

# 論時租船契約 紐約商品交易所格式

美國船舶經紀人與代理人協會發行

(1913.11.6 制定，1921.10.20、1931.8.6、1946.10.3、1981.6.12 及 1993.9.14 修訂)

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

**Issued by the Association of Ship Brokers and Agents (U.S.A.), Inc.**

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## **NYPE 1993**

# New York Produce Exchange Form

November 6th, 1913 – Amended October 20th, 1921; August 6th, 1981; October 3rd, 1948; June 12th, 1981; September 14<sup>th</sup> 1993.

## 紐約商品交易所格式

(1913.11.6 制定，1921.10.20、1931.8.6、1946.10.3、1981.6.12 及 1993.9.14 修訂)

THIS CHARTER PARTY, made and concluded in ..... 本租船契約於  
this.....day of.....19..... 年-----月-----日由-----輪之  
Between..... 船舶所有人-----與  
Owners of the Vessel described below, and ..... 承租人-----簽訂。  
Charterers.....

### Description of Vessel

Name ..... Flag ..... Built..... (year).....  
Port and number of Registry .....  
Classed.....in.....  
Deadweight.....long/metric' tons (cargo and bunkers,  
including freshwater and stores not exceeding ..... long  
/metric' tons) on a salt water draft of ..... on summer  
freeboard.  
Capacity ..... cubic feet grain.....cubic feet bale  
space.  
Tonnage..... GT/GRT.  
Speed about ..... knots, fully laden, in good weather  
conditions up to and including maximum  
Force .....on the Beaufort wind scale, on a consumption of  
about ..... long/metric' tons of.....

*' Delete as appropriate,  
For further description see Appendix "A " (if applicable)*

### 船舶說明

船名-----船旗-----於-----年建造  
登記港-----登記號-----  
船舶於-----入級，船級為-----  
載重量(貨物及燃料，包括不超過  
-----長噸\*/公噸\*的淡水及物料)為  
-----長噸\*/公噸\*；夏季水線高度，  
船舶海水吃水為-----，  
散裝容積為-----立方英尺；包裝容  
積為-----立方英尺；  
船舶噸位為-----總噸/總登記噸；  
在良好天氣條件下，風力達到包括最大  
風力蒲福-----級，船舶滿載航行時船  
速大約-----節，消耗大約-----長噸  
\*/公噸\*的----- (燃油)。

\*適當時予以刪除，  
其他說明見附錄 A (如有)

### 1. Duration

The Owners agree to let and the Charterers agree to hire the Vessel  
from the time of delivery for a period of..... within  
below mentioned trading limits.

### 2. Delivery

The Vessel shall be placed at the disposal of the Charterers  
at ....., The Vessel on her delivery shall be ready to  
receive cargo with clean-swept holds and tight, staunch, strong and  
in every way fitted for ordinary cargo service, having water ballast  
and with sufficient power to operate all cargo-handling gear  
simultaneously.  
The Owners shall give the Charterers not less than .....days  
notice of expected date of delivery.

### 3. On-Off Hire Survey

Prior to delivery and redelivery the parties shall, unless otherwise

### 1. 租期

船舶所有人同意出租且承租人同意承租  
上述船舶，自交船時起算，於下列航行  
區域內使用船舶，租期為-----。

### 2. 交船

船舶應於----- (地點)置於承租人控管  
之下。於交船時，船舶應完成接受貨物  
之準備，貨艙應須打掃乾淨、船體密實、  
堅實及牢固，各方面適於一般貨物之運  
輸。船舶應備有壓載水艙，同時具有操  
作所有貨物裝卸設施之足夠動力。  
船舶所有人應於-----天前向承租人遞  
交預計交付船舶日期之通知。

### 3. 交船/還船公證

除另有約定外，於交船及還船前，雙方

agreed, each appoint surveyors, for their respective accounts, who shall not later than at first loading port/last discharging port respectively, conduct Joint On-hire/off-hire surveys, for the purpose of ascertaining Quantity of bunkers on board and the condition of the Vessel. A single report shall be prepared on each occasion and signed by each surveyor, without prejudice to his right to file a separate report setting forth items upon which the surveyors cannot agree. If either party fails to have a representative attend the surveys and sign the Joint survey report, such party shall nevertheless be bound for all purposes by the findings in any report prepared by the other party. On-hire survey shall be on Charterers' time and off-hire survey on Owners' time.

應自費指定各自公證人，分別於船舶抵達最初裝貨港及最後卸貨港前進行交船/還船聯合公證，以確定船上所存燃油量及船舶狀態。每次檢驗後應製作一份聯合公證報告，並由各公證人簽字，該報告並不妨礙公證人提交一份其上列有其不同意見事項之獨立報告之權利。如一方當事人未能派代表參加公證，且未於聯合公證報告上簽字，該當事人應受另一方所作出之任何報告之調查結果拘束。交船公證由承租人承擔時間損失，還船公證由船舶所有人承擔時間損失。

#### 4. Dangerous Cargo/Cargo Exclusions

- (a) The Vessel shall be employed in carrying lawful merchandise excluding any goods of a dangerous, injurious, flammable or corrosive nature unless carried in accordance with the requirements or recommendations of the competent authorities of the country of the Vessel's registry and of ports of shipment and discharge and of any intermediate countries or ports through whose waters the Vessel must pass, Without prejudice to the generality of the foregoing, in addition the following are specifically excluded: livestock of any description, arms, ammunition, explosives, nuclear and radioactive materials,.....
- (b) If IMO-classified cargo is agreed to be carried, the amount of such cargo shall be limited to.....tone and the Charterers shall provide the Master with any evidence he may reasonably require to show that the cargo is packaged, labelled, loaded and stowed in accordance with IMO regulations, failing which the Master is entitled to refuse such cargo or, if already loaded, to unload it at the Charterers' risk and expense.

#### 4. 危險貨物/除外貨物

- (a) 船舶應用於運輸合法貨物，不包括任何具危險性、傷害性、易燃性或腐蝕性之貨物，然依據船舶登記國、裝貨港、卸貨港及船舶必經水域之港口或國家之主管機關之要求或指示運輸者除外。此外，於不影響上述一般原則之情況下，下列貨物應特別除外：任何品名之牲畜、武器、彈藥、爆炸品、核子物質及放射性物質、-----。
- (b) 如協議運輸國際海事組織類級之貨物，該貨物數量不應超過-----噸，承租人應向船長提供其可能合理要求顯示貨物已依據國際海事組織規定進行包裝、上標籤、裝船及堆存之任何證據，否則船長有權拒絕該貨物，或如貨物已裝船，船長有權將貨物卸下，並由承租人承擔風險及費用。

#### 5. Trading Limits

The Vessel shall be employed in such lawful trade between safe ports and safe places within.....excluding.....as the Charterers shall direct.

#### 5. 航行區域

船舶應於-----範圍內之安全港口及安全地點之間(但不包括-----)，依據承租人指示，從事合法貿易。

#### 6. Owners to Provide

The Owners shall provide and pay for the Insurance of the Vessel, except as otherwise provided, and for all provisions, cabin, deck, engine-room and other necessary stores, including boiler water; shall pay for wages, consular shipping and discharging fees of the crew and charges for port services pertaining to the crew; shall maintain the Vessel's class and keep her in a thoroughly efficient state in hull, machinery and equipment for and during the service, and have a full complement of officers and crew.

