

1993 年版 挪威船舶經紀人協會船舶買賣協議備忘錄
(獲波羅地海及國際海事委員會於 1956 年採納，
1966，1983 及 1986/1987 年修訂)

**Norwegian Shipbrokers' Association's Memorandum of Agreement for sale
and purchase of ships. SALEFORM 1993**

(Adopted by The Baltic and International Maritime Council (BIMCO) in 1956.

Revised 1966, 1983 and 1986/87)

SALEFORM 1993

**NORWEGIAN SALEFORM 93
MEMORANDUM OF AGREEMENT**

**挪威船舶買賣契約 1993 年版
協議備忘錄**

Dated:

日期：

_____ hereinafter called the Sellers, have agreed to sell, and

_____ 以下稱賣方，同意出售，及

_____ hereinafter called the Buyers, have agreed to buy

_____ 以下稱買方，同意購買：

Name:

船舶名稱：

Classification Society/Class:

船級協會/船級：

Built: By:

建造年份：

造船廠：

Flag: Place of Registration:

船旗：

登記地點：

Call Sign: Grt/Nrt:

船舶呼號：

總噸位/淨噸位：

Register Number:

登記號碼：

hereinafter called the Vessel, on the following terms and conditions:

以下稱為「船舶」，協議條件及條款如下：

Definitions

定義

"Banking days" are days on which banks are open both in the country of the currency stipulated for the Purchase Price in Clause 1 and in the place of closing stipulated in Clause 8.

“銀行日”係指第 1 條所載出售價格之貨幣國及第 8 條所載簽約地二地銀行均有營業之日。

"In writing" or "written" means a letter handed over from the Sellers to the Buyers or vice versa, a registered letter, telex, telefax or other modern form of written communication.

“書面”或“書寫”係指賣方交付給買方或買方交付給賣方，以掛號、電報、傳真或其他現代書面通訊方式之書函。

"Classification Society" or "Class" means the Society referred to in line 4.

“船級協會”或“船級”係指第 4 行所述及之協會。

1. Purchase Price

1. 價金

2. Deposit

As security for the correct fulfilment of this Agreement the Buyers shall pay a deposit of 10 % (ten per cent) of the Purchase Price within _____ banking days from the date of this Agreement. This deposit shall be placed with _____ and held by them in a joint account for the Sellers and Buyers, to be released in accordance with joint written instructions of the Sellers and the Buyers. Interest, if any, to be credited to the Buyers. Any fee charged for holding the said deposit shall be equally by the Sellers and the Buyers.

3. Payment

The said Purchase Price shall be paid in full free of bank charges to _____ on delivery of the Vessel, but not later than 3 banking days after the Vessel is in every respect physically ready for delivery in accordance with the terms and conditions of this Agreement and Notice of Readiness has been given in accordance with Clause 5.

4. Inspections

- (a) *The Buyers have inspected and accepted the Vessel's classification records. The Buyers have also inspected the Vessel at/in _____ on _____ and have accepted the Vessel following this Inspection and the sale is outright and definite, subject only to the terms and conditions of this Agreement.
- (b) The Buyers shall have the right to inspect the Vessel's classification records and declare whether same are accepted or not within _____.

The Sellers shall provide for inspection of the Vessel at/in _____.

The Buyers shall undertake the inspection without undue delay to the Vessel. Should the Buyers cause undue delay they shall compensate the Sellers for the losses thereby incurred.

The Buyers shall inspect the Vessel without opening up and without cost to the Sellers.

During the Inspection, the Vessel's deck and engine log books shall be made available for examination by the Buyers. If the Vessel is accepted after such inspection, the sale shall become outright and definite, subject only to the terms and conditions of this Agreement, provided the Sellers receive written notice of acceptance from the Buyers within 72 hours after completion of such inspection.

Should notice of acceptance of the Vessel's classification records and of the Vessel not be received by the Sellers as aforesaid, the deposit together with interest earned shall be released immediately to the Buyers, whereafter this Agreement shall be null and void.

* 4(a) and 4(b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 4(a) to apply.

