭船人解除本運送契約，或拒絕履行可能使船舶、貨物、船員或船上其他人員暴露於船舶戰爭風險；前提是，如本運送契約規定裝卸應在一系列港口內進行，且在傭船人指定的一或多個港口，船舶、貨物、船員或船上的其他人員可能會暴露於戰爭風險，傭船運送人應先要求傭船人指定在裝卸範圍內的任何其他安全港口，僅於傭船人未在 48 小時內指定該安全港口的情况下，方可解除本運送契約收到有關該要求的通知。
- (c) 依船長及/或傭船運送人的合理判斷，船舶、貨物、船員或船上其他人員可能面臨戰爭風險時，傭船運送人不應被要求繼續就任何航程裝載貨物，或簽署載貨證券、運送單或其他證明任何港口或地點的運送契約文件，或繼續任何航程或任何部分，或通過任何運河或水道，或在貨物開始裝貨後或卸貨前航程的任何階段，前往或停留於任何港口或地點。於發生此情況時，傭船運送人可通知傭船人指定一安全港口進行卸貨或其任何部分，如於收到通知後 48 小時內，傭船人未指定該安全港口或數港口者，傭船運送人可依其所選擇的任何安全港口(包括裝貨港)卸貨，以完全履行該運送契約。如卸貨發生在裝貨港以外之任何港口，傭船運送人有權向傭船人追償此類卸貨的額外費用，傭船運送人有權收取全部運費，一如貨物業已運往卸貨港般，如額外距離超過 100 英里，額外運費應與契約運費相同的百分比，即額外距離佔正常及慣常路線距離的百分比，傭船運送人對該費用及運費亦享有貨物留置權。



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.

- (d) 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, cargo, crew or other persons on board the Vessel may 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.
- (e) (i) The Owners may effect War Risks insurance in respect of the Vessel and any additional insurances that Owners reasonably require in connection with War Risks and the premiums therefor shall be for their account.
- (ii) If, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel proceeds to or through any area or areas exposed to War Risks, the Charterers shall reimburse to the Owners any additional premiums required by the Owners' insurers. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall further reimburse the Owners for the actual additional premiums paid from completion of discharge until the Vessel leaves such area or areas. The Owners shall leave the area or areas as soon as possible after completion of discharge.
- (iii) All payments arising under this Sub-clause (e) shall be settled within fifteen (15) days of receipt of Owners' supported invoices.
- (f) The Vessel shall have 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 other government to whose laws the Owners are subject, or any other government of any state or territory whether recognised or not, body or group whatsoever acting with the power to compel compliance with their orders or directions;
- (ii) to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
- (iii) to comply with the terms of any resolution of the Security Council of the United Nations, 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;
- (iv) to discharge at any alternative port any cargo or part thereof which may expose the Vessel to being held liable as a contraband carrier;
- (v) to call at any alternative 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 internment, imprisonment, detention or similar measures;
- (vi) 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, whether backwards or forwards or in a
- (d) 於貨物裝載開始後的任何航程階段，依船長及/或僱船運送人的合理判斷，船舶、貨物、船員或船上其他人員可能在契約性質航程中通常及慣常使用的任何部分航線(包括任何運河或水道)面臨戰爭風險，且有另一條更長的航線可到卸貨港，僱船運送人應通知僱船人將採用該替代路線。於此情況下，如總額外距離超過 100 海里，僱船運送人有權獲得額外運費，該額外運費應與契約運費同樣的百分比，即額外距離佔正常及慣常路線距離的百分比。
- (e)(i) 僱船運送人得為船舶投保戰爭險及僱船運送人合理要求與戰爭險有關的任何附加險，保險費應由僱船運送人承擔。
- (ii) 如依僱船人的指示，或為履行僱船運送人於本僱船契約下之義務，船舶駛往或通過任何有戰爭風險的區域，僱船人應向僱船運送人償還僱船運送人之保險公司所要求的任何額外保費。如船舶卸貨區域內的所有貨物需支付本協議所規定的附加保費，僱船人應進一步償還僱船運送人自卸貨完成後至船舶離開該區域或該區域之前所應支付之實際附加保費。僱船運送人應在卸貨完成後儘快離開該區域。
- (iii) 依本(e)項所產生的所有款項應於收到僱船運送人佐證發票後 15 天內結清。
- (f) 船舶得自由為以下權利：
- (i) 遵守由船旗國政府，或僱船運送人受其法律管轄的其他政府，或任何其他州或地區之政府，無論是否承認，任何有權強制遵守的機構或團體有關啟航、抵達、航路、船隊航行、停靠港、停航、目的地、卸貨、交貨或任何其他方式之所有命令、指示、建議或意見；
- (ii) 遵守僱船運送人之保險人依船舶保險條款所提出的要求；
- (iii) 遵守聯合國安全理事會任何決議的條款、任何其他超國家機構有權發布及下達該決議的有效命令，以及旨在執行該決議的國家法律，僱船運送人亦應服從負責執行之人之命令及指示；
- (iv) 於任何替代港口卸下可能使船舶承擔運送人違禁品責任之任何貨物或部分貨物；
- (v) 有理由相信其可能會受到拘禁、監禁、拘留或類似措施情況下，停靠任何替代港口以更換船員或其任何部分或船上其他人員；
- (vi) 如僱船運送人依本條任何規定尚未裝載或卸貨，為僱船運送人自身利益裝載其他貨物並將其運往任何其他港口，無論是向後航行或向前航行或在與普通



contrary direction to the ordinary or customary route.

