

波羅地海國際海事理事會
國際海洋拖帶契約(總額計酬)

(文書編號：TOWCON)

The Baltic and International Maritime Council -BIMCO
INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMPSUM)
CODE NAME: "TOWCON"

TOWCON

<p>1. Date and place of Agreement 1. 契約簽訂日期及地點</p>	<p>RECOMMENDED INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMPSUM) CODE NAME: "TOWCON"</p> <p>波羅地海國際海事理事會國際海洋拖帶契約 (總額計酬)</p> <p style="text-align: right;">PART I 第一部分</p>	
<p>2. Tugowner/place of business 2. 拖船所有人/營業處所</p>	<p>3. Hirer/place of business 3. 承租人/營業處所</p>	
<p>4. Tow (name and type) 4. 被拖船(名稱及類型)</p>	<p>5. Gross tonnage/displacement tonnage 5. 總噸位/排水噸</p>	
<p>6. Maximum length/maximum breadth & towing draught (fore and aft) 6. 最大長度/最大寬度及拖帶吃水(艏吃水及艉吃水)</p>	<p>7. Flag and place of registry 7. 船旗及登記地點</p>	
<p>8. Registered owners 8. 登記船舶所有人</p>	<p>9. Classification society 9. 船級協會</p>	
<p>10. P. & I. liability insurers 10. 防護及補償保賠責任承保險人</p>	<p>11. General condition of tow 11. 被拖船情況</p>	
<p>12. Particulars of cargo and/or ballast and/or other property on board the tow 12. 被拖船上貨物及/或壓艙水及/或其他財產詳細情況</p>		
<p>13. Tug (name and type) 13. 拖船(船名及類型)</p>	<p>14. Flag and place of registry 14. 船旗及登記地</p>	
<p>15. Gross tonnage 15. 總噸位</p>	<p>16. Classification society 16. 船級協會</p>	
<p>17. P. & I. liability insurers 17. 防護及補償責任保險人</p>		
<p>18. Certificated bollard pull (if any) 18. 經鑒定的繫纜拖力(如有)</p>	<p>19. Indicated horse power 19. 指示馬力</p>	
<p>20. Estimated daily average bunker oil consumption in good weather and smooth water (a) at full towing power with tow (b) at full sea speed without tow 20. 良好天氣及海象時預計燃油平均日耗量 (a) 拖帶被拖船全速拖帶時 (b) 不拖帶被拖船全速航時</p>		
<p>21. Winches and main towing gear 21. 絞車及主要拖帶索具</p>		

"TOWHIRE" INTERNATIONAL OCEAN TOWAGE AGREEMENT (LUMP SUM)

