



# 論時租船契約 紐約商品交易所格式

紐約商品交易所認可

(1913.11.6 制定，1921.10.20、1931.8.6、1946.10.3 修訂)

## **TIME CHARTER New York Produce Exchange Form**

Approved by the New York Produce Exchange

(November 6th, 1913—Amended October 20th, 1921; August 6th, 1931; October 3rd, 1946)

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## **NYPE 1946**



## New York Produce Exchange Form

November 6th, 1913 – Amended October 20th, 1921; August 6th, 1981; October 3rd, 1946

### 紐約商品交易所格式

(1913.11.6 制定，1921.10.20、1931.8.6、1946.10.3 修訂)

**This Charter Party**, made and concluded in \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ 本租船契約於 19\_\_\_\_ 年\_\_\_\_ 月\_\_\_\_ 日  
Between \_\_\_\_\_ 由\_\_\_\_ 型的良好蒸汽船/內燃機船\_\_\_\_\_  
Owners of the good \_\_\_\_\_ Steamship/Motorship 號的所有人\_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_ 與\_\_\_\_ 市的承租人\_\_\_\_ 簽訂。  
of \_\_\_\_\_ tons gross register, and \_\_\_\_\_ tons 船舶總登記噸\_\_\_\_ 淨登記噸\_\_\_\_ ，  
net register, having engines of \_\_\_\_\_ indicated horse power 輪機指示馬力\_\_\_\_ 且船體、船機及設備  
and with hull, machinery and equipment in a thoroughly efficient 均處於充分有效狀態；船舶在\_\_\_\_ 入  
state, and classed \_\_\_\_\_ at \_\_\_\_\_ of about \_\_\_\_\_ 級，船級分\_\_\_\_ ；袋裝容積大約為\_\_\_\_  
cubic feet bale capacity, and about \_\_\_\_\_ tons of 2240 lbs. \_\_\_\_\_ 立方英尺。按\_\_\_\_ 夏季乾舷高  
deadweight capacity (cargo and bunkers, including fresh water 度，船舶吃水\_\_\_\_ 英尺\_\_\_\_ 英寸時，  
and stores not exceeding one and one-half percent of ship's 載重量(貨物和燃料，包括不超載重量的  
deadweight capacity, allowing a minimum of fifty tons) on a 1.5%、但最低允許數量為 50 噸的淡水和物  
draft of \_\_\_\_\_ feet \_\_\_\_\_ inches on \_\_\_\_\_ Summer 料)約\_\_\_\_ 噸(2240 磅)，包括容量大約為\_\_\_\_  
freeboard, inclusive of permanent bunkers, \_\_\_\_\_ 噸燃油的永久性燃料；在良好天氣條  
which are of the capacity of about \_\_\_\_\_ tons of fuel, and 件下船舶滿載時能航行\_\_\_\_ 節，消耗  
capable of steaming, fully laden, under good weather conditions 優質威爾士燃煤—優質燃油—優質柴油約  
about \_\_\_\_\_ knots on a consumption of about \_\_\_\_\_ tons of \_\_\_\_\_ 噸；船舶現處於\_\_\_\_。  
best Welsh coal-best grade fuel oil-best grade Diesel oil,  
now \_\_\_\_\_ and \_\_\_\_\_ Charterers of the City of \_\_\_\_\_

**Witnesseth**, That the said Owners agree to let, and the said 茲表明，上述船舶所有人同意出租、上述  
Charterers agree to hire the said vessel, from the time of delivery, 承租人同意租用上述船舶，從船舶交付之  
for about \_\_\_\_\_ 日起，租期約\_\_\_\_ ，  
\_\_\_\_\_ within below mentioned trading limits. 並在以下所列的航行區域內使用船舶。承  
Charterers to have liberty to sublet the vessel for all or any part 租人有權在本租船契約的整個或部分租其  
of the time covered by this Charter, but Charterers remaining 內轉租船舶，但承租人仍負有履行租船契  
responsible for 17 the fulfillment of this Charter Party. 約的責任。