2.保證金

為確保本契約之嚴格履行，買方應於契約簽訂日後之第____銀行工作日內支付價金10%之保證金。該保證金應存入____銀行所開立之買賣雙方共同帳戶上，並依買賣雙方共同書面指定始可提領。如有利息，應歸買方。開立保證金帳戶之費用應由買賣雙方平均負擔。

3.付款

於船舶移交時，上述買價不計入銀行手續費應全額支付予____銀行，該付款不應遲於依本契約條件條款之移交工作已準備就緒及依第 5 條發出準備通知通知後之三個銀行工作日。

4.船舶檢查

- (a) *買方已檢查並接受船舶之船級紀錄。買方亦於____(日期)於____(地點)檢查船舶並於該檢查後接受該船舶，且除本契約之條件條款外，本買賣交易已為完整且明確。
- (b) 買方有權檢查船舶之船舶紀錄，且於____以前聲明是否接受該紀錄。

賣方應於____安排船舶進行檢查。

買方進行檢查時不應造成船舶不合理遲延。如買方造成不合理遲延，應賠償賣方因此所生之損失。

買方檢查船舶時不應拆解船舶，且賣方不負擔任何費用。

於檢查期間，船舶航行日誌及輪機日誌應予以備就以供買方檢查。如船舶於受檢後予以接受，於適用本契約條件條款之情況下，本買賣即屬完整且明確，然以賣方於完成檢查後 72 小時內收到買方接受之書面通知者為限。

如賣方未於前述期限內收到船舶船級紀錄及船舶之接受通知，保證金及其利息即應立即返還買方，此後，本契約即行無效。

* 4(a)及 4(b)為選擇條款；於不適用時予以刪除。如無刪除，應適用 4(a)。

5. Notices, time and place of delivery

- (a) The Sellers shall keep the Buyers well informed of the Vessel's itinerary and shall provide the Buyers with _____, _____ and _____ days notice of the estimated time of arrival at the intended place of drydocking/underwater inspection/delivery. When the Vessel is at the place of delivery and in every respect physically ready for delivery in accordance with this Agreement, the Sellers shall give the Buyers a written Notice of Readiness for delivery.
- (b) The Vessel shall be delivered and taken over safely afloat at a safe and accessible berth or anchorage at/in _____ in the Sellers' option.
Expected time of delivery:

Date of cancelling (see Clauses 5 (c), 6 (b) (iii) and 14):

- (c) If the Sellers anticipate that, notwithstanding the exercise of due diligence by them, the Vessel will not be ready for delivery by the cancelling date they may notify the Buyers in writing stating the date when they anticipate that the Vessel will be ready for delivery and propose a new cancelling date. Upon receipt of such notification the Buyers shall have the option of either cancelling this Agreement in accordance with Clause 14 within 7 running days of receipt of the notice or of accepting the new date as the new cancelling date. If the Buyers have not declared their option within 7 running days of receipt of the Sellers' notification or if the Buyers accept the new date, the date proposed in the Sellers' notification shall be deemed to be the new cancelling date and shall be substituted for the cancelling date stipulated in line 61.
If this Agreement is maintained with the new cancelling date all other terms and conditions hereof including those contained in Clauses 5 (a) and 5 (c) shall remain unaltered and in full force and effect. Cancellation or failure to cancel shall be entirely without prejudice to any claim for damages the Buyers may have under Clause 14 for the Vessel not being ready by the original cancelling date.
- (d) Should the Vessel become an actual, constructive or compromised total loss before delivery the deposit together with interest earned shall be released immediately to the Buyers whereafter this Agreement shall be null and void.

6. Drydocking/Divers Inspection

- (a)*The Sellers shall place the Vessel in drydock at the port of delivery for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line, the extent of the inspection being in accordance with the Classification Society's rules. If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect

5.通知、交船時間及地點

- (a) 賣方將妥善地將船舶行程通知買方，並將預計抵達進塢/水下檢查/交船分別於 _____、_____及_____日為通知。於船舶抵達交船地點且任何方面依本契約均已實質上備於交船者，賣方應給予買方交船備就之書面通知。
- (b) 船舶應於賣方選擇之安全及可靠泊或下錨之_____ (地點) 為安全浮飄地為交船及接收。
預計交船時間：