#### 6. 船舶所有人應提供之事項

除另有約定外，船舶所有人應負責並支付船舶保險費、全部物料供應、艙房、甲板、機艙及其他必要之物料，包括鍋爐用淡水；並支付船員薪津、上船及離船之領事簽證費、及有關船員之港口服務費；維持船級並使船體、機器及設備於租期內處於充分有效狀態、配備足夠及適任的船副及船員。

#### 7. Charterers to Provide

#### 7. 承租人應提供之事項

The Charterers, while the Vessel is on hire, shall provide an) pay for all the bunkers except as otherwise agreed; shall pay for port charges (including compulsory watchmen and cargo watchmen and compulsory garbage disposal), all communication expenses pertaining to the Charterers' business at cost, pilotages, towages, agencies, commissions, consular charges (except those pertaining to individual crew members or flag of the Vessel), and all other usual expenses except those stated in Clause 6, but when the Vessel puts into a port for causes for which the Vessel is responsible (other than by stress of weather), then all such charges incurred shall be paid by the Owners. Fumigations ordered because of illness of the crew shall be for the Owners' account. Fumigations ordered because of cargoes carried or ports visited while the Vessel is employed under this Charter Party shall be for the Charterers' account. All other fumigations shall be for the Charterers' account after the Vessel has been on charter for a continuous period of six months or more.

The Charterers shall provide and pay for necessary dunnage and also any extra fittings requisite for a special trade or unusual cargo, but the Owners shall allow totem the use of any dunnage already aboard the Vessel. Prior to redelivery the Charterers shall remove their dunnage and fittings at their cost and in their time.

## 8. Performance of Voyages

- (a) The Master shall perform the voyages with due despatch, and shall render all customary assistance with the Vessel's crew, The Master shall be conversant with the English language and (although appointed by the Owners) shall be under the orders and directions of the Charterers as regards employment and agency; and the Charterers shall perform a)I cargo handling, including but not limited to loading, stowing, trimming, lashing, securing, dunnaging, unlashng, discharging, and tallyng, at their risk and expense, under the supervision of the Master.
- (b) If the Charterers shall have reasonable cause to be dissatisfied with the conduct of the Master or officers, the Owners shall, on receiving particulars of the complaint, investigate the same, and, if necessary, make a change in the appointments.

## 9. Bunkers

- (a) The Charterers on delivery, and the Owners on redelivery, shall take over and pay for all fuel and diesel oil remaining on board the Vessel as hereunder. The Vessel shall be delivered with: ..... long'/metric' tons of fuel oil at the price of ..... per ton;.....tone of diesel oil at the price of ..... per ton. The vessel shall be redelivered with: ..... tone of fuel oil at the price of,.....Per ton; ..... tone of diesel oil at the price of ..... per ton.

*' Same tons apply throughout this clause*

- (b) The Charterers shall supply bunkers of a quality suitable for burning in the Vessel's engines and auxiliaries and which conform to the specification(s) as set out in Appendix A. The Owners reserve their right to make a claim against the Charterers for any damage to the main engines or the

除另有約定外，於租期內，承租人應提供並支付所有燃油、港口規費(包括強制看守人、貨物看守人及強制垃圾處理費)，與承租人之營運有關之所有通訊費用、引水費、拖帶費、代理費、佣金、領事費(有關船員或船旗之領事費除外)，及第6條所述費用以外之所有其他通常費用，然船舶因其本身應負責之原因(並非因惡劣天氣)而進港時，所產生之所有費用由船舶所有人負擔。船舶因船員生病而被要求燻艙時，由船舶所有人負擔費用。因船舶依本租船契約進行營運期間所裝運之貨物或所停靠之港口原因，船舶被要求燻艙時，由承租人負擔費用。

承租人應提供並支付必要的墊艙物料，及特殊運輸或特殊貨物所需之任何額外設備，然船舶所有人應允許承租人使用船上已備有之任何墊艙物料。於還船前，承租人應自費及時間將其提供之墊艙物料及設備移除。

## 8. 航程履約

- (a) 船長應使船舶於航程履約時盡量速航，並與船員提供習慣性協助。船長應精通英語，且(既使其由船舶所有人任命)於有關船舶使用及代理方面應服從承租人之指示及命令；承租人於船長之監督下，應自負風險及費用，負責全部貨物之操作，包括但不限於裝載、堆放、平艙、繫綁、加固、墊艙、解繩、卸載及理貨。
- (b) 如承租人具合理原因不滿船長或船副之行為時，船舶所有人於收到該抱怨反映時，應調查事實，如有必要，予以更換。

## 9. 燃油

- (a) 承租人於交船時，船舶所有人於還船時，應接受並支付下述船上所剩餘之所有燃油及柴油。交船時船上所存燃油為-----長噸\*/公噸\*，油價為-----/每噸；柴油為-----噸，油價為-----/每噸。還船時船上所存燃油為-----噸，油價為-----/噸；柴油為-----噸，油價為-----/每噸。

\*本條使用相同的計算噸位。

- (b) 承租人應提供品質適合發動船舶主機及輔機之燃油，並符合附件 A 所列的性質規定。因承租人使用不適當燃油或不符合約定之燃油造成船舶主機及輔機任

auxiliaries caused by the use of unsuitable fuels or fuels not complying with the agreed specification(s). Additionally, if bunker fuels supplied do not conform with the mutually agreed specification(s) or otherwise prove unsuitable for burning in the Vessel's engines or auxiliaries, the Owners shall not be held responsible for any reduction in the Vessel's speed performance and/or increased bunker consumption, nor for any time lost and any other consequences.

## 10. Rate of Hire/Redelivery Areas and Notices

The Charterers shall pay for the use and hire of the said Vessel at the rate of \$..... U.S. currency, daily, or \$..... U.S. currency per ton on the Vessel's total deadweight carrying capacity, including bunkers and stores, on ..... summer freeboard, per 30 days, 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 shall continue until the hour of the day of her redelivery in like good order and condition, ordinary wear and tear excepted, to the Owners (unless Vessel lost) at ..... unless otherwise mutually agreed.

The Charterers shall give the Owners not less than .....days notice of the Vessel's expected date and probable port of redelivery.

For the purpose of hire calculations, the times of delivery, redelivery or termination of charter shall be adjusted to GMT.

## 11. Hire Payment

### (a) Payment

Payment of Hire shall be made so as to be received by the Owners or their designated payee in....., viz.....in.....currency, or in United States Currency, in funds available to the Owners on the due date, 15 days in advance, and for the last month or part of same the approximate account of hire, and should same not cover the actual time, hire shall be paid for the balance day by day as it becomes due, if so required by the Owners. Failing the punctual and regular payment of the hire, or on any fundamental breach whatsoever of this Charter Party, the Owners shall be at liberty to withdraw the Vessel from the service of the Charterers without prejudice to any claims they (the Owners) may otherwise have on the Charterers.

At any time after the expiry of the grace period provided in Sub-clause 11 (b) hereunder and while the hire is outstanding, the Owners shall, without prejudice to the liberty to withdraw, be entitled to withhold the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Charterers hereby indemnify the Owners, and hire shall continue to accrue and any extra expenses resulting from such withholding shall be for the Charterers' account.