- (g) The Charterers shall indemnify the Owners for claims arising out of the Vessel proceeding in accordance with any of the provisions of subclauses (b) to (f) above which are made under any bills of lading, waybills or other documents evidencing contracts of carriage.
- (h) When acting in accordance with any of the provisions of subclauses (b) to (f) 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.

#### 34. BIMCO Piracy Clause for Single Voyage Charter Parties 2013

- (a) If, after entering into this Charter Party, in the reasonable judgement of the Master and/or the Owners, any port, place, area or zone, or any waterway or canal (hereinafter "Area") on any part of the route which is normally and customarily used on a voyage of the nature contracted for becomes dangerous, or the level of danger increases, to the Vessel, cargo, crew or other persons on board the Vessel due to any actual, threatened or reported acts of piracy and/or violent robbery and/or capture/seizure (hereinafter "Piracy"), the Owners shall be entitled to take a reasonable alternative route to the discharging port and, if they so decide, immediately give notice to the Charterers that such route will be taken. Should the Vessel be within any such place as aforesaid which only becomes dangerous, after entry, it shall be at liberty to leave it.
- (b) In any event, if the Vessel proceeds to or through an Area exposed to the risk of Piracy the Owners shall have the liberty:
- to take reasonable preventative measures to protect the Vessel, crew and cargo including but not limited to re-routeing within the Area, proceeding in convoy, using escorts, avoiding day or night navigation, adjusting speed or course, or engaging security personnel and/or deploying equipment on or about the Vessel (including embarkation/disembarkation);
  - to comply with the requirements of the Owners' insurers under the terms of the Vessel's insurance(s);
  - to comply with all orders, directions, recommendations or advice 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, body or group (including military authorities) whatsoever acting with the power to compel compliance with their orders or directions; and
  - to comply with the terms of any resolution of the Security Council of the United Nations, 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.
- (c) This Clause shall be incorporated into any bills of lading, waybills or other documents evidencing contracts of carriage (hereinafter "Contracts of Carriage") issued pursuant to this Charter Party. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the Master signing Contracts of Carriage as presented to the extent that the terms of such Contracts of Carriage impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Clause.
- (d) If in compliance with this Clause anything is done or not done, such shall not be deemed a deviation, but shall be considered as due fulfilment of this Charter Party. In the event of a conflict

或習慣路線相反的方向。

- (g) 僱船人應依上述(b)至(f)項之任何規定，依任何載貨證券、運送單或其他證明運送契約之文件向僱船運送人賠償因船舶訴訟而致生之求償。
- (h) 於依照本條(b)至(f)項規定行事時，任何事情業已完成或未完成，均不應被視為契約之基本違反，應被認為運送契約之適當履行。

#### 34. 2013 年單趟論航僱船契約 BIMCO 海盜條款

- (a) 如於簽訂本僱船契約後，依船長及/或僱船運送人的合理判斷，於任何港口、地點、地區或區域，或任何航道或運河(以下簡稱“區域”)的任何部分有任何實際、威脅性或通報的海盜行為，使契約性質航程中通常及慣常使用的航線對船舶、貨物、船員或船上其他人員造成危險或危險程度增加及/或暴力搶劫及/或捕獲/扣押(以下簡稱“海盜”)，僱船運送人有權採取合理的替代路線前往卸貨港，如其如是決定，應將所欲採取的路線即刻通知僱船人。如船舶於上述任何地方變得危險，在進入後，其可自由駛離。
- (b) 於任何情況下，如船舶駛往或通過有海盜風險的區域，僱船運送人有權：
- 採取合理預防措施以保護船舶、船員及貨物，包括但不限於區域內改道、護航、使用護航、避免日夜航行、調整航速或航向或聘請保安人員及/或在船舶上或船舶周圍部署設備(包括登船/離船)；
  - 遵守僱船運送人之保險人依據船舶保險條款所提出的要求；
  - 遵守船舶所懸掛國旗的國家政府或僱船運送人受其法律拘束的其他政府或任何其他政府、機構或團體(包括軍方機構)任何有權強制遵守之人之所有命令、指示、建議或指令；及
  - 遵守聯合國安全理事會任何決議的事項、任何其他有權發布及下達該決議的超國家機構的有效命令，以及旨在執行該決議的國家法律，僱船運送人必須服從並服從負責執行的人的命令及指示。
- (c) 本條款應併入依本僱船契約所簽發的任何載貨證券、運送單或其他證明運送契約的文件(以下簡稱“運送契約”)中。僱船人應賠償僱船運送人因船長簽署運送契約可能產生的所有後果或責任，但應限於該運送契約條款對僱船運送人所課以或導致對僱船運送人所課以的責任比依據本條款所課以的責任更大的部分。
- (d) 如依本條款應為或不應為之任何事項，均不應被視為契約偏離(契約的基本違反)，應被視為對本僱船契約應有義務的履行。



between the provisions of this Clause and any implied or express provision of the Charter Party, this Clause shall prevail.