解約日期(見第 5(c)、6(b)(iii)及 14 條)：

- (c) 無論賣方是否已善盡注意，如賣方預期船舶無法於解約日前備就交船時，其應以書面通知買方，說明船舶預期備就交船日期及提議一新解約日。於收到該通知後，買方有權於收到該通知後之 7 個連續日內依第 14 條解除本契約，或接受該新解約日之新日期。如買方未於收到賣方通知之 7 個連續日告知其決定，或如買方已接受該新解約日期，賣方通知上所提議之日期，應視為新解約日期並此取代第 61 行所載明之解約日期。

如本契約依新解約日期得以維持有效，本契約所有其他條件條款，包括第 5(a)及 5(c)在內均維持不予更動且具完全效力。解約或未解約均不應損及買方依第 14 條規定，有權請求因船舶無法於原解約日時備就交船之任何損害賠償。

- (d) 如船舶於交船前成為實際全損、推定全損或假定全損，保證金及其利息應立即返還給買方，此後，本契約即行無效。

6.入塢/潛水檢查

- (a)*賣方應於交船港將船舶入塢，由船級協會檢查最深水線以下之船舶水下部位，檢查範圍依船級協會規定為之。如船舵、螺旋槳、船底或最深水線以下其他部分有斷裂、損壞或缺陷，以致會影響船舶船級者，則該瑕疵應由賣方自費修復至符合船級協會無註記任何條件或建

the Vessel's class, such defects shall be made good at the Sellers' expense to the satisfaction of the Classification Society without condition/recommendation'.

(b)*

(i) The Vessel is to be delivered without drydocking. However, the Buyers shall have the right at their expense to arrange for an underwater Inspection by a diver approved by the Classification Society prior to the delivery of the Vessel. The Sellers shall at their cost make the Vessel available for such inspection. The extent of the inspection and the conditions under which it is performed shall be to the satisfaction of the Classification Society. If the conditions at the port of delivery are unsuitable for such inspection, the Sellers shall make the Vessel available at a suitable alternative place near to the delivery port.

(ii) If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's class, then unless repairs can be carried out afloat to the satisfaction of the Classification Society, the Sellers shall arrange for the Vessel to be drydocked at their expense for inspection by the Classification Society of the Vessel's underwater parts below the deepest load line, the extent of the inspection being in accordance with the Classification Society's rules. If the rudder, propeller, bottom or other underwater parts below the deepest load line are found broken, damaged or defective so as to affect the Vessel's class, such defects shall be made good by the Sellers at their expense to the satisfaction of the Classification Society without condition/recommendation'. In such event the Sellers are to pay also for the cost of the underwater inspection and the Classification Society's attendance.

(iii) If the Vessel is to be drydocked pursuant to Clause 6 (b) (ii) and no suitable dry-docking facilities are available at the port of delivery, the Sellers shall take the Vessel to a port where suitable drydocking facilities are available, whether within or outside the delivery range as per Clause 5 b). Once drydocking has taken place the Sellers shall deliver the Vessel at a port within the delivery range as per Clause 5 (b) which shall, for the purpose of this Clause, become the new port of delivery. In such event the cancelling date provided for in Clause 5 (b) shall be extended by the additional time required for the drydocking and extra steaming, but limited to a maximum of 14 running days.

(c) If the Vessel is drydocked pursuant to Clause 6 (a) or 6 (b) above

(i) the Classification Society may require survey of the tailshaft system, the extent of the survey being to the satisfaction of the Classification surveyor. If such survey is not required by the Classification Society, the Buyers shall have the right to require the tailshaft to be drawn and surveyed by the Classification Society, the extent of the survey being in accordance with the Classification Society's rules for tailshaft survey and

議為止。

(b)*

(i) 船舶無須入塢即可交船。然買方有權以其費用於船舶交船前安排船級協會所認可之潛水人員進行水下檢查。賣方應以其費用使船舶得以進行該檢查。檢查範圍及所應履行之條件等，均應符合船級協會之要求。如交船港情況不適宜進行該檢查者，賣方應安排將船舶移往鄰近交船港之另一適合替代地點。