### (b) Grace period

Where there is failure to make punctual and regular payment of hire due to oversight, negligence, errors or omissions on the

何損害，船舶所有人保留其向承租人提出求償之權利。且如承租人提供之燃油與協議不一致，或不適合發動船舶主機或輔機，則船舶所有人對營運過程中降低船速及或增加燃油消耗量不負責任，對任何時間損失及任何其他後果亦不負責任。

## 10. 租金率/還船區域及還船通知

承租人租用船舶，按每日-----美元，或按-----夏季水線時之船舶總載重量，包括燃料及物料，以每噸-----美元費率每 30 天支付租金給船舶所有人，自船舶依前述規定交船之日起算，於一個月內之任何部分時間，以同一費率支付；租金應支付至船舶以交船時的同樣良好狀況(正常損耗除外)，於-----還船給船舶所有人(除非已滅失)時為止，雙方另有約定者除外。

承租人應於-----天前向船舶所有人發出預計還船時間及可能地點之通知。

為計算租金，交船、還船或契約終止之時間應以格林威治時間為準。

## 11. 租金支付

### (a) 支付

租金應按日以-----貨幣或以美元現金支付給船舶所有人或其指定之-----收款人，即-----，且每半個月預付一次。於最後一個月或其部分時間，應支付估計之租金數額，當其不足以支付實際租用時間之租金時，一經船舶所有人要求，差額租金應按時每天支付。如承租人未能按時支付租金，或對本租船契約有任何的根本違約，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)可能具有對承租人求償之任何權利。

本條第 2 項所規定之寬限期屆滿後之任何時間，於租金未付情況下，船舶所有人有權中止履行其任何及全部義務，而不影響其撤船之權利，且對因此產生之任何後果不負責任，承租人應賠償船舶所有人因此所遭受之損失，且租金仍應照付；因船舶所有人中止履行其義務而產生之任何額外費用，由承租人支付。

### (b) 寬限期

因承租人或其銀行之疏忽、過失或錯誤而未能準時支付租金，船舶所有人

part of the Charterers or their banker's, the Charterers shall be given by the Owners ..... clear banking days (as recognized at the agreed place of payment) written notice to rectify the failure, and when so rectified within those ..... days following the Owners' notice, the payment shall stand as regular and punctual.

Failure by the Charterers to pay the hire within ..... days of their receiving the Owners' notice as provided herein, shall entitle the Owners to withdraw as set forth in Sub-clause 11 (a) above.

### (c) Last Hire Payment

Should the Vessel be on her voyage towards port of redelivery at the time the last and/or the penultimate. payment of hire is/are due, said payment(s) is/are to be made for such length of time as the Owners and the Charterers may agree upon as being the estimated time necessary to complete the voyage, and taking into account bunkers actually on board, to be taken over by the Owners and estimated disbursements for the Owners' account before redelivery. Should same not (over the actual time, hire is to be paid for the balance, day by day, so it becomes due. When the Vessel has been redelivered, any difference is to be refunded by the Owners or paid by the Charterers, as the case may be.

### (d) Cash Advances

Cash for the Vessel's ordinary disbursements at any port may be advanced by the Charterers, as required by the Owners, subject to 2.5 percent 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.

## 12. Berths

The Vessel shall be loaded and discharged in any safe dock or at any safe berth or safe place that Charterers or their agents may direct, provided the Vessel can safely enter, lie and depart always afloat at any time of tide.

## 13. Spaces available

- (a) The whole reach of the Vessel's holds, decks, and other cargo spaces (not more than she can reasonably and safely stow and carry), also accommodations for supercargo, if carried, shall be at the Charterers' disposal, reserving only proper and sufficient space for the Vessel's officers, crew, tackle, apparel, furniture, provisions, stores and fuel.
- (b) In the event of deck cargo being carried, the Owners are to be and are hereby indemnified by the Charterers for any loss and/or damage and/or liability of whatsoever nature caused to the Vessel as a result of the carriage of deck cargo and which would not have arisen had deck cargo not been loaded,

應向承租人發出書面通知，要求其於-----淨銀行工作日(為協議支付地所承認者)補交未付租金，於承租人依據船舶所有人通知於-----天內予以補交時，應視為準時支付租金。

如承租人收到船舶所有人通知之-----天內仍未能支付租金，船舶所有人享有本條第 a 項所規定之撤船權。

### (c) 最後一期租金之支付

於應支付最後一期租金及或倒數第二期租金時，船舶於駛向還船港航程中，對船舶所有人及承租人可能同意為完成該航程所估計之必要時間，應支付租金。船上實際儲存之燃油，由船舶所有人接收，還船前預計之費用由船舶所有人負擔。該租金不足以支付實際租用時間時，差額租金應按時每天支付。還船後尚有餘額者，船舶所有人予以退還；如有不足，由承租人支付。

### (d) 現金墊付

一經船舶所有人請求，承租人應現金墊付船舶於任何港口之日常雜支，並收取 2.5% 之佣金，該墊款從租金中扣除。然承租人對該墊款之使用不負責任。

## 12. 泊位

船舶於承租人或其代理人指定之任何安全碼頭或任何安全泊位或地點裝貨及卸貨，但以船舶能在任何潮汐情況下安全地駛入、靠泊、駛離並保持永久漂浮為條件。

## 13. 可使用之空間

- (a) 船舶所有貨艙、甲板及通常裝貨位置(不超過其能合理安全地堆放及裝運之範圍)，及押運人員(如有)艙房之全部空間，除僅為船副、船員、鈎具、屬具、傢俱、供應品、物料及燃料留有適當及足夠的空間外，均歸承租人使用。
- (b) 於甲板貨裝載之情況下，對此種裝載所造成之船舶任何滅失及或損害及或任何性質之責任，及如未裝運該甲板貨，即不會發生之滅失及或損害及或責任，承租人應負責賠償船舶所有人。

## 14. Supercargo and Meals

The Charterers are entitled to appoint a supercargo, who shall accompany the Vessel at the Charterers' risk and see that voyages are performed with due despatch. He is to be furnished with free accommodation and same fare as provided for the Master's table, the Charterers paying at the rate of ..... per day, The Owners shall victual pilots and customs officers, and also, when authorized by the Charterers or their agents, shall victual tally clerks, stevedore's foreman, etc., Charterers paying at the rate of ..... per meal for all such victualling.

## 15. Sailing Orders and Logs

The Charterers shall furnish the Master from time to time with all requisite instructions and sailing directions, in writing, in the English language, and the Master shall keep full and correct deck and engine logs 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 such deck and engine logs, showing the course of the Vessel, distance run and the consumption of bunkers. Any log extracts required by the Charterers shall be in the English language.

## 16. Delivery/Cancelling

If required by the Charterers, time shall not commence before ..... and should the Vessel not be ready for delivery on or before.....but not later than.....hours, the Charterers shall have the option of cancelling this Charter Party.