22. Nature of service(s) (Cl. 1) 22.服務性質(第1條)	23. Contemplated route (Cl. 17) 23.計畫航線(第17條)
23. Place of departure (Cl. 7) 23.起拖地(第8條)	24. Date of departure(Cl.8) 24.起拖日期(第8條)
26. Free time at place of departure (Cl. 2(g)) 26. 起拖地之自由時間(第2(g)款)	27. Free time at place of destination (Cl. 2(g)) 27.目的地之自由時間(第2(g)款)
28. Notice (Place of departure) (Cl. 7(c)) (a) Initial departure period (from/to) (b) Initial departure notice (days notice/days period) (c) Final departure period and notice (days notice/days period) (d) Final departure time and date notice (days notice) (e) Notices to be given to 28.通知(起拖地)(第7(c)款) (a) 初步起拖期間(從/至) (b) 初步起拖通知(通知日期/期間) (c) 最後起拖及通知日期(通知日期/期間) (d) 最後起拖時間及通知日期(通知日期) (e) 通知收受人	29. Delay payment (Cl. 2(g)) (a) Port rate (b) Sea rate 29.遲延款項(第2(g)款) (a)港口費率 (b)海上費率
32. Lump sum towage price (also state when each instalment due and payable) (Cl. 2) (a) Lump sum towage price (b) amount due and payable on signing agreement (c) amount due and payable on sailing of tug & tow from place of departure (d) amount due and payable on passing of tug and tow off (e) amount due and payable on arrival of tug & tow at place of destination. 32.拖帶總額酬金價格(請註明每一分期到期及應付之金額)(第2條) (a) 總額酬金拖帶價格 (b) 簽約時到期應支付之數額 (c) 拖船及被拖船自起航港航行時應付之數額 (d) 拖船及被拖船拖帶進行時應付之數額 (e) 拖船及被拖船抵達目的地應付之數額	30. Riding crew to be provided by (also state number to be provided) (Cl. 9) 30.由誰提供隨船船員(並註明所提供的人數)(第9條)
34. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 5) 34.任何條項自到期後____天(寫明天數)起按年利率(%)支付利息(第5條)	31. If riding crew provided by Tugowner state amount per man per day payable by Hirer (Cl. 9) 31.如由拖船所有人提供隨船船員,註明承租人對每人每天應付金額(第9條)
36. Current Cost of tug's bunker oil (also state type of bunkers) (Cl 2(e)) 36.當時拖船燃油成本(請註明燃油種類)(第2條(e)款)	33. Payment of lump sum & other amount (state currency, mode of payment, place of payment and bank account) (Cl. 2) 34.總額酬金及其他費用之支付(說明貨幣、支付方式、支付地點及銀行帳號)(第2條)
38. Cancellation fee (Cl. 16) 38.取消契約(第16條)	35. Security (state sum, by whom to be provided and when) (optional, only to be filled in if expressly agreed) (Cl.6) 35.保證金(註明金額、由誰提交、何時提交(如經明確協議,應填入))(第6條)
	37. Cancelling date, if any agreed (Cl. 16(e)) 37.解約日期(如經協議)(第16條(e)款)
	39. Numbers of additional clauses, covering special provisions, if agreed 39.經協議的特別規定的附加條款之條數

It is mutually agreed between the party mentioned in Box 2 (hereinafter called "the Tugowner") and the party mentioned in Box 3 (hereinafter called "the Hirer") that the Tugowner shall, subject to the terms and conditions of this Agreement which consists of PART I including additional clauses, if any agreed and stated in Box 39, and PART II, use his best endeavours to perform the towage or other service(s) as set out herein. In the event of a conflict of terms and conditions, the provisions of PART I and any additional clauses, if agreed, shall prevail over those of PART II to the extent of such conflict but no further. 由第2欄所指定之一方(下稱拖船所有人)及第3欄中所指定之一方(下稱承租人)雙方協議,拖船所有人應根據由第一部分及經協議並載明第39欄之附加條款及第二部分所組成的本契約條款及條件,盡最大努力完成本契約所規定的拖帶及其他服務。一旦條款與條件間互有抵觸,應以第一部分條款及經協議之附加條件為準,然僅限於該抵觸部分,而不涉及其他內容。

Signature (Tugowner) 簽字(拖船所有人)	Signature (Hirer) 簽字(承租人)
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PART II

1. The Tow

"The Tow" shall include any vessel, craft or object of whatsoever nature including anything carried thereon as described in PART I to which the Tugowner agrees to render the service(s) as set out in Box 22.

2. Price and Conditions of Payment

- (a) The Hirer shall pay the Tugowner the sum set in Box 32 (hereinafter called "the Lump Sum").
- (b) The Lump Sum shall be payable as set out in Boxes 32 and 33.
- (c) The Lump Sum and all other sums payable to the Tugowner under this Agreement shall be payable without any discount, deduction, set-off, lien, claim or counter-claim, each instalment of the Lump Sum shall be fully and irrevocably earned at the moment it is due as set out in Box 32, Tug and/or Tow lost or not lost, and all other sums shall be fully and irrevocably earned on a daily basis.
- (d) All payments by the Hirer shall be made in the currency and to the bank account specified in Box 33.
- (e) In the event that the average price per metric tonne of bunkers actually paid by the Tugowner differs from the amounts specified in Box 36 then the Hirer or the Tugowner, as the case may be, shall pay to the other the difference per metric tonne for every metric tonne consumed during the voyage.
The average price specified above shall be the average of the prices per metric tonne actually paid by the Tugowner on the basis of quantities purchased at the last bunkering port prior to the voyage, any bunkering port during the voyage, and the first bunkering port after completion of the voyage. The log book of the Tug shall be prima facie evidence of the quantity of bunkers consumed.
- (f) Any Delay Payment due under this Agreement shall be paid to the Tugowner as and when earned on presentation of the invoice.
- (g) The Free Time specified in Boxes 26 and 27 shall be allowed for the connecting and disconnecting of the Tow and all other purposes relating thereto. Free Time shall commence when the Tug arrives at the pilot station at the place of departure or the Tug and Tow arrives at the pilot station at the place of destination or anchors or arrives at the usual waiting area off such places. Should the Free Time be exceeded, Delay Payment(s) at the rate specified in Box 29 shall be payable until the Tug and Tow sail from the place of departure or the Tug is free to leave the place of destination.