(ii) 如船舵、螺旋槳、船底或最深水線以下其他部分有斷裂、損壞或缺陷，以致於會影響船舶船級者，除非可滿足船級協會要求可進行船舶水上修理，否則賣方應自費安排將船舶入塢，由船級協會檢查最深水線之水面下部位，檢查範圍及所應履行之條件等，均應符合船級協會之要求。如船舵、螺旋槳、船底或最深水線以下其他部分有斷裂、損壞或缺陷，以致於會影響船舶船級者，則該瑕疵應由賣方自費修復至符合船級協會無註記任何條件或建議為止。於此情況，賣方亦應該水下檢查及船級協會之費用。

(iii) 如船舶依第 6(b)(ii)應予以入塢，但於交船港無適當之入塢設施時，賣方應安排船舶移往具有適當入塢設施之港口，無論該港口是否位於第 5(b)條所規定之交船區域內之外。一旦入塢，賣方依第 5(b)條應將船舶於交船區域內之港口為交船之規定，為本條之目的，該入塢港即成為新的交船港。於此情況下，第 5(b)條所規定之解約日，亦應予以延展包括為該入塢所需之額外時間及額外航行，但此期間最高不應超過 14 個連續日。

(c) 如船舶依前述第 6(a)或 6(b)條入塢：

(i) 船級協會得要求進行尾軸系統檢查，檢查範圍應滿足船級協會驗船師之要求。如船級協會不要求是項檢查，買方仍有權要求抽出尾軸並由船級協會進行檢查，檢查範圍應依照船級協會有關尾軸檢查之相關規則及船舶檢驗週期之當時階段所需檢查項目。買方應於船級協會完成檢查前

consistent with the current stage of the Vessel's survey cycle. The Buyers shall declare whether they require the tailshaft to be drawn and surveyed not later than by the completion of the inspection by the Classification Society. The drawing and refitting of the tailshaft shall be arranged by the Sellers. Should any parts of the tailshaft system be condemned or found defective so as to affect the Vessel's class, those parts shall be renewed or made good at the Sellers' expense to the satisfaction of the Classification Society without condition/recommendation.

- (ii) the expenses relating to the survey of the tailshaft system shall be borne by the Buyers unless the Classification Society requires such survey to be carried out, in which case the Sellers shall pay these expenses. The Sellers shall also pay the expenses if the Buyers require the survey and parts of the system are condemned or found defective or broken so as to affect the Vessel's class.
- (iii) the expenses in connection with putting the Vessel in and taking her out of drydock, including the drydock dues and the Classification Society's fees shall be paid by the Sellers if the Classification Society issues any condition/recommendation as a result of the survey or if it requires survey of the tailshaft system. In all other cases the Buyers shall pay the aforesaid expenses, dues and fees.
- (iv) the Buyers' representative shall have the right to be present in the drydock, but without interfering with the work or decisions of the Classification surveyor.
- (v) the Buyers shall have the right to have the underwater parts of the Vessel cleaned and painted at their risk and expense without interfering with the Sellers' or the Classification surveyor's work, if any, and without affecting the Vessel's timely delivery. If, however, the Buyers' work in drydock is still in progress when the Sellers have completed the work which the Sellers are required to do, the additional docking time needed to complete the Buyers' work shall be for the Buyers' risk and expense. In the event that the Buyers' work requires such additional time, the Sellers may upon completion of the Sellers' work tender Notice of Readiness for delivery whilst the Vessel is still in drydock and the Buyers shall be obliged to take delivery in accordance with Clause 3, whether the Vessel is in drydock or not and irrespective of Clause 5 (b).

*Notes, if any, in the surveyor's report which are accepted by the Classification Society without condition/recommendation are not to be taken into account.

6(a) and 6 (b) are alternatives; delete whichever is not applicable. In the absence of deletions, alternative 6 (a) to apply.