### Extension of Cancelling

If the Owners warrant that, despite the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date, and provided the Owners are able to state with reasonable certainty the date on which the Vessel will be ready, they may, at the earliest seven days before the Vessel is expected to sail for the port or place of delivery, require the Charterers to declare whether or not they will cancel the Charter Party. Should the Charterers elect not to cancel, or should they fail to reply within two days or by the cancelling date, whichever shall first occur, then the seventh day after the expected date of readiness for delivery as notified by the Owners shall replace the original cancelling date. Should the Vessel be further delayed, the Owners shall be entitled to require further declarations of the Charterers in accordance with this Clause

## 17. Off Hire

In the event of loss of time from deficiency and/or default and/or strike of officers or crew, or deficiency of stores, fire, breakdown of, or damages to hull, machinery or equipment, grounding, detention by the arrest of the Vessel, (unless such arrest is caused by

## 14. 押運人員及伙食

於承租人負擔風險之情況下，承租人有權指派一名押運人員隨船瞭解航程是否儘量快速。船舶應向押運人員提供免費居住之艙房，及與船長相同標準之伙食，承租人按每日----價格支付。船舶所有人應當向引水人及海關官員供應膳食，經承租人或其代理人授權，亦應向理貨人、裝卸工人之領班等供應膳食，由承租人按每份-----價格支付所有這些人員之伙食費用。

## 15. 航行指示及日誌

承租人應隨時向船長以英文書面提供所有必要之指示及航行指令，船長應於甲板日誌及輪機日誌上完整及正確地記錄航程狀況，供承租人或其代理人查閱；且一經要求，提供甲板日誌及輪機日誌的真實副本給承租人、其代理人或押運人員，載明船舶航向及航行里程，及燃油消耗情況。承租人所要求之任何航海日誌摘要應以英文為之。

## 16. 交船/解約

一經承租人要求，於-----前不計算租期；如於-----時或之前，但不晚於-----時，船舶未能完成交船準備，承租人有解除本租船契約之選擇權。

### 延期解約

如船舶所有人擔保，既使其已善盡謹慎小心，船舶仍無法於解約日前完成交船準備，如船舶所有人能確定船舶可完成交船準備之合理確定日期，則最早在船舶預計駛往交船港口或地點之前七天，船舶所有人可要求承租人聲明是否解除本租船契約。如承租人選擇不解除契約，或於兩天內或解約日之前(以較早者為準)未作出答覆，則以船舶所有人通知之預計完成交船準備之日後之第七天代替原來的解約日。如船舶進一步延期，船舶所有人依據本條規定有權要求承租人再次作出聲明是否解約。

## 17. 停租

如因船員不足及或船員罷工、或物料不足、失火、船體、機器或設備發生故障或損害、船舶擱淺、船舶被假扣押而遲延(因承租人、其雇用人員、代理人或次

events for which the Charterers, their servants, agents or subcontractors are responsible), or detention by average accidents to the Vessel or cargo unless resulting from inherent vice, quality or defect of the cargo, drydocking for the purpose of examination or painting bottom, or by any other similar cause preventing the full working of the Vessel, the payment of hire and overtime, if any, shall cease for the time thereby lost. Should the Vessel deviate or put back during a voyage, contrary to the orders or directions of the Charterers, for any reason other than accident to the cargo or where permitted in lines 257 to 258 hereunder, the hire is to be suspended from the time of her deviating or putting back until she is again in the same or equidistant position from the destination and the voyage resumed therefrom. All bunkers used by the Vessel while off hire shall be for the Owners' account. In the event of the Vessel being driven into port or to anchorage through stress of weather, trading to shallow harbors or to rivers or ports with bars, any detention of the Vessel and/or expenses resulting from such detention shall be for the Charterers' account. 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 bunkers consumed in consequence thereof, and all extra proven expenses may be deducted from the hire.

契約人之應負責之事件被假扣押者除外)、或船舶或貨物發生海損事故而遲延(因貨物潛在瑕疵、品質或缺陷所致者除外)、船舶為公證或漆底而入塢、或因任何其他類似原因阻礙船舶充分工作時,因此所損失之時間停付租金及加班費(如有)。船舶於航行中,非因貨物發生事故或下述第 257-258 行(譯者註:即第 22 條)所允許情況之任何其他原因,違反承租人之指示或命令,而發生偏航或返航,則從船舶偏航或返航之時起,至船舶再次駛回相同航向或距目的港等距地點時止,承租人停止支付租金,且推定航程自該處開始。停租期間所使用之所有燃料由船舶所有人承擔。因惡劣天氣、船舶駛往淺水港或有沙灘之河流或港口、船舶被迫駛入港口或錨泊時,所造成船舶之任何遲延及或由此遲延所生之費用由承租人負擔。如船舶於航行時,因船體、機器或設備任何部分之缺陷或故障而使船速下降,此損失之時間,任何因此額外消耗之燃料費用及全部經證實之額外費用,均可從租金中扣減。

## 18. Sublet

Unless otherwise agreed, the Charterers shall have the liberty to sublet the Vessel for all or any part of the time covered by this Charter Party, but the Charterers remain responsible for the fulfillment of this Charter Party.

## 18. 轉租

除另有約定外,承租人有權於本租船契約所包含之全部時間或任何一部時間將船舶轉租,然承租人仍負有履行本租船契約之責任。

## 19. Drydocking

The Vessel was last drydocked.....

- (a) The Owners shall have the option to place the Vessel in drydock during the currency of this Charter at a convenient time and place, to be mutually agreed upon between the Owners and the Charterers, for bottom cleaning and painting and/or repair as required by class or dictated by circumstances.
- (b) Except in case of emergency no drydocking shall take place during the currency of this Charter Party.

' De/etc as appropriate

## 19. 入塢

船舶最後入塢-----

- (a) \*於履行本租船契約期間,船舶需清洗及油漆船底及或因船級或視情必須進行修理時,船舶所有人享有在雙方協議之方便時間及地點將船舶入塢之選擇權。
- (b) \*除緊急情況外,於履行本租船契約期間,船舶不得入塢。

\*視情刪除之。

## 20. Total Loss

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.

## 20. 全損

如船舶滅失全損,則預付但未賺得之款項(從船舶滅失或最後一次收到訊息通報之日起算)應立即退還承租人。

## 21. Exceptions

The act of God, enemies, fire, restraint of princes, rulers and

## 21. 免責

天災、敵人、火災、君主禁制、統治者



people, and all dangers and accidents of the seas, rivers, machinery, boilers, and navigation, and errors of navigation throughout this Charter, always mutually excepted.

或人民之扣留、以及海上、河流、機器、鍋爐及航行中之所有危險及事故，及本租船契約租期內之航行錯誤，雙方均予免責。

## 22. Liberties

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.

## 22. 航行自由

船舶無論有無引水人均得自由航行、拖或被拖、協助遭難船舶及為救助人命及財產而偏航。

## 23. Liens

The Owners shall have a lien upon all cargoes and all sub-freights and/or sub-hire for any amounts due under this Charter Party, including general average contributions, and the Charterers shall have a lien on the Vessel for all monies paid in advance and not earned, and any overpaid hire or excess deposit to be returned at once.

The Charterers will not directly or indirectly suffer, nor permit to be continued, any lien or encumbrance, which might have priority over the title and interest of the Owners in the Vessel. The Charterers undertake that during the period of this Charter Party, they will not procure any supplies or necessaries or services, including any port expenses and bunkers, on the Credit of the Owners or in the Owners' time.