Vessel to be placed at the disposal of the Charterers, at \_\_\_\_\_ 船舶在\_\_\_\_ ，於承租人指定的泊位或  
in such dock or at such wharf or place (where she may safely lie, 碼頭或地點(除第 6 條另有規定外，船舶在  
always afloat, at all times of tide, except as otherwise provided in 任何潮汐情況下均能安全停靠並保持浮  
clause No. 6), as the Charterers may direct. If such dock, wharf 泊)，交給承租人使用。如無該種泊位或碼  
or place be not available time to count as provided for in clause 頭或地點，等待的時間依第 5 條規定計算。  
No. 5. Vessel on her delivery to be ready to receive cargo with 船舶在交付時須作好接受貨物的準備，貨  
clean-swept holds and tight, staunch, strong and in every way 艙須打掃乾淨，且船舶緊密，堅實、牢固，  
fitted for the service, having water ballast, winches and donkey 並在各方面適合於貨物運輸，裝備有壓載  
boiler with sufficient steam power, or if not equipped with 水艙、起貨機及具有充分蒸汽動力的輔助  
donkey boiler, then other power sufficient to run all the winches 鍋爐；如未裝備有輔助鍋爐，則具有足以  
at one and the same time (and with full complement of officers, 隨時啟動所有起貨機的其他動力(並按該  
seamen, engineers and firemen for a vessel of her tonnage), to be 船舶噸位要求配足高級船員、普通船員、  
employed, in carrying lawful merchandise, including petroleum 輪機員和生火)，用於裝運包括石油或其產  
or its products, in proper containers, excluding \_\_\_\_\_ (vessel is 品在內的，以適當方式包裝的合法貨物，  
not to be employed in the carriage of Live Stock, but Charterers 但不包括\_\_\_\_ (船舶不得用於裝運活  
are to have the privilege of shipping a small number on deck at 動物，但 運送人可以在甲板上裝運少量活  
their risk, all necessary fittings and other requirements to be for 動物，並承擔其風險及負責所有必要的設

備。並承擔其風險及負責所有必要的設

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account of Charterers), in such lawful trades, between safe port and/or ports in British North America, and/or United States of America, and/or West Indies, and/or Central America, and/or Caribbean Sea, and/or Gulf of Mexico, and/or Mexico, and/or South America \_\_\_\_\_ and/or Europe and/or Africa, and/or Asia, and/or Australia, and/or Tasmania, and/or New Zealand, but excluding Magdalena River, River St. Lawrence between October 31st and May 15th, Hudson Bay and all unsafe ports; also excluding, when out of season, White Sea, Black Sea and the Baltic,

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as the Charterers or their Agents shall direct, on the following conditions:

1. That the Owners shall provide and pay for all provisions, wages and consular shipping and discharging fees of the Crew; shall pay for the insurance of the vessel, also for all the cabin, deck, engine-room and other necessary stores, including boiler water and maintain her class and keep the vessel in a thoroughly efficient state in hull, machinery and equipment for and during the service.
2. That the Charterers shall provide and pay for all the fuel except as otherwise agreed, Port Charges, Pilotages, Agencies, Commissions, Consular Charges (except those pertaining to the Crew), and all other usual expenses except those before stated, but when the vessel puts into a port for causes for which vessel is responsible, then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew to be for Owners account. Fumigations ordered because of cargoes carried or ports visited while vessel is employed under this charter to be for Charterers account. All other fumigations to be for Charterers account after vessel has been on charter for a continuous period of six months or more. Charterers are to provide necessary dunnage and shifting boards, also any extra fittings requisite for a special trade or unusual cargo, but Owners to allow them the use of any dunnage and shifting boards already aboard vessel. Charterers to have the privilege of using shifting boards for dunnage, they making good any damage thereto.
3. That the Charterers, at the port of delivery, and the Owners, at the port of re-delivery, shall take over and pay for all fuel remaining on board the vessel at the current prices in the respective ports, the vessel to be delivered with not less than \_\_\_\_\_ tons and not more than \_\_\_\_\_ tons and to be re-delivered with not less than \_\_\_\_\_ tons and not more than \_\_\_\_\_ tons.