如本條款規定與傭船契約任何默示或明示規定發生衝突，應以本條款為準。

### 35. Brokerage

A brokerage commission at the rate(s) stated in Box 23 on the freight, deadfreight and demurrage received by the Owners under this Charter Party shall be paid by the Owners to the party(ies) stated in Box 23.

### 35. 經紀佣金

傭船運送人依本傭船契約所收取的運費、空載運費及延滯費應依第 23 欄規定的費率向第 23 欄所載明的一方支付經紀佣金。

### 36. Notices

For the purpose of giving notices, except for notices given under the BIMCO Law and Arbitration Clause 2020, the Owners' contact details are stated in Box 28 and the Charterers' contact details are stated in Box 29. Any notice or approval to be given under this Charter Party shall be in writing.

### 36. 通知

為發出通知之目的，除依據 BIMCO 2020 準據法及仲裁條款所發出的通知外，傭船運送人的聯繫方式載明於第 28 欄，傭船人的聯繫方式載明於第 29 欄。本傭船契約所發出的通知或同意應採用書面形式。

### 37. BIMCO Law and Arbitration Clause 2020

**The Parties have been given a choice of law and arbitration alternatives in Box 32 and this is the clause that shall apply.**

### 37. BIMCO 2020 準據法及仲裁條款

雙方已在第 32 欄為準據法選擇及仲裁之替代方案，此時應適用本條款。

- (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 exclusively 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 seat of arbitration shall be London even where any hearing takes place in another jurisdiction.
- (b) The reference shall be to three (3) arbitrators unless the Parties agree otherwise.
- (c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.
- (d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure. In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the Parties may agree) the Parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.
- (e) The terms and procedures referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

- (a) 本契約應受英國法律約制並依英國法為解釋，因本契約所引起或與本契約有關的任何爭議均應依據 1996 年仲裁法或其任何法定修訂或重新頒佈，於倫敦進行仲裁。除為實施本條款規定之必須範圍外，其對本條款規定具有效力。仲裁地應為倫敦，即使任何聽證在另一司法管轄區進行。
- (b) 除雙方另有約定外，仲裁應提交給及 3 位仲裁人。
- (c) 仲裁應依據倫敦海事仲裁人協會規則 (LMAA) 進行。
- (d) 如求償或任何反求償的金額不超過 100,000 美元(或雙方可能同意的其他金額)，則應依據 LMAA 小額求償程序進行仲裁。如求償或任何反求償超過 LMAA 小額求償程序所約定的金額，且求償或任何反求償的金額不超過 400,000 美元(或雙方可能同意的其他金額)，雙方可同意仲裁應依據 LMAA 中間求償程序進行。
- (e) 上述(c)及(d)項所述及的規則及程序應為仲裁程序開始時的當時規則及程序。
- (f) 與本條款任何仲裁程序有關的任何及所有通知及通訊，包括仲裁啟動通知及仲裁人之任命，如透過電子郵件發送，則應視為自發送電子郵件之日起有效送達至以下電子郵件地址：

Owners E-mail address(es) for receipt of notices and communications on behalf of the Owners:

Charterers E-mail address(es) for receipt of notices and communications on behalf of the Charterers:

Either party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other party at the above address (or, if previously amended by notice, the relevant amended addresses). Nothing in this Clause shall prevent any notice

傭船運送人代表傭船運送人接收通知及通信的電子郵件地址：

傭船人代表傭船人接收通知及通信的電子郵件地址：

任何一方均有權更改及/或透過向上述電子郵件地址的另一方發送更改通知以增加上述電子郵件地址(或如先前通過通知進行修改，則為相關修改後的電子郵件地址)。本條款中的



and communication in relation to any arbitration proceedings in connection with this contract being served by other effective means.

任何規定均不妨礙透過其他有效方式送達與本契約有關的任何仲裁程序之任何通知及通信。

### 38. Original Charter Party

Upon demand, each party shall promptly provide to the other a duly executed original of this Charter Party with each page initialled by the signatory(ies) thereto.

### 38. 傭船契約正本

一經要求，任一方應立即向另一方提供一份正式簽署的本傭船契約正本，每一頁均應簽字人小簽。