7. Spares/bunkers, etc.

The Sellers shall deliver the Vessel to the Buyers with

聲明其是否要求抽出尾軸檢查。賣方應安排尾軸之抽出及重裝作業。如尾軸系統任何部位有發現損壞或瑕疵，以致於會影響船舶之船級者，該部位應由賣方自費予以更換或修復修復至符合船級協會無註記任何條件或建議為止。

- (ii) 有關尾軸系統檢查費用應由買方負擔，然若項檢查為船級協會要求進行者除外，於此情況下，賣方應負擔尾軸系統檢查費用。如買方要求檢查且該系統任何部分有發現損壞或瑕疵以致影響船舶之船級者，是項費用亦應由賣方負擔之。
- (iii) 如船級協會檢查後有簽註任何條件或建議或如船級協會要求尾軸系統檢查者，有關船舶入出塢之費用，包括塢費及船級協會之費用即應由賣方負擔。於其他情況，前述費用或花費由買方負擔。
- (iv) 船舶入塢檢查，買方代表有權指派代表到場，然不應干擾船級協會驗船師之任何工作或決定。
- (v) 於不干扰賣方或船級協會驗船師工作之情況下，買方有權以其風險及費用進行船舶水下部位之清理及油漆，如有進行是項工作，亦不應影響船舶交船時間。如賣方應進行之工作業已完成，而買方工程尚在持續中者，為完成買方工程之額外入塢期間之風險及費用由買方承擔之。於買方工程需要該額外時間之情況，賣方於賣方工作完成後，如船舶仍位於塢內，賣方仍得發送交船備就通知，無論船舶是否尚位於塢內或不論第5(b)條規定為何，買方均有義務依第3條規定接受交船。

*注意，如有，業經接受之船級協會未簽註任何條件或建議之驗船報告不應列入考量。

第6(a)及第6(b)條為選擇條款；於不適用時予以刪除。如無刪除，應適用第6(a)條。

7. 備件/燃料等

賣方交付船舶給買方時，包括屬於該船一切

everything belonging to her on board and on shore. All spare parts and spare equipment including spare tail-end shaft(s) and/or spare propeller(s)/propeller blade(s), if any, belonging to the Vessel at the time of inspection used or unused, whether on board or not shall become the Buyers' property, but spares on order are to be excluded. Forwarding charges, if any, shall be for the Buyers' account. The Sellers are not required to replace spare parts including spare tail-end shaft(s) and spare propeller(s)/propeller blade(s) which are taken out of spare and used as replacement prior to delivery, but the replaced items shall be the property of the Buyers. The radio installation and navigational equipment shall be included in the sale without extra payment if they are the property of the Sellers. Unused stores and provisions shall be included in the sale and be taken over by the Buyers without extra payment.

The Sellers have the right to take ashore crockery, plates, cutlery, linen and other articles bearing the Sellers' flag or name, provided they replace same with similar unmarked items. Library, forms, etc., exclusively for use in the Sellers' vessel(s), shall be excluded without compensation. Captain's, Officers' and Crew's personal belongings including the slop chest are to be excluded from the sale, as well as the following additional items (including items on hire):

The Buyers shall take over the remaining bunkers and unused lubricating oils in storage tanks and sealed drums and pay the current net market price (excluding barging expenses) at the port and date of delivery of the Vessel.

Payment under this Clause shall be made at the same time and place and in the same currency as the Purchase Price.

8. Documentation

The place of closing:

In exchange for payment of the Purchase Price the Sellers shall furnish the Buyers with delivery documents, namely:

- (a) Legal Bill of Sale in a form recordable in _____ (the country in which the Buyers are to register the Vessel), warranting that the Vessel is free from all encumbrances, mortgages and maritime liens or any other debts or claims whatsoever, duly notarially attested and legalized by the consul at such country or other competent authority.
- (b) Current Certificate of Ownership issued by the competent authorities of the flag state of the Vessel.
- (c) Confirmation of Class issued within 72 hours prior to delivery.
- (d) Current Certificate issued by the competent authorities stating that the Vessel is free from registered encumbrances.
- (e) Certificate of Deletion of the Vessel from the Vessel's registry or other official evidence of deletion appropriate to the Vessel's registry at the time of delivery, or, in the event that the registry does not as a matter of practice issue such documentation immediately, a written undertaking by the Sellers to effect deletion from the Vessel's registry forthwith and furnish a Certificate or