3. Additional Charges and Extra Costs

- (a) The Hirer shall appoint his agents at the place of departure and place of destination and ports of call or refuge and shall provide such agents with adequate funds as required.
- (b) The Hirer shall bear and pay as and when they fall due:-

第二部分

1. 被拖船

“被拖船”包括船舶、艇具或不論任何性質之物件，包括拖船所有人同意為其提供第 22 欄所述服務並在第一部分所載之任何物件。

2. 價格及支付條件

- (a) 承租人應依第 32 欄所規定之數額(以下稱「總額酬金」)支付拖船所有人。
- (b) 總額酬金應依第 32 欄及第 33 欄規定支付之。
- (c) 總額酬金及依本契約所應支付給拖船所有人之所有其他款項，不得有任何折扣、扣減、抵銷、留置扣錢或反求償，總額酬金任何分期付款應於第 32 欄所規定之日期到期應付，不論拖船或被拖船全損或未全損，應按日不可撤銷地全部為拖船所有人所賺得。
- (d) 租船人所支付之所有款項應依第 33 欄所規定之幣值及銀行帳戶支付之。
- (e) 如拖船所有人實際支付之每噸燃油平均價格不同於第 36 欄所載明之金額，則承租人或拖船所有人應支付航程所耗之每噸燃油差價給對方。

前述所載之平均價格應為拖船所有人基於航程開始前最後加油港、航程中之任何加油港及航程完成後之第一加油港所購數量之實際支出之平均價格。拖船航海日誌應作為燃料耗費之表面證據。

- (f) 本契約應付之任何遲延付款，應於提示發票時視為賺得並應支付給拖船所有人。
- (g) 第 26 及 27 欄所規定之自由時間，應用於被拖船之繫拖纜或解拖纜及與此有關之所有其他目的。自由時間應自拖船抵達起拖港之引水點，或拖船及被拖船抵達目的地之引水點或下錨或抵達該地通常候待區時起算。超過自由時間者，應支付第 29 欄所規定之遲延費率，以迄拖船及被拖船自起拖地啟航或拖船得自由離開目的地為止。

3. 附加費用及額外成本

- (a) 承租人於啟航地、目的地及停靠港或避難港應指定其代理人，並應提供該代理人適當所需之資金。
- (b) 於下列費用應予支付時，承租人應負擔

- (i) All port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of both the Tug and the Tow.
 - (ii) All taxes, (other than those normally payable by the Tugowner in the country where he has his principal place of business and in the country where the Tug is registered) stamp duties or other levies payable in respect of or in connection with this Agreement or the payments of the Lump Sum or other sums payable under this Agreement or the services to be performed under or in pursuance of this Agreement, any Customs or Excise duties and any costs, dues or expenses payable in respect of any necessary permits or licences.
 - (iii) The cost of the services of any assisting tugs when deemed necessary by the Tugmaster or prescribed by Port or other Authorities.
 - (iv) All costs and expenses necessary for the preparation of the Tow for towing (including such costs or expenses as those of raising the anchor of the Tow or tending or casting off any moorings of the Tow).
 - (v) The cost of insurance of the Tow shall be the sole responsibility of the Hirer to provide.
- (c) All taxes, charges, costs, and expenses payable by the Hirer shall be paid by the Hirer direct to those entitled to them. If, however, any such tax, charge, cost or expense is in fact paid by or on behalf of the Tugowner (notwithstanding that the Tugowner shall under no circumstances be under any obligation to make such payments on behalf of the Hirer) the Hirer shall reimburse the Tugowner on the basis of the actual cost to the Tugowner upon presentation of invoice.