備及其他必需品), 在英屬北美洲、和/或美國、和/或西印度群島、和/或中美洲、和/或加勒比海、和/或墨西哥灣、和/或墨西哥、和/或南美洲、和/或歐洲、和/或非洲、和/或亞洲、和/或澳大利亞、和/或塔斯馬尼亞、和/或紐西蘭的安全港口之間, 但不包括馬格德林河、10月31日至次年5月15日期間的聖羅倫斯河、哈德遜灣以及所有不安全港口, 也不包括不當季節時的白海、黑海和波羅的海,

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\_\_\_\_\_

依據運送人或其代理人的指示, 按下列條件, 從事合法貿易。

1. 船舶所有人應提供並支付船員的全部伙食、工資, 以及上船及離船的領事費, 支付船舶保險費, 並提供所有艙室、甲板、機艙和其他必要的物料, 包括鍋爐用淡水; 維持船級並使船體、船機和設備在租期內處於充分有效狀態。
2. 承租人應提供並支付所有燃油(另有約定者除外)、港口費用、引水費、代理費、佣金, 領事費(有關船員的領事費除外), 以及前述費用以外的所需的其他通常費用。但船舶因其本身應負責的原因而進港時, 則所發生的所有費用由船舶所有人支付。船舶因船員生病而被命令進行薰艙, 由船舶所有人負擔費用。如由於船舶依本租船契約進行營運期間所裝運的貨物或所掛靠港口的原因, 船舶被命令進行薰艙, 由承租人負擔費用。船舶連續被租用超過 6 個月後, 所有其他薰艙由承租人負擔費用。  
承租人應提供必要的墊艙物料及防移板, 以及所有為特殊運輸或特殊貨物所需的任何額外設備, 但船舶所有人應允許承租人使用船上已有的任何墊艙物料及防移板。承租人可以用防移板作墊艙物料, 但應賠償此種防移板的任何損壞。
3. 承租人在交船港, 船舶所有人在還船港, 應接受船上所存的所有燃油, 並按各自港口當時的價格支付。交船時船上所存燃油不少於\_\_\_\_\_噸且不多於\_\_\_\_\_噸, 還船時船上所存燃油不少於\_\_\_\_\_噸且不多於\_\_\_\_\_噸。