位於船上或岸上之物品。所有備件及備用設備，包括備用尾軸及備用螺旋槳，凡在船舶檢查時屬於船舶物品，無論是否曾使用過，亦無論是否在船上，均應為買方財產，然訂購中之備件應予以除外。如有發生轉運費用，由買方負擔。賣方無須針對交船前已經從備料庫中取出用於更換的備件包括備用尾軸及備用螺旋槳為補充，然更換後之物件應為買方財產。無線電設備、導航設備如確實為賣方財產，即應包括於賣價中，無須另外付款。

賣方有權將印有賣方旗幟或名稱之器皿、盤、刀叉餐具、亞麻織品及其他物品取走上岸，然賣方應以無標誌之類似物品替代之。屬賣方專用之船上圖書、資料表格等不包括在內，賣方不予補償。船長、船副及船員之私人行李包括日用品儲藏箱及下列物品均不包括在本售價中：_____。

船上剩餘之燃料、未使用之潤滑油、備用品及糧食由買方接收並依交船地交船日之市價付款。

本條款之付款時間、地點及貨幣與賣價之付款相同。

8. 文件

終結地點：

作為價金支付之交換，賣方應向買方提交下列交船文件，亦即：

- (a) 可於_____ (買方將船舶為登記之國家) 為紀錄格式，擔保船舶已無任何債務、抵押權及海事優先權或無論任何性質之任何其他債務或求償，並經該國領事或其他適當機關簽證認可之合法船舶買賣契據。
- (b) 船舶之船旗國主管機關所簽發之現有所有權證書。
- (c) 交船前 72 小時內所簽發之船級確認書。
- (d) 主管機關所簽發，載明船舶已無任何登記債權之證明。
- (e) 來自船舶登記機關之船舶註銷登記證明，或於交船時船舶登記機關之其他正式註銷證明，或如該登記機關實務上未出具是項文件者，賣方同意會書面保證會進行船籍登記註銷，且於支付價金及船舶交船後不超過 4 日內立即將相關註銷證書或其他官方註銷證

other official evidence of deletion to the Buyers promptly and latest within 4 (four) weeks after the Purchase Price has been paid and the Vessel has been delivered.

- (f) Any such additional documents as may reasonably be required by the competent authorities for the purpose of registering the Vessel, provided the Buyers notify the Sellers of any such documents as soon as possible after the date of this Agreement.

At the time of delivery the Buyers and Sellers shall sign and deliver to each other a Protocol of Delivery and Acceptance confirming the date and time of delivery of the Vessel from the Sellers to the Buyers.

At the time of delivery the Sellers shall hand to the Buyers the classification certificate(s) as well as all plans etc., which are on board the Vessel. Other certificates which are on board the Vessel shall also be handed over to the Buyers unless the Sellers are required to retain same, in which case the Buyers to have the right to take copies. Other technical documentation which may be in the Sellers' possession shall be promptly forwarded to the Buyers at their expense, if they so request. The Sellers may keep the Vessel's log books but the Buyers to have the right to take copies of same.

9. Encumbrances

The Sellers warrant that the Vessel, at the time of delivery, is free from all charters, encumbrances, mortgages and maritime liens or any other debts whatsoever. The Sellers hereby undertake to indemnify the Buyers against all consequences of claims made against the Vessel which have been incurred prior to the time of delivery.

10. Taxes, etc.

Any taxes, fees and expenses in connection with the purchase and registration under the Buyers' flag shall be for the Buyers' account, whereas similar charges in connection with the closing of the Sellers' register shall be for the Sellers' account.

11. Condition on delivery

The Vessel with everything belonging to her shall be at the Sellers' risk and expense until she is delivered to the Buyers, but subject to the terms and conditions of this Agreement she shall be delivered and taken over as she was at the time of inspection, fair wear and tear excepted.

However, the Vessel shall be delivered with her class maintained without condition/recommendation*, free of average damage affecting the Vessel's class, and with her classification certificates and national certificates, as well as all other certificates the Vessel had at the time of inspection, valid and unextended without condition/recommendation' by Class or the relevant authorities at the time of delivery.