並支付下列費用：

- (i) 向拖船及被拖船洽收或其應支付之所有港口費用、引水費、港埠及運河費及所有其他類似性質之費用。
 - (ii) 所有稅捐(拖船所有人於其主事務所所在地及拖船登記國通常應支付者除外)、印花稅或有關或與本契約或總額酬金或依本契約其他應支付之款項或於或依本契約服務之實施所應負擔之稅賦、任何關稅或貨物稅及與任何必要之許可或執照所應支付之其他成本、稅捐或費用。
 - (iii) 拖船船長認為需要或港口或其他主管機關要求時之任何協助拖船服務成本。
 - (iv) 被拖船為拖帶整備所需之所有成本及費用(包括被拖船升起錨鍊或被拖船任何纜繩之解拋成本或費用)。
 - (v) 被拖船之保險費用完全應由承租人提供負擔。
- (c) 承租人應支付之所有稅捐、費用、成本及花費應由承租人直接支付給有權收取該款項之人。然如任何該稅捐、費用、成本及花費事實上係由或代表拖船所有人支付者(無論拖船所有人於任何情況下是否有義務代表承租人支付是項費用)，一經提出發票，承租人應就實際成本補償拖船所有人。

4. War Risk Escalation Clause

The Lump Sum is based and assessed on all war risk insurance costs applicable to the Tugowner in respect of the contemplated voyage in effect on the date of this Agreement.

In the event of any subsequent increase or decrease in the actual costs due to the Tugowner fulfilling his obligations under this Agreement, the Hirer or the Tugowner, as the case may be, shall reimburse to the other the amount of any increase or decrease in the war risk, confiscation, deprivation or trapping insurance costs.

5. Interest

If any amounts due under this Agreement are not paid when due, then interest shall accrue and shall be paid in accordance with the provisions of Box 34, on all such amounts until payment is received by the Tugowner.

6. Security

The Hirer undertakes to provide, if required by the Tugowner, security to the satisfaction of the Tugowner in the form and in

4. 戰爭險情勢變更條款

總額酬金係以本契約生效日，針對實際規劃航程所投保適用於拖船所有人之所有戰爭險保費為基礎。

如拖船所有人因履行本契約義務，實際所生費用嗣後有增加或減少，則承租人或拖船所有人即須視情將戰爭危險、沒收、剝奪或誘押之保險費用增減金額補償他方。

5. 利息

如本契約任何應付金額而到期未付者，則須依照第 34 欄規定對所有上述金額計算利息，以迄拖船所有人收到金額為止。

6. 保證金

一經拖船所有人請求，承租人應以第 35 欄所列方式、數額、時間及地點提出使拖船

the sum, at the place and at the time indicated in Box 35 as a guarantee for due performance of the Agreement. Such security shall be returned to the guarantor when the Hirer's financial obligations under this Agreement have been met in full.
(Optional, only applicable if Box 35 filled in).

所有人滿意之保證金，作為其能及時履行契約之保證，承租人一旦履行其於本契約下之財務義務，該項保證金應即退還給保證人。
(本條款供選擇，僅在第 35 欄有填寫時適用)

7. Place of Departure/Notices

- (a) The Tow shall be tendered to the Tugowner at the place of departure stated in Box 24.
- (b) The precise place of departure shall always be safe and accessible for the Tug to enter, to operate in and for the Tug and Tow to leave and shall be a place where such Tug is permitted to commence the towage in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner which shall not be unreasonably withheld.
- (c)
- (i) The Tow shall be ready to sail from the Place of Departure between the dates indicated in Box 28 (a), hereinafter called the Initial Departure Period.
- (ii) The Hirer shall give the Tugowner such notice as is stipulated in Box 28 in respect of Initial Departure Notice (Box 28 (b)), Final Departure Period Notice (Box 28 (c)) and Final Departure Time and Date Notice (Box 28 (d)).
- (iii) The Tow shall be offered to the Tugowner, duly certificated and otherwise in accordance with the terms and conditions of this Agreement.
- (d) If the Hirer fails to comply strictly with the provisions of Cl. 7(c) the date of departure shall be deemed to be either the last day of the Initial Departure Period or the last day of the Final Departure Period, whichever is earlier, and this date shall be binding for all consequences arising in respect of Delay Payments and any other payments due or charges incurred in the performance of this Agreement.