4. That the Charterers shall pay for the use and hire of the said Vessel at the rate of \_\_\_\_\_ United States Currency per ton on vessel's total deadweight carrying capacity, including bunkers and stores, on \_\_\_\_\_ summer freeboard, per Calendar Month, commencing on and from the day of her delivery, as aforesaid, and at and after the same rate for any part of a month; hire to continue until the hour of the day of her re-delivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless lost) at \_\_\_\_\_ unless otherwise mutually agreed. Charterers are to give Owners not less than \_\_\_\_\_ days notice of vessels expected date of re-delivery, and probable port.
4. 承租人應按 \_\_\_\_\_ 夏季乾舷時的船舶總載重量，包括燃料及物料，從船舶依前述規定交付之日起，以每噸第日曆月 \_\_\_\_\_ 美元的費率，向船舶所有人支付租金；對於一個月中的任何部分時間，以同一費率支付。租金應付至船舶從交船時的同樣良好狀態(正常耗損除外)，除雙方另有協議外，在 \_\_\_\_\_ 還給船舶所有人(除非已滅失)時為止。承租人應給予船舶所有人不少於 \_\_\_\_\_ 天的預計還船時間及可能地點的通知。
5. Payment of said hire to be made in New York in cash in United States Currency, semi-monthly in advance, and for the last half month or part of same the approximate amount of hire, and should same not cover the actual time, hire is to be paid for the balance day by day, as it becomes due, if so required by Owners, unless bank guarantee or deposit is made by the Charterers, otherwise failing the punctual and regular payment of the hire, or bank guarantee, or on any breach of this Charter Party, the Owners shall be at liberty to withdraw the vessel from the service of the Charterers, without prejudice to any claim they (the Owners) may otherwise have on the Charterers. Time to count from 7 a.m. on the working day 63 following that on which written notice of readiness has been given to Charterers or their Agents before 4 p.m., but if required by Charterers, they to have the privilege of using vessel at once, such time used to count as hire. Cash for vessel's ordinary disbursements at any port may be advanced as required by the Captain, by the Charterers or their Agents, subject to 2 ½% commission and such advances shall be deducted from the hire. The Charterers, however, shall in no way be responsible for the application of such advances.
5. 上述租金應在紐約以美元現金支付，且每半月預付一次。對於最後半月或其中部分時間，應支付估計的租金數額，並當其不足以支付實際租用時間的租金時，如經船舶所有人要求，差額租金應按時每天支付，除非承租人已提供銀行擔保或保證金。否則承租人未能按時支付租金，或提供銀行擔保，或違反本租船契約的任何規定，船舶所有人有權將船舶從承租人營運中撤回，而不影響其(船舶所有人)可能擁有的向承租人求償的任何權利。租期從船舶準備完成書面通知於下午 4 點前遞交承租人或其代理人之日的下一工作日上午 7 點起算。但如承租人要求，承租人有權立即使用船舶，這些所使用的時間計入租期。如經船長要求，承租人或其代理人在任何港口應現金墊付船舶的日常費用，收取 2.5% 的手續費。該種墊款從租金中扣除。但是承租人對該種墊款的使用不負責任。
6. That the cargo or cargoes be laden and/or discharged in any dock or at any wharf or place that Charterers or their Agents may direct, provided the vessel can safely lie always afloat at any time of tide, except at such places where it is customary for similar size vessels to safely lie aground.
6. 貨物在承租人或其代理人指定的任何泊位或碼頭或地點裝船或卸船，但以船舶能在任何潮汐情況下安全停靠並保持浮泊為條件，除非在該種地點類似尺度的船舶通常安全擱淺。
7. That the whole reach of the Vessel's Hold, Decks, and usual places of loading (not more than she can reasonably stow and carry), also accommodations for Supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for Ship's officers, crew, tackle, apparel, furniture, provisions, stores and fuel. Charterers have the privilege of passengers as far as accommodations allow, Charterers paying Owners \_\_\_\_\_ per day per passenger for accommodations and meals. However, it is agreed that in case any fines or extra expenses are incurred in the consequences of the carriage of passengers, Charterers are to bear such risk and
7. 船舶的所有貨艙、甲板及通常裝貨地點(不超過其能合理積載及裝運的範圍)以及押運人員(如有的話)艙室的全部容積，除僅保留適當及足夠艙室供船舶高級船員、普通船員使用，以及存放船具、屬具、傢俱、食品、物料及燃油外，均歸承租人使用。承租人有權在居住艙室允許範圍內運輸旅客，但承租人應向船舶所有人每天每旅客支付 \_\_\_\_\_ 的艙室居住及伙食費用。但如因運輸旅客而發生的任何罰款或額外費用，約定均由承租



expense.