"Inspection" in this Clause 11, shall mean the Buyers' inspection according to Clause 4 (a) or 4 (b), if applicable, or the Buyers' inspection prior to the signing of this Agreement. If

明提供給買方。

- (f) 主管機關為船舶登記之目的所合理要求之任何額外文件，然對於這些文件，買方於本契約簽署日後應儘速通知賣方。

於交船時，買方及賣方應簽署並相互移交一「交船及接船協定」以確認船舶從賣方移交給買方之移交日期及時間。

於交船時，賣方應將船級證書及船上所有圖樣等文件移交給買方。船上其他證書亦應移交給買方，然賣方需要保留者除外，於此情況下，買方有權要求該文件資料之影本。賣方所擁有之其他技術性文件應以買方之費用移交給買方，一經賣方請求，賣方可持有船舶航行日誌，但買方有權要求該日誌之影本。

9. 債務

賣方擔保於交船時船舶已無任何債務、抵押權及海事優先權或無論任何性質之其他債務。對於交船前所發生得對船舶為主張之任何求償之所有後果，賣方謹此保證會補償買方。

10. 稅款等

任何與懸掛買方旗幟之船舶之購買及登記有關之稅款、費用及其他開支應由買方承擔；與賣方註銷船舶登記有關之類似費用應由賣方承擔。

11. 交船條件

賣方對屬於船舶之一切物品所應承擔之風險及費用應一直至船舶移交給買方為止，然適用本契約條件條款，船舶應依其接受檢查時之狀況為移交，自然損耗除外。

然船舶移交時，應具備無任何批註或建議*之船級、不應有任何會影響船級之海損損害，及具備其船級證書、國籍證書及船舶於檢查當時之所有其他證書、交船當時之有效無展期且無批註或建議之船級或相關證明。

第11條之“檢查”係指買方依第4(a)或第4(b)條規定所進行之檢查，或買方於簽署本契約前之檢查。如船舶係以無檢查方式移交，締

the Vessel is taken over without inspection, the date of this Agreement shall be the relevant date.

* Notes, if any, in the surveyor's report which are accepted by the Classification Society without condition/recommendation are not to be taken into account.

12. Name/markings

Upon delivery the Buyers undertake to change the name of the Vessel and alter funnel markings.

13. Buyers' default

Should the deposit not be paid in accordance with Clause 2, the Sellers have the right to cancel this Agreement, and they shall be entitled to claim compensation for their losses and for all expenses incurred together with interest.

Should the Purchase Price not be paid in accordance with Clause 3, the Sellers have the right to cancel the Agreement, in which case the deposit together with interest earned shall be released to the Sellers. If the deposit does not cover their loss, the Sellers shall be entitled to claim further compensation for their losses and for all expenses incurred together with interest.

14. Sellers' default

Should the Sellers fail to give Notice of Readiness in accordance with Clause 5 (a) or fail to be ready to validly complete a legal transfer by the date stipulated in line 61 the Buyers shall have the option of cancelling this Agreement provided always that the Sellers shall be granted a maximum of 3 banking days after Notice of Readiness has been given to make arrangements for the documentation set out in Clause 8. If after Notice of Readiness has been given but before the Buyers have taken delivery, the Vessel ceases to be physically ready for delivery and is not made physically ready again in every respect by the date stipulated in line 61 and new Notice of Readiness given, the Buyers shall retain their option to cancel. In the event that the Buyers elect to cancel this Agreement the deposit together with interest earned shall be released to them immediately.

Should the Sellers fail to give Notice of Readiness by the date stipulated in line 61 or fail to be ready to validly complete a legal transfer as aforesaid they shall make due compensation to the Buyers for their loss and for all expenses together with interest if their failure is due to proven negligence and whether or not the Buyers cancel this Agreement.

15. Buyers' representatives

After this Agreement has been signed by both parties and the deposit has been lodged, the Buyers have the right to place two representatives on board the Vessel at their sole risk and expense upon arrival at _____ on or about _____.