## 23. 留置權

船舶所有人對於本備船契約到期應支付之任何款項，包括共同海損分擔，得留置貨物及所有次運費及或轉租金，承租人對於所有預付但未賺取之款項及任何超額支付之租金或本應立即退還之多餘保證金得留置船舶

承租人不應直接或間接造成可能對船舶所有人對於船舶之權利及利益具有優先權之任何留置權或債權，亦不允許繼續造成是類權利。承租人保證，於本租期內，無需船舶所有人支付費用或花費時間來獲取任何供應品或必需品或服務，包括任何港口費用及燃料。

## 24. Salvage

All derelicts and salvage shall be for the Owners' and the Charterers' equal benefit after deducting Owners' and Charterers' expenses and crew's proportion.

## 24. 救助

所有無主物及救助之酬勞，於扣除船舶所有人及承租人之花費及船員應得比例後，由船舶所有人及承租人平均分享。

## 25. General Average

General average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof, in ..... and settled in ..... currency.

The Charterers shall procure that all bills of lading issued during the currency of the Charter Party will contain a provision to the effect that general average shall be adjusted according to York-Antwerp Rules 1974, as amended 1990, or any subsequent modification thereof and will include the "New Jason Clause" as per Clause 31.

Time charter hire shall not contribute to general average.

## 25. 共同海損

共同海損應依 1974 年約克安特衛普規則之 1990 年修正或任何其後修正於-----進行理算，並以-----貨幣解決。

承租人應保證於本租船契約租期內所簽發之所有載貨證券，應包含一共同海損應依據 1974 年約克安特衛普規則之 1990 年修正或其後修正進行理算之條款規定，並應包含如第 31 條之“新傑森條款”。

論時租船之租金不分擔共同海損。

## 26. Navigation

Nothing herein stated is to be construed as a demise of the Vessel to the Time Charterers. The Owners shall remain responsible for the navigation of the Vessel, acts of pilots and tug boats, insurance, crew, and all other matters, same as when trading for their own account.

## 26. 航行

本租船契約所述內容對定期承租人而言不應被解釋為光船租船。船舶所有人仍應對船舶之航行、引水人及拖船之行為、保險、船員及所有其他事項負責，如同船舶為其自己營運般。

## 27. Cargo Claims

Cargo claims as between the Owners and the Charterers shall be settled in accordance with the Inter-Club New York Produce Exchange Agreement of February 1970, as amended May, 1984, or any subsequent modification or replacement thereof.

## 28. Cargo Gear and Lights

The Owners shall maintain the cargo handling gear of the Vessel which is as follows:.....

providing gear (for all derricks or cranes) capable of lifting capacity as described. The Owners shall also provide on the Vessel for night work lights as on board, but all additional lights over those on board shall be at the Charterers' expense. The Charterers shall have the use of any gear on board the Vessel. If required by the Charterers, the Vessel shall work night and day and all cargo handling gear shall be at the Charterers' disposal during loading and discharging. In the event of disabled cargo handling gear, or insufficient power to operate the same, the Vessel is to be considered to be off hire to the extent that time is actually lost to the Charterers and the Owners to pay stevedore stand-by charges occasioned thereby, unless such disablement or insufficiency of power is caused by the Charterers' stevedores. If required by the Charterers, the Owners shall bear the cost of hiring shore gear in lieu thereof, in which case the Vessel shall remain on hire.

## 29. Crew Overtime

In lieu of any overtime payments to officers and crew for work ordered by the Charterers or their agents, the Charterers shall pay the Owners, concurrently with the hire .....per month or pro rata.

## 30. Bills of Lading

- (a) The Master shall sign the bills of lading or waybills for cargo as presented in conformity with mates or tally clerk's receipts. However, the Charterers may sign bills of lading or waybills on behalf of the Master, with the Owner's prior written authority, always in conformity with mates or tally clerk's receipts.
- (b) All bills of lading or waybills shall be without prejudice to this Charter Party and the Charterers shall indemnify the Owners against all consequences or liabilities which may arise from any inconsistency between this Charter Party and any bills of lading or waybills signed by the Charterers or by the Master at their request.
- (c) Bills of lading covering deck cargo shall be claused: "Shipped on deck at Charterers', Shippers' and Receivers' risk, expense and responsibility, without liability on the part of the Vessel, or her Owners for any loss, damage, expense or delay howsoever caused."

## 27. 貨物求償

船舶所有人及承租人間之貨物求償，應依據 1970 年 2 月(互保)協會間紐約商品交易所協議之 1984 年 5 月修正或其後任何修正或修改解決。

## 28. 貨物裝卸設備及照明

船舶所有人應維修船舶之下列貨物裝卸設備-----

提供具有所約定起重能力之貨物裝卸設備(所有起重機)，船舶所有人另應提供船上夜間工作照明燈，然除船上已有照明外之所有額外照明燈，由承租人承擔費用。承租人可使用船上之任何貨物裝卸設備。一經承租人要求，船舶應晝夜工作，於貨物裝卸期間，所有貨物裝卸設備均由承租人使用。如裝卸設備無法使用，或無足夠動力啟動裝卸設備，承租人實際損失之時間得對船舶主張停租，並由船舶所有人支付因此所生之碼頭工人之待工費用，然因承租人之碼頭工人所造成之貨物裝卸設備無法使用或動力不足者除外。一經承租人請求，船舶所有人應支付租用岸上替代貨物裝卸設備之費用，於此情況下，船舶應照收租金。

## 29. 船員加班

船副及船員依據承租人或其代理人命令而工作之任何加班費之支付，由承租人按每月-----租金或不足一月者按比例支付給船舶所有人。

## 30. 載貨證券

- (a) 船長應簽發與大副收據或理貨收據一致之載貨證券或海運單。然於船舶所有人事先書面授權之情況下，承租人可代表船長簽發與大副收據或理貨收據一致之載貨證券或海運單。
- (b) 所有載貨證券或海運單不應與本租船契約有所抵觸，承租人簽發或經其要求由船長簽發之載貨證券或海運單與本租船契約間任何不一致所造成之所有可能後果或責任，由承租人賠償給船舶所有人。
- (c) 甲板貨物之載貨證券，其上應載明：“貨物裝載於甲板由承租人、託運人及受貨人承擔風險，對此裝載所造成之任何滅失、損失、費用或遲延，船舶或船舶所有人不負責任。

### 31. Protective Clauses

This Charter Party is subject to the following clauses all of which are also to be included in all bills of lading or waybills issued hereunder:

#### (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, the Hague Rules, or the Hague-Visby Rules, as applicable, or such other similar national legislation as may mandatorily apply by virtue of origin or destination of the bills of lading, 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 applicable Act. If any term of this bill of lading be repugnant to said applicable Act to any extent, such term shall be void to that extent, but no further."  
and

#### (b) 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 insofar 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,

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

#### (c) NEW JASON CLAUSE

"In the event of accident, danger, damage or disaster before 'or after the commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the carrier is not responsible, by statute, contract, or otherwise, the goods, shippers, consignees, or owners of the goods 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.