8. That the Captain shall prosecute his voyages with the utmost despatch, and shall render all customary assistance with ship's crew and boats. The Captain (although appointed by the Owners), shall be under the orders and directions of the Charterers as regards employment and agency; and Charterers are to load, stow, and trim the cargo at their expense under the supervision of the Captain, who is to sign Bills of Lading for cargo as presented, in conformity with Mate's or Tally Clerk's receipts.
  9. That if the Charterers shall have reason to be dissatisfied with the conduct of the Captain, Officers, or Engineers, the Owners shall on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.
  10. That the Charterers shall have permission to appoint a Supercargo, who shall accompany the vessel and see that voyages are prosecuted with the utmost despatch. He is to be furnished with free accommodation, and same fare as provided for Captain's table, Charterers paying at the rate of \$1.00 per day. Owners to victual Pilots and Customs Officers, and also, when authorized by Charterers or their Agents, to victual Tally Clerks, Stevedore's Foreman, etc., Charterers paying at the current rate per meal, for all such victualling.
  11. That the Charterers shall furnish the Captain from time to time with all requisite instructions and sailing directions, in writing, and the Captain shall keep a full and correct Log of the voyage or voyages, which are to be patent to the Charterers or their Agents, and furnish the Charterers, their Agents or Supercargo, when required, with a true copy of daily Logs, showing the course of the vessel and distance run and the consumption of fuel.
  12. That the Captain shall use diligence in caring for the ventilation of the cargo.
  13. That the Charterers shall have the option of continuing this charter for a further period of \_\_\_\_\_ on giving written notice thereof to the Owners or their Agents \_\_\_\_\_ days previous to the expiration of the first-named term, or any declared option.
  14. That if required by Charterers, time not to commence before \_\_\_\_\_ and should vessel not have given written notice of readiness on or before \_\_\_\_\_ but not later than 4 p.m. Charterers or their Agents to have the option of cancelling this Charter at any time not later than the day of vessel's readiness.
  15. That in the event of the loss of time from deficiency of men or stores, fire, breakdown or damages to hull, machinery or
- 人承擔此種風險及費用。
8. 船長應使船舶在航次中盡快速航，並會同船員及使用小艇而提供習慣性協助。船長(雖為船舶所有人所任命)在有關船舶營運與代理方面應服從承租人的指示及命令。承租人在船舶營運與代理方面應服從承租人的指示及命令。承租人在船長監督下裝載，積載貨物及平艙，並承擔費用。船長應按大副及理貨員的收據簽發任何遞交其簽署的載貨證券。
  9. 如承租人有理由對船長、高級船員或輪機員的行為表示不滿，船舶所有人在收到意見書後，應調查事實，並在必要時予以更換。
  10. 承租人指派一名押運人員隨船觀察航次是否盡快速航。船舶應向押運人員提供免費居住的艙室，以及與船長相同標準的伙食，承租人按每天一美元支付費用，船舶所有人應供應引水人及海關官員的伙食，並如經承租人或其代理人授權，供應理貨員、碼頭工人工頭等的伙食，承租人按當時伙食價格支付所有這些人員的伙食費用。
  11. 承租人應隨時向船長書面提供所有必要的指示及航行指令；船長應在航海日誌上完整及正確記錄航次情況供承租人或其代理人查閱，並如經要求，向承租人、代理人或押運人員提供航海日誌的真實副本，以表明船舶航向及航行里程，以及燃油的消耗情況。
  12. 船長應謹慎注意貨物通風。
  13. 承租人可選擇將本租船契約延長\_\_\_\_\_的時間，但應在最初規定的租期或任何經選擇延長的租期屆滿前\_\_\_\_\_天書面通知船舶所有人或其代理人。
  14. 如經承租人要求，在\_\_\_\_\_之前不計算租期；如船舶未在\_\_\_\_\_之時或之前(但不晚於下午 4 點)遞交書面準備完成通知書，承租人或其代理人可在船舶準備完成前的任何時候，選擇解除本租船契約。
  15. 如因船員或物料不足，船舶發生火災，船體、船機或設備故障或損壞，船舶機



equipment, grounding, detention by average accidents to ship or cargo, drydocking for the purpose of examination or painting bottom, or by any other cause preventing the full working of the vessel, the payment of hire shall cease for the time thereby lost; and if upon the voyage the speed be reduced by defect in or breakdown of any part of her hull, machinery or equipment, the time so lost, and the cost of any extra fuel consumed in consequence thereof, and all extra expenses shall be deducted from the hire.

16. That should the Vessel be lost, money paid in advance and not earned (reckoning from the date of loss or being last heard of) shall be returned to the Charterers at once. The act of God, enemies, fire, restraint of Princes, Rulers and People, and all dangers and accidents of the Seas, Rivers, Machinery, Boilers and Steam Navigation, and errors of Navigation throughout this Charter Party, always mutually excepted.

The vessel shall have the liberty to sail with or without pilots, to tow and to be towed, to assist vessels in distress, and to deviate for the purpose of saving life and property.

17. That should any dispute arise between Owners and the Charterers, 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 the purpose of enforcing any award, this agreement may be made a rule of the Court. The Arbitrators shall be commercial men.

18. That the Owners shall have a lien upon all cargoes, and all sub-freights for any amounts due under this Charter, including General Average contributions, and the Charterers to have a lien on the Ship for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once. Charterers will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of the owners in the vessel.