約日期即為相關日期。

* 註：如有船級協會所接受之無批註或建議之公證報告，不應列入考量。

12. 船名與標記

交船時，買方應負責更換船名及煙囪上之標幟。

13. 買方違約責任

如買方未依第 2 條規定支付保證金，賣方有權解除本契約，且其有權請求賠償其損失及包括連帶所生利息在內之所有費用。

如買方未依第 3 條規定支付價金，賣方有權解除本契約，於此情況下，賣方應將保證金及利息返還買方。如保證金無法支應賣方損失，就該損失及包括連帶所生利息在內之所有費用，賣方有權額外求償。

14. 賣方違約責任

如賣方無法依第 5(a)條提出交船備就通知或無法依第 61 行所規定之日期準備好完成法定移轉手續，買方有權解除本契約，然於賣方提出交船備就通知後，可賦予其最高不超過三個銀行日之期限，以使其能安排第 8 條所規定之文件。如提出交船備就通知後，買方接收船舶前，船舶實質上無法為移交，且於任何情況下，無法於第 61 行所規定之日期備就以待移交而提交一新的交船備就通知，買方解約權即應受到限制。於此情況下，買方選擇解除本契約時，保證金及其利息應立即歸還。

如賣方無法依第 61 行規定之日期提出交船備就通知或未能依前述規定準備好完成法定移轉手續，如經證明該違約為疏忽所致，無論買方解除本契約與否，賣方均應適度賠償買方之損失及包括利息在內之所有費用。

15. 買方代表

本契約經雙方簽字且保證金繳付後，買方有權指派二名代表，以其自身風險及費用於本船於或約於 _____ 日抵達 _____ 時上船。該代表上船目的係為熟悉該船，僅具觀

These representatives are on board for the purpose of familiarisation and in the capacity of observers only, and they shall not interfere in any respect with the operation of the Vessel. The Buyers' representatives shall sign the Sellers' letter of indemnity prior to their embarkation.

察人立場，其不應針對船舶操作任何事項有所干擾。買方代表於上船啟航前應簽署賣方所提供之切結書。

16. Arbitration

16. 仲裁

- (a) *This Agreement shall be governed by and construed in accordance with English law and any dispute arising out of this Agreement shall be referred to arbitration in London in accordance with the Arbitration Acts 1950 and 1979 or any statutory modification or re-enactment thereof for the time being in force, one arbitrator being appointed by each party. On the receipt by one party of the nomination in writing of the other party's arbitrator, that party shall appoint their arbitrator within fourteen days, failing which the decision of the single arbitrator appointed shall apply. If two arbitrators properly appointed shall not agree they shall appoint an umpire whose decision shall be final.
- (b) * This Agreement shall be governed by and construed in accordance with Title 9 of the United States Code and the Law of the State of New York and should any dispute arise out of this Agreement, the matter in dispute shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for purpose of enforcing any award, this Agreement may be made a rule of the Court. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc. New York.
- (c) Any dispute arising out of this Agreement shall be referred to arbitration at _____, subject to the procedures applicable there.
The laws of _____ shall govern this Agreement.

- (a) *本契約應受英國法規及解釋，本契約之任何爭議應於倫敦依 1950 年及 1979 年仲裁法或其後任何生效實施之修正交付仲裁，任一方指定一仲裁人。於收到他方仲裁人之書面指定時，該方即應於 14 天日指定其仲裁人，如未為指定，即應適用所指定之單一仲裁人之仲裁判決。如二位已經指派之仲裁人無法達成協議，其應指定一公斷人，以該公斷人之裁決為最終裁決。
- (b) *本契約應受美國法典第 9 卷及美國紐約州規範並為解釋，且本契約所生之任何爭議，該事項應於紐約提交給三人，任一方指定一人，第三人由所指定之二人為指定；其或其中二人之裁決應為最終裁決，且為能強制執行仲裁判斷之目的，本契約得以法院規則進行。仲裁程序應依紐約海事仲裁人協會規則進行之。
- (c) 任何本契約所生之爭議應於_____ (地點) 交付仲裁並依該地所適用之仲裁程序。
本契約準據法為_____法。

** 16 (a), 18 (b) and 16 (c) are alternatives; delete whichever is not applicable. In the absence of alternative 16 (a) to apply.*

** 第 16(a)、18(b)及第 16(c)條為選擇條款；於不適用時予以刪除。如無刪除，應適用第 16(a)條。*