7. 起拖地/通知

- (a) 被拖船應於 24 欄所規定之起拖地提供給拖船所有人。
- (b) 起拖港之準確地點應是拖船可安全及易於進入、作業及使拖船同被拖船安全駛離，並應是依照當地或其他規定、要求或法規能使拖船獲准起拖之地點，同時另須取得拖船所有人之認可。對拖船所有人不應無故拒絕。
- (c)
- (i) 於起拖地啟航至第 28 欄 a 款(以下稱初步起拖期間)所指定之日期期間，被拖船應備就航行。
- (ii) 租船人應給予拖船所有人第 28 欄所規定有關之初步起拖通知(第 28 欄 b 款)、最後起拖期間通知(第 28 欄 c 款)及最後起拖時間及日期通知(第 28 欄 d 款)。
- (iii) 提供給拖船所有人之被拖船應備有適當簽證及依本契約所規定之條件及條款。
- (d) 如租船人未能嚴格遵守第 7(c)條之規定，初步起拖期間之最末日或最後起拖期間之最末日，以較早者為準，應被視為起拖日，且該日應拘束與遲延付款及任何其他或履行本契約所生之應付款或費用之所有有關事項。

8. Place of Destination

- (a) The Tow shall be accepted forthwith and taken over by the Hirer or his duly authorised representative at the place of destination stated in Box 25.
- (b) The precise place of destination shall always be safe and accessible for the Tug and Tow to enter, to operate in, and for the Tug to leave and shall be a place where such Tug is permitted to redeliver the Tow in accordance with any local or other rules, requirements or regulations and shall always be subject to the approval of the Tugowner, which approval shall not be unreasonably withheld.

8. 目的地

- (a) 承租人或其正式授權之代表須於第 25 欄規定的目的地接收被拖船。
- (b) 目的地準確地點應可使拖船及被拖船能安全及易於進入、作業及使拖船安全駛離，並應是依照當地或其他規定、要求或法規，能使拖船獲准交付被拖船之地點，同時另須徵得拖船所有人認可。對此，拖船所有人不應無故拒絕。

9. Riding Crew

- (a) In the event that the Tug owner provides a Riding Crew for the Tow, such crew and their suitability for the work shall be in the discretion of the Tugowner. All expenses for such

9. 隨船船員

- (a) 如拖船所有人於被拖船上配置隨船船員，該船員及其對工作之適應能力應由拖船所有人判定。該人員之所有費用由

- personnel shall be for the account of the Tugowner.
- (b) In the event that any personnel are placed on board the Tow by the Hirer all expenses for such personnel will be for the account of the Hirer and such personnel shall be at all times under the orders of the Master of the Tug, but shall not be deemed to be the servants or agents of the Tugowner.
- (c) The Riding Crew shall be provided at the Hirer's sole expense with suitable accommodation, food, fresh water, life saving appliances and all other requirements to comply as necessary with the law and regulations of the law of the Flag of the Tug and/or Tow and of the States through the territorial waters of which the Tug will pass or enter. It is a requirement that members of the Riding Crew provided by the Hirer shall be able to speak and understand the English language or any other mutual language.

10. Towing Gear and Use of Tow's Gear

- (a) The Tugowner agrees to provide free of cost to the Hirer all towing hawsers, bridles and other towing gear normally carried on board the Tug, for the purpose of the towage or other services to be provided under this Agreement. The Tow shall be connected up in a manner within the discretion of the Tugowner.
- (b) The Tugowner may make reasonable use at his discretion of the Tow's gear, power, anchors, anchor cables, radio, communication and navigational equipment and all other appurtenances free of cost during and for the purposes of the towage or other services to be provided under this Agreement.

11. Permits and Certification

- (a) The Hirer shall arrange at his own cost and provide to the Tugowner all necessary licenses, authorisations and permits required by the Tug and Tow to undertake and complete the contractual voyage together with all necessary certification for the Tow to enter or leave all or any ports of call or refuge on the contemplated voyage.
- (b) Any loss or expense incurred by the Tugowner by reason of the Hirer's failure to comply with this Clause shall be reimbursed by the Hirer to the Tugowner and during any delay caused thereby the Tugowner shall receive additional compensation from the Hirer at the Tug's Delay Payment rate specified in Box 29.