19. That all derelicts and salvage shall be for Owners' and Charterers' equal benefit after deducting Owners' and Charterers' expenses and Crew's proportion. General Average shall be adjusted, stated and settled, according to Rules 1 to 15, inclusive, 17 to 22, inclusive, and Rule F of York-Antwerp Rules 1924, at such port or place in the United States as may be selected by the carrier, and as to matters not provided for by these Rules, according to the laws and usages at the port of New York. In such adjustment disbursements in foreign currencies shall be exchanged into United States money at the rate prevailing on the dates made and allowances for damage to cargo claimed in foreign currency shall be converted at the rate prevailing on the last day of discharge at the port or place of final discharge of such damaged cargo from the ship.

淺，因船舶或貨物發生海損事故而延誤，船舶為檢驗或油漆船底而進塢，或由於任何其他原因阻礙船舶的充分工作，對因此所損失的時間停付租金；

如船舶在航行時，由於船體、船機或設備任何部分的缺陷或故障而使船速下降，因此損失的時間，以及任何因此額外消耗的燃料及任何額外費用，均應從租金中扣減。

16. 如船舶滅失，則預付但未取得的款項(從船舶滅失或最後一次報告之日起算)，應立即退還給承租人。天災、敵人、火災、君主、統治者或人們的扣押，以及海上、內河、船機、鍋爐及蒸汽動力的所有危險及事故，以及本租船契約租期內的航行錯誤，雙方均免責。

船舶得拖或被拖以協助任何受難船舶，無論有引水人在船航行，並為救助人命及財產之目的而偏離航程。

17. 如船舶所有人與承租人之間發生爭議，爭議事宜應提交紐約三名仲裁人仲裁，其中當事方各指定一名仲裁人，第三名仲裁人由當事方指定的兩名仲裁人指定。他們或其中兩人所作裁決是終局的。為執行裁決，依本協議當事方可申請法院作出裁定。仲裁人應為商人。

18. 船舶所有人得因任何依據本租船契約應得款項，包括共同海損分攤，而對所有貨物及所有次運費行使留置權；承租人得因所有預付但未得的款項，以及任何超額支付的租金或本應立即退還的多餘保證金而對船舶行使留置權。承租人不應造成由其或其代理人所引起、可能對船舶所有人在船舶中的物權及利益具有優先權的任何留置權或擔保物權，也不應允許繼續造成此種權利。

19. 所有無主物及救助報酬，在扣除船舶所有人及承租人所花費用及船員應得份額後，由船舶所有人及承租人平均分享，共同海損應在運送人在美國選擇的港口或地點，依 1974 年約克安特衛普規則之規則 1 至規則 5、規則 17 至規則 22，以及規則 F 進行理算、說明及解決。上述規則未規定的事宜，應按紐約港的法律及習慣處理。於該種理算中，用外國貨幣計算的費用，應按支出之日的兌換率折算成美元；用外國貨幣求償的貨物損失的費用，應按這些受損貨物在卸貨最後一日從船上最後卸下的港口或地點的兌換率折合計算。海損協議或保證書，



Average agreement or bond and such additional security, as may be required by the carrier, must be furnished before delivery of the goods. Such cash deposit as the carrier or his agents may deem sufficient as additional security for the contribution of the goods and for any salvage and special charges thereon, shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery. Such deposit shall, at the option of the carrier, be payable in United States money and be remitted to the adjuster. When so remitted the deposit shall be held in a special account at the place of adjustment in the name of the adjuster pending settlement of the General Average and refunds or credit balances, if any, shall be paid in United States money.

In the event of accident, danger, damage, or disaster, before or after commencement of the voyage resulting from any cause whatsoever whether due to negligence or not, for which, or for the consequence of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, the shipper and the consignee, jointly and severally, shall contribute with the carrier 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 goods. If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully and in the same manner as if such salving ship or ships belonged to strangers.

Provisions as to General Average in accordance with the above are to be included in all bills of lading issued hereunder.

20. Fuel used by the vessel while off hire, also for cooking, condensing water, or for grates and stoves to be agreed to as to quantity, and the cost of replacing same, to be allowed by Owners.
21. That as the vessel may be from time to time employed in tropical waters during the term of this Charter, Vessel is to be docked at a convenient place, bottom cleaned and painted whenever Charterers and Captain think necessary, at least once in every six months, reckoning from time of last painting, and payment of the hire to be suspended until she is again in proper state for the service.