### 31. 防護條款

本租船契約應適用下列條款，且應將其規定於所簽發之所有載貨證券或海運單內：

#### (a) 至上條款

“本載貨證券應依據美國海上貨物運送條例、海牙規則或海牙威士比規則，或如載貨證券上之起運港或目的港可能強制適用之其他類似國內立法規定產生效力，該法律或海牙規則或海牙威士比規則應視為併入本載貨證券，且本載貨證券任何規定均不應視為運送人放棄對其依據該規定所享有之任何權利或豁免，或增加對其依據該法規所承擔之責任或義務。如本載貨證券任何條款與該規定抵觸，該條款即無效，然僅以抵觸範圍為限。”  
及

#### (b) 雙方互有責任碰撞條款

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

#### (c) 新傑森條款

“如於航次開始前後，因不論過失與否之任何原因所致生之意外、危險、損害或災難，而依據法規、契約或其他規定，運送人對此類事件或其後果不負責者，則貨物之託運人、受貨人或貨物所有人應於共同海損中與運送人一起分擔可能構成或可能發生具有共同海損性質之犧牲、損失或費用，並應支付有關貨物方面所發生之海難救助費用或特別費用。

If a salving ship is owned or operated by the carrier, salvage shall be paid for as fully as if salving ship or ships belonged to strangers. Such deposit as the carrier or his agents may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the goods, shippers, consignees or owners of the goods to the carrier before delivery."  
and

#### (d) U.S. TRADE - DRUG CLAUSE

"In pursuance of the provisions of the U.S. Anti Drug Abuse Act 1986 or any re-enactment thereof, the Charterers warrant to exercise the highest degree of care and diligence in preventing unmanifested narcotic drugs and marijuana to be loaded or concealed on board the Vessel.

Non-compliance with the provisions of this clause shall amount to breach of warranty for consequences of which the Charterers shall be liable and shall hold the Owners, the Master and the crew of the Vessel harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them individually or jointly. Furthermore, all time lost and all expenses incurred, including fines, as a result of the Charterers' breach of the provisions of this clause shall be for the Charterer's account and the Vessel shall remain on hire.

Should the Vessel be arrested as a result of the Charterers' non-compliance with the provisions of this clause, the Charterers shall at their expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their expense put up the bails to secure release of the Vessel. The Owners shall remain responsible for all time lost and all expenses incurred, including fines, in the event that unmanifested narcotic drugs and marijuana are found in the possession or effects of the Vessel's personnel."  
and

#### (d) WAR CLAUSES

- (i) "No contraband of war shall be shipped, The Vessel shall not be required, without the consent of the Owners, which shall not be unreasonably withheld, to enter any port or zone which is involved in a state of war, warlike operations, or hostilities, civil strife, insurrection or piracy whether there be a declaration of war or not, where the Vessel, cargo or crew might reasonably be expected to be subject to capture, seizure or arrest, or to a hostile act by a belligerent power (the term "power" meaning any de jure or de facto authority or any purported governmental organization maintaining naval, military or air forces).
- (ii) If such consent is given by the Owners, the Charterers will pay the provable additional cost of insuring the Vessel against hull war risks in an amount equal to the value under her ordinary hull policy but not exceeding a valuation of..... In addition, the Owners may

如救助船舶為本運送人所有或經營，則其救助費用應當如同該救助船舶係屬第三人所有般，予以全額支付。運送人或其代理人所認為足以支付貨物方面之預估分攤款額及其救助費用及特別費用之保證金，一經要求，應由貨物、託運人、受貨人或貨物所有人於提貨之前交付給運送人。”及

#### (d) 美國貿易—毒品條款

“根據 1986 年美國毒品法或任何其重新制定之法規規定，承租人保證盡其最大謹慎防止未列入艙單之麻醉藥及大麻被裝上船舶或被隱匿於船上。

未遵守本條規定形同違反保證，承租人對其後果應承擔責任，並應使船舶所有人、船長及船員不受任何損失，對單獨或連帶向船舶所有人、船長及船員可能提起或已提起之任何求償負賠償責任。且對因承租人違反本條規定所生之全部時間損失及費用(包括罰金)，應由承租人負擔，然船舶租金仍應照常支付。

如因承租人不遵從本條規定使船舶被扣押，則承租人應自負費用採取所有合理措施使船舶於合理時間內獲釋，且為保證釋放船舶，應自負費用提供保釋金。

如於船上人員之行李或財物中發現未列入艙單之麻醉藥及大麻，船舶所有人對由此所生之全部時間損失及費用包括罰金承擔責任。

#### (e) 戰爭條款

- (i) “禁止裝運戰爭違禁品。無論宣戰與否，當任一港口或地區被捲入戰爭、類戰行為或敵對行為、騷動、暴動或海盜，且能合理地預見船舶、貨物或船員於該港口或地區可能遭受捕獲，扣留或扣押，或交戰勢力(“勢力”乙詞指任何法律上或事實上之有權力當局或任何聲稱擁有海陸空三軍支援之政府組織)之敵對行為時，如無船舶所有人同意(船舶所有人不應不合理地拒絕)，船舶不應被要求駛入該港口或地區。
- (ii) 於船舶所有人同意下，承租人得以支付投保船舶戰爭險可得證明之附加保費，保險金額等同一般船舶保單之保險價值，然不超過-----。此外，船舶所有

purchase and the Charterers will pay for war risk insurance on ancillary risks such as loss of hire, freight disbursements, total loss, blocking and trapping, etc. If such insurance is not obtainable commercially or through a government program, the Vessel shall not be required to enter or remain at any such port or zone.

- (iii) In the event of the existence of the conditions described in (i) subsequent to the date of this Charter, or while the Vessel is on hire under this Charter, the Charterers shall, in respect of voyages to any such port or zone assume the provable additional cost of wages and Insurance properly incurred in connection with master, officers and crew as a consequence of such War, warlike operations or hostilities.
- (iv) Any war bonus to officers and crew due to the Vessel's trading or cargo carried shall be for the Charterers' account."

### 32. War Cancellation

In the event of the outbreak of war (whether there be a declaration of war or not) between any two or more of the following countries: .....either the Owners or the Charterers may cancel this Charter Party. Whereupon, the Charterers shall redeliver the Vessel to the Owners in accordance with Clause 10; if she has cargo on board, after discharge thereof at destination, or, if debarred under this Clause from reaching or entering it, at a near open and safe port as directed by the Owners; or, if she has no cargo on board, at the port at which she then is; or, if at sea, at a near open and safe port as directed by the Owners. In all cases hire shall continue to be paid in accordance with Clause 11 and except as aforesaid all other provisions of this Charter Party shall apply until redelivery.

### 33. Ice

The Vessel shall not be required to enter or remain in any icebound port or area, nor any port or area where lights or lightships have been or are about to be withdrawn by reason of ice, nor where there is risk that in the ordinary course of things the Vessel will not be able on account of ice to safely enter and remain in the port or area or to get out after having completed loading or discharging. Subject to the Owners' prior approval the Vessel is to follow ice-breakers when reasonably required with regard to her size, construction and Ice class.