12. Tow-worthiness of the Tow

- (a) The Hirer shall exercise due diligence to ensure that the Tow shall, at the commencement of the towage, be in all respects fit to be towed from the place of departure to the place of destination.
- (b) The Hirer undertakes that the Tow will be suitably trimmed and prepared and ready to be towed at the time when the Tug arrives at the place of departure and fitted and equipped with such shapes, signals, navigational and other lights of a

拖船所有人負擔。

- (b) 如被拖船上人員由承租人配置，則該人員之所有費用由承租人負擔。該人員應自始聽從拖船船長之指揮，然不應被視為拖船所有人之受雇人或代理人。
- (c) 承租人應依照拖船/被拖船旗國及拖船即將通過或進入其水域之國家之法律及規章之規定，為隨船船員提供合適食宿、淡水、救生裝備及一切必需品，其費用由承租人單方負擔。承租人提供之隨船船員須能說能懂英語或其他共同語言。

10. 拖帶索具及被拖船上索具的使用

- (a) 為實施本契約所約定之拖帶及其他服務，拖船所有人同意並免費提供承租人所有拖纜、繫纜、繫船索及拖船上通常攜帶的其他拖帶索具。被拖船應依照拖船所有人自行決定之方法為連接。
- (b) 為實施本契約所約定之拖帶或其他服務，拖船所有人於拖帶期間可自行決定免費合理使用被拖船上之索具、動力、錨、錨鏈、無線電、通訊及航海設備及一切其他屬具。

11. 許可及證件

- (a) 承租人應以其自己的費用，提供拖船所有人拖船及被拖船為承擔及完成契約航程所需之一切執照、授權及許可證及被拖船於規劃航程中進入或離開一切停靠港或避難港所需之證件。
- (b) 因承租人未履行本條款，因而使拖船所有人蒙受任何損失或費用者，承租人應補償拖船所有人，於因此造成之任何延誤期間，承租人須依照第 29 欄規定之拖船延滯費率額外補償拖船所有人。

12. 被拖船之適拖性

- (a) 於拖帶開始時，承租人應善盡謹慎注意，確保被拖船於各方面均適於從起拖地拖到目的地。
- (b) 承租人負責將拖船安排至起拖地時，應將被拖船予以適當調校、準備就緒以便拖帶，並配好拖帶所需形式之號型、信號、航行燈及其他燈具。

type required for the towage.

- (c) The Hirer shall supply to the Tugowner or the Tugmaster, on the arrival of the Tug at the place of departure an unconditional certificate of towworthiness for the Tow issued by a recognised firm of Marine Surveyors or Survey Organisation, provided always that the Tugowner shall not be under any obligation to perform the towage until in his discretion he is satisfied that the Tow is in all respects trimmed, prepared, fit and ready for towage but the Tugowner shall not unreasonably withhold his approval.
- (d) No inspection of the Tow by the Tugowner shall constitute approval of the Tow's condition or be deemed a waiver of the foregoing undertakings given by the Hirer.
- (c) 於拖船抵達起拖地時，承租人須向拖船所有人或拖船船長提交一份由公認的驗船協會或驗船機構所簽發之無條件適拖證明書。拖船所有人以其意見認為被拖船已在各方面整理準備就緒，適合並備妥待拖前，無執行拖帶之義務，但拖船所有人不應無故不予認可。
- (d) 拖船所有人對被拖船之檢驗不應構成對被拖船狀況之認可，或被視為放棄對承租人提供上述擔保之要求。

13. Seaworthiness of the Tug

The Tugowner will exercise due diligence to tender the Tug at the place of departure in a seaworthy condition and in all respects ready to perform the towage, but the Tugowner gives no other warranties, express or implied.

13. 拖船之適航性

拖船所有人須善盡謹慎注意地於起拖地提供處於適航狀態之拖船，並於所有方面做好拖帶準備，拖船所有人不作其他明示或默示之擔保。

14. Substitution of Tugs

The Tugowner shall at all times have the right to substitute any tug or tugs for any other tug or tugs of adequate power (including two or more tugs for one, or one tug for two or more) at any time whether before or after the commencement of the towage or other services and shall be at liberty to employ a tug or tugs belonging to other tugowners for the whole or part of the towage or other service contemplated under this Agreement. Provided however