22. Owners shall maintain the gear of the ship as fitted, providing gear (for all derricks) capable of handling lifts up to three tons, also providing ropes, falls, slings and blocks. If vessel is fitted with derricks capable of handling heavier lifts, Owners are to provide necessary gear for same, otherwise equipment and gear for heavier lifts shall be for Charterers' account. Owners also to provide on the vessel lanterns and oil for night work, and vessel to give use of electric light when so

以及 運送人要求的附帶擔保，應在提貨之前提供。運送人或其代理人認為足額的現金保證金，作為貨物分攤共同海損及支付救助報酬以及特別費用的附帶擔保，如經要求，應由貨物、託運人、受貨人或貨主在提貨前向船舶所有人提供。此種保證金應按 運送人的選擇，以美元支付並匯給理算人。因此所匯的保證金應在理算地點，以進行共同海損理算的理算師的名義存入特別帳戶。如有退款或餘款，應以美元支付。

船舶在開航前或開航後，由於任何原因，不論是否因疏忽所致，發生事故、危險、損害或災難，而運送人依據法規、契約或其他規定對此或其後果不負責任，則貨物、託運人及受貨人應連帶地同運送人在共同海損中分攤因此所產生或引起的具有共同海損性質的任何犧牲，滅失或費用，並應支付有關貨物的救助報酬和特別費用。如救助船為運送人所擁有或經營，救助報酬應如同此救助船屬於他人一樣，以相當方式金額支付。

上述有關共同海損的規定應訂入依據本租船契約簽發的所有載貨證券。

20. 船舶在停租期間，或因膳食、冷卻水，或因火爐而使用的燃油，其數量由雙方約定。替換此種燃油的費用，由船舶所有人承租。
21. 由於船舶在租期內隨時可航行於熱帶水域，在承租人及船長認為必要的任何時候，船舶應在方便地點進塢，消除及油漆船底，並至少從上次油漆提起算，每六個月進行一次。租金應停止支付，直至船舶重新處於適當的可供營運的狀態。

22. 船舶所有人應維持船舶起貨設備處於適當狀態，提供起重能力達三噸的供所有吊杆的起貨設備，並提供繩索、滑車吊纜、吊貨網及滑輪。如船舶裝備有能起吊重貨的吊桿，船舶所有人應提供其必需的起貨設備；如無此種吊桿，重貨所需的起吊裝置及設備的費用，由承租人負擔。船舶所有人另應提供船上照明及晚間工作用



fitted, but any additional lights over those on board to be at Charterers' expense. The Charterers to have the use of any gear on board the vessel.

23. Vessel to work night and day, if required by Charterers, and all winches to be at Charterers' disposal during loading and discharging; steamer to provide one winchman per hatch to work winches day and night, as required, Charterers agreeing to pay officers, engineers, winchmen, deck hands and donkeymen for overtime work done in accordance with the working hours and rates stated in the ship's articles. If the rules of the port, or labor unions, prevent crew from driving winches, shore Winchmen to be paid by Charterers. In the event of a disabled winch or winches, or insufficient power to operate winches, Owners to pay for shore engine, or engines, in lieu thereof, if required, and pay any loss of time occasioned thereby.

24. It is also mutually agreed that this Charter is subject to all the terms and provisions of and all the exemptions from liability contained in the Act of Congress of the United States approved on the 13th day of February, 1893, and entitled "An Act relating to Navigation of Vessels, etc.," in respect of all cargo shipped under this charter to or from the United States of America. It is further subject to the following clauses, both of which are to be included in all bills of lading issued hereunder:

#### U. S. A. Clause Paramount

This bill of lading shall have effect subject to the provisions of the Carriage of Goods by Sea Act of the United States, approved April 16, 1936, which shall be deemed to be incorporated herein, and nothing herein contained shall be deemed a surrender by the carrier of any of its rights or immunities or an increase of any of its responsibilities or liabilities under said Act. If any term of this bill of lading be repugnant to said Act to any extent, such term shall be void to that extent, but no further.

#### Both-to-Blame Collision Clause

If the ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default of the Master, mariner, pilot or the servants of the Carrier in the navigation or in the management of the ship, the owners of the goods carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying ship 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 goods, paid or payable by the other or non-carrying ship or her owners to the owners of said goods and set off, recouped or recovered by the other or non-carrying ship or her owners as part of their claim against the carrying ship or carrier.