### 34. Requisition

Should the Vessel be requisitioned by the government of the Vessel's flag during the period of this Charter Party, the Vessel shall be deemed to be off hire during the period of such requisition, and any hire paid by the said government in respect of such requisition period shall be retained by the Owners. The period during which the Vessel is on requisition to the said government shall count as

人亦可投保戰爭險之附加險，利如租金、運費損失險、全損險、封鎖與誘捕險等，由承租人支付保險費。如從商業或透過某政府方案無法取得該保險，船舶不應被要求駛入或繼續停留於任何該類港口或地區。

- (iii) 如於本租船契約簽訂日後或依本租船契約船舶於租期間發生(i)項所規定之情況，則有關駛往任何港口或地區之航程，確實因該戰爭、類戰行為或敵對行為所產生與船長、船副及船員有關之工資及保費經證明之額外費用，應由承租人承擔。
- (iv) 因船舶營運或載運之貨物支付給船副及船員之任何戰爭津貼，應由承租人承擔。

### 32. 戰爭解約

於下列\_\_\_\_\_國家二以上國家間爆發戰爭(無論宣戰與否)，船舶所有人及承租人均有權解除本租約，於此情況下，承租人應依第 10 條規定，如船上有貨物，於目的港卸貨後，或如於本條所述情況下船舶被阻止抵達或進入目的港，則船舶於船舶所有人所指定之附近一開放安全港為貨物卸載後還船，如無貨物在船，則於當時所在港口或船舶於海上時，於船舶所有人所指定之附近一開放安全港口為還船。於任何情況下，均應依照第 11 條規定繼續支付租金，且除前述情況外，租約其他規定將適用至還船為止。

### 33. 冰封

船舶不應被要求進入或繼續停留於任何冰封之港口或區域，或因冰凍原因，其燈標或燈船已或將被撤除之任何港口或區域，或依據通常事態發展，由於冰凍原因，存在船舶無法安全進入及繼續停留或裝貨或卸貨結束後無法安全駛出風險之港口或區域。依船舶所有人事先同意，依船舶大小、結構及冰凍等級，經合理要求，船舶應跟隨破冰船航行。

### 34. 徵用

如船舶於本租船契約租期內被船旗國政府徵用，於此徵用期間船舶應視為停租，且於此徵用期間由該政府所支付之任何徵租金應為船舶所有人所有。船舶被政府徵用期間應作為本租船契約所規定之租期之一部分。

part of the period provided for In this Charter Party.

If the period of requisition exceeds ..... months, either party shall have the option of cancelling this Charter Party and no consequential claim may be made by either party.

如徵用期間超過----月，任何一方均有解除本租船契約之選擇權，並任一方均不得提出因此而生之求償。

### 35. Stevedore Damage

Notwithstanding anything contained herein to the contrary, the Charterers shall pay for any and all damage to the Vessel caused by stevedores provided the Master has notified the Charterers and/or their agents in writing as soon as practical but not later than 48 hours after any damages is discovered. Such notice to specify the damage in detail and to invite Charterers to appoint a surveyor to assess the extent of such damage.

- (a) In case of any and all damage(s) affecting the Vessel's seaworthiness and/or the safety of the crew and/or affecting the trading capabilities of the Vessel, the Charterers shall immediately arrange for repairs of such damage(s) at their expense and the Vessel is to remain on hire until such repairs are completed and if required passed by the Vessel's classification society.
- (b) Any and all damage(s) not described under point (a) above shall be repaired at the Charterers' option, before or after redelivery concurrently with the Owners' work. In such case no hire and/or expenses will be paid to the Owners except and insofar as the time and/or the expenses required for the repairs for which the Charterers are responsible, exceed the time and/or expenses necessary to carry out the Owners' work.

### 35. 碼頭工人損壞

無論是否有與此相反之規定，只有於船長發現任何損壞後在不超過48小時書面通知承租人及其代理人之情況下，承租人始應賠償碼頭工人對船舶所造成之任何及全部損壞。該通知應詳細說明船舶損壞情況，並要求承租人指派一名公證人以確定該損壞之程度。

- (a) 如任何及全部損壞影響船舶之適航及或船員安全及或影響船舶營運能力，承租人應自負費用立即對該損壞安排修理，於修理結束時且一經要求，於通過船級檢驗為止，仍應照付船舶租金。
- (b) 前述(a)項未提及之任何及全部損壞，依據承租人選擇，於還船前或還船後得連同船舶所有人自己工程一起進行。於此情況下，不應向船舶所有人支付租金及或費用。除非承租人負責修理所需時間及或費用超過半數完成船舶所有人修理所需必要時間及或費用，並僅以此超過時間為限。

### 36. Cleaning of Holds

The Charterers shall provide and pay extra for sweeping and/or washing and/or cleaning of holds between voyages and/or between cargoes provided such work can be undertaken by the crew and is permitted by local regulations, at the rate of..... per hold. In connection with any such operation, the Owners shall not be responsible if the Vessel's holds are not accepted or passed by the port or any other authority. The Charterers shall have the option to re-deliver the Vessel with unclean/unswept holds against a lumpsum payment of.....in lieu of cleaning.

### 36. 貨艙清潔

如船員能承擔航程與航程間及或貨物與貨物間之貨艙清掃或清洗或清潔工作，且為當地規定允許時，承租人應提供該項工作，並以每艙---費率支付額外費用。如船舶貨艙未為港口或任何其他機關接受或通過，船舶所有人對有關任何是項作業不負責任。承租人於整筆支付-----以代替貨艙清潔之條件下，具有船舶貨艙未經清潔(未經清掃)而還船之選擇權。

### 37. Taxes

Charterers to pay all local, State, National taxes and/or dues assessed on the Vessel or the Owners resulting from the Charterers' orders herein, whether assessed during or after the currency of this Charter Party including any taxes and/or dues on cargo and/or freights and/or sub-freights and/or hire (excluding taxes levied by the country of the flag of the Vessel or the Owners).

### 37. 稅款

承租人應支付由其指示所引起無論於履行本租船契約期間或其後船舶或其所有人所徵收之全部地方稅、州稅、國稅及或應付稅款，包括向貨物及或運費及或轉租運費及或租金所徵收之任何稅款及或應付款(不包括船旗國或船舶所有人所徵收之稅款)。

### 38. Charterers' Colors

### 38. 承租人標誌

The Charterers shall have the privilege of flying their own house flag and painting the Vessel with their own markings. The Vessel shall be repainted in the Owners' colors before termination of the Charter Party. Cost and time of painting, maintaining and repainting those changes effected by the Charterers shall be for the Charterers' account.

### 39. Laid Up Returns

The Charterers shall have the benefit of any return insurance premium receivable by the Owners from their underwriters as and when received from underwriters by reason of the Vessel being in port for a minimum period of 30 days if on full hire for this period or pro rata for the time actually on hire.

### 40. Documentation

The Owners shall provide any documentation relating to the Vessel that may be required to permit the Vessel to trade within the agreed trade limits, including, but not limited to certificates of financial responsibility for oil pollution, provided such oil pollution certificates are obtainable from the Owners' P & I club, valid international tonnage certificate, Suez and Panama tonnage certificates, valid certificate, of registry and certificates relating to the strength and/or serviceability of the Vessel's gear.