油。船舶應允許使用已裝備的電燈，但除船上已有的照明外的附加照明，由承租人負擔費用。承租人可使用船上的任何起貨設備。

23. 如經承租人要求，船舶應晝夜工作。在裝卸貨物期間，所有起貨機均歸承租人使用，船舶應每艙安排一名起貨機司機，依承租人要求，晝夜操縱起貨機。承租人同意對高級船員、輪機員、起貨機司機、甲板人員及生火的加班，按所工作的小時數，以僱傭契約規定的費率支付加班費。如港口或勞工組織的規章禁止船員操縱起貨機，則岸上起貨機司機的費用，由承租人負擔。如起貨機不夠使用，或無足夠動力使起貨機運轉，船舶所有人應支付按要求的岸上替代機器的費用，並承擔因此造成的時間損失。

24. 當事雙方一致約定，當依據本租船契約貨物裝運至美國或從美國運出時，本租船契約受 1893 年 2 月 13 日美國國會通過的法案，即『有關船舶航行等的法案』所有條款及規定以及所有免責事項的約束。本租船契約同時受下列條款的約束，並應將其訂入依據本租船契約所簽發的所有載貨證券。

#### 美國至上條款

本載貨證券應受 1936 年 4 月 16 日通過的美國海上貨物運輸法案中的規定的約束。該法案應視為併入本載貨證券，且本載貨證券中的任何規定均不應視為運送人放棄其依據該法案所享有的任何權利或豁免，或增加其根據該法案所承擔的任何義務或責任。如本載貨證券中的任何條款與該法案相抵觸，則該種條款無效，但以所抵觸的為限。

#### 雙方過失碰撞條款

如船舶由於他船疏忽以及本船船長、船員、引水員或運送人的受雇人在駕駛或管理船舶中的行為、疏忽或不履行職責而與他船碰撞，則依據本載貨證券承運的貨物的所有人應補償運送人的一切損失或對他船亦即非載貨船舶或其所有人的賠償責任，此種損失或賠償責任是指已由或應由他船亦即非載貨船舶或其所有人付給上述貨物的所有人其貨物的損失或損壞或其提出的任何索賠，且已由他船亦即非載貨船舶作為其向載貨船舶或運送人提出的求償的一部分，將其抵銷、扣除或追回。





25. The vessel shall not be required to enter any ice-bound port, or any port where lights or light-ships have been or are about to be withdrawn by reason of ice, or where there is risk that in the ordinary course of things the vessel will not be able on account of ice to safely enter the port or to get out after having completed loading or discharging.
25. 船舶不應被要求進入任何冰封的港口或由於冰凍原因，燈標或燈船已經或將被撤除的任何港口，或依據通常事態發展，由於冰凍原因，船舶具有不能安全進港或在裝貨或卸貨結束後不能安全駛離風險的任何港口。
26. Nothing herein stated is to be construed as a demise of the vessel to the Time Charterers. The owners to remain responsible for the navigation of the vessel, insurance, crew, and all other matters, same as when trading for their own account.
26. 本契約中的任何規定，均不應解釋為船舶光船租賃給定期承租人。如同船舶為自己營運人一樣，船舶所有人仍對船舶的航行、保險、船員，以及所有其他事宜負責。
27. A commission of 2½ per cent is payable by the Vessel and Owners to \_\_\_\_\_ on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.
27. 本船及所有人應按依本租船契約所獲取並已支付的租金，以及依據本租船契約的任何繼續或延長情況，支付 2.5% 的佣金。
28. An address commission of 2½ per cent payable to \_\_\_\_\_ on the hire earned and paid under this Charter.
28. 依本租船契約獲取並已支付的租金的 2.5%，應向 \_\_\_\_\_ 支付過手佣金。經 \_\_\_\_\_ 的電報授權。

By cable authority from  
The original Charter Party in our possession.  
As \_\_\_\_\_ For Owners

\_\_\_\_\_ 代表船舶所有人  
正本租船契約由我們持有。

經紀人：

BROKERS.