### 41. Stowaways

- (a)
- (i) The Charterers warrant to exercise due care and diligence in preventing stowaways in gaining access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers.
  - (ii) If, despite the exercise of due care and diligence by the Charterers, stowaways have gained access to the Vessel by means of secreting away in the goods and/or containers shipped by the Charterers, this shall amount to breach of charter for the consequences of which the Charterers shall be liable and shall hold the Owners harmless and shall keep them indemnified against all claims whatsoever which may arise and be made against them, Furthermore, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Charterers' account and the Vessel shall remain on hire.
  - (iii) Should the Vessel be arrested as a result of the Charterers' breach of charter according to sub-clause (a)(ii) above, the Charterers shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.
- (b)
- (i) If, despite the exercise of due care and diligence by the Owners, stowaways have gained access to the Vessel by

承租人具有懸掛其自己公司旗，並將其公司標誌油漆於船上之權利。於本租船契約屆滿前，應以船舶所有人自己的顏色重新油漆船舶。這些變動所進行油漆、維護及重新油漆船舶所發生之時間及費用，由承租人負擔之。

### 39. 停航退費

船舶於港內停留最短期間 30 天，如對此期間已全額支付租金或實際租用時間已按比例支付租金時，則承租人對船舶所有人從其保險人處可領取之任何保險費退還享有利益。

### 40. 文件

船舶所有人應提供允許船舶於約定之航行區域營運所可能要求與船舶有關之任何證件文書，包括但不限於船舶油污財務擔保證書(只要該油污證書能夠從船舶所有人互保協會處獲得)、具效力之國際噸位證書、蘇伊士及巴拿馬噸位證書，有效登記證書以及與船舶強度及/或船舶起貨設備可用性有關之證書。

### 41. 偷渡客

- (a)
- (i) 承租人保證會謹慎小心防止偷渡客藏匿於其裝運之貨物及或貨櫃中之方式上船。
  - (ii) 如承租人已盡謹慎小心，然偷渡者仍藏匿於其裝運之貨物及或貨櫃中之方式上船，應視為違反本租船契約，因而產生之後果由承租人承擔，並應使船舶所有人不受任何損害；對船舶所有人可能提起或已經提起之任何種類之求償，承租人應賠償船舶所有人。且對全部時間損失及不管如何發生之何種性質之全部費用均應由承租人負擔，船舶租金照付。
  - (iii) 如依據本條第(a)項(ii)款規定，因承租人違反本租船契約而使船舶被假扣押，承租人應採取所有合理措施保證船舶於合理時間內獲釋，並自負費用提供保釋金以保證船舶之釋放。
- (b)
- (i) 如船舶所有人已謹慎小心，然偷渡客仍藏匿於承租人裝運之

means other than secreting away in the goods and/or containers shipped by the Charterers, all time lost and all expenses whatsoever and howsoever incurred, including fines, shall be for the Owners' account and the Vessel shall be off hire.

- (ii) Should the Vessel be arrested as a result of stowaways having gained access to the Vessel by means other than secreting away in the goods and/or containers shipped by the Charterers, the Owners shall take all reasonable steps to secure that, within a reasonable time, the Vessel is released and at their expense put up bail to secure release of the Vessel.

## 42. Smuggling

In the event of smuggling by the Master, Officers and/or crew, the Owners shall bear the cost of any fines, taxes, or imposts levied and the Vessel shall be off hire for any time lost as a result thereof.

## 43. Commissions

A commission of..... percent is payable by the Vessel and the Owners to .....on hire earned and paid under this Charter, and also upon any continuation or extension of this Charter.

## 44. Address Commission

An address commission of.....percent is payable to. ....on hire earned and paid under this Charter.

## 45. Arbitration

### (a) NEW YORK

All disputes arising out of this contract shall be arbitrated at New York in the following manner, and subject to U.S. Law:

One Arbitrator is to be appointed by each of the parties hereto and a 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, conversant with shipping matters. Such Arbitration is to be conducted in accordance with the rules of the Society of Maritime Arbitrators Inc.

For disputes where the total amount claimed by either party does not exceed US \$ .....the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators Inc.

### (b) LONDON

All disputes arising out of this contract shall be arbitrated at

貨物及或貨櫃中以外之手段上船，則對全部時間損失及不管如何發生之何種性質之全部費用應由船舶所有人負擔，並應停租。

- (ii) 如因偷渡客以秘密藏在承租人裝運的貨物及或貨櫃中以外之方式上船而使船舶被假扣押，船舶所有人應採取所有合理措施保證船舶於合理時間內獲釋，並自負費用提供保釋金以保證船舶之釋放。

## 42. 走私

如船長、船副及或船員走私，任何罰項、稅項或徵收之進口稅費用均應由船舶所有人承擔之，由此所生之任何時間損失，應予停租。

## 43. 經紀人佣金

船舶及船舶所有人應依照本租船契約已賺取及已支付之租金，及本租船契約延續期間所付租金的-----%，向-----支付佣金。

## 44. 業務佣金

依照本租船契約已賺取及支付之租金中，應支付\_\_\_\_\_%之業務佣金給\_\_\_\_\_。

## 45 仲裁

### (a) 紐約

本租船契約所生任何爭議應以下列方式並適用美國法律於紐約仲裁：

雙方當事人各指定一仲裁人，第三名仲裁人由該已指定之兩名仲裁人指定。其或其中任何二名仲裁人所作裁決應為終局。為執行任何裁決，本協議得依法院規則為之。仲裁人應為商人，熟悉航運事務。該仲裁應根據海事仲裁人規則進行。

對於任何一方所提出之求償總額未超過-----美元\*\*之爭議，應依據海事仲裁人簡易程序進行仲裁。

### (b) 倫敦

除雙方同意由一獨任仲裁人進行仲



London and, unless the parties agree forthwith on a single Arbitrator, be referred to the final arbitrament of two Arbitrators carrying on business in London who shall be members of the Baltic Mercantile 5 Shipping Exchange and engaged in Shipping, one to be appointed by each of the parties, with power to such Arbitrators to appoint an Umpire. No award shall be questioned or invalidated on the ground that any of the Arbitrators is not qualified as above, unless objection to his action be taken before the award is made. Any dispute arising hereunder shall be governed by English Law.

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

*' Delete para (a) or (b) as appropriate*

*" Where no figure is supplied in the blank space this provision only shall be void but the other provisions of this clause shall have full force and remain in effect.*

If mutually agreed, clauses ....., to ..... both inclusive, as attached hereto are fully incorporated in this Charter Party.

裁外，本租船契約所生之任何爭議應提交二名於倫敦從業之仲裁人進行終局仲裁，該二名仲裁人應由雙方當事人各指定一名，且應是波羅的海商品及航運交易所成員並從事航運；該兩名仲裁人具有指定一名首席仲裁人之權利。除於裁決作出前對其行為表示反對外，不應因任何仲裁人然不具有上述資格而使裁決疑問或無效。因此所生之任何爭議應受英國法調整。

對任何一方提出之求償總額不超過-----美元\*\*之爭議，應依據倫敦海事仲裁人協會小額求償程序進行仲裁。

\*適用時，刪除(a)項或(b)項

\*\*如空格內未填數值，該項規定無效，然本條其他規定具有全部效力。

如有共同協議，附件第\_\_\_\_條至第\_\_\_\_條應完全併入本租船契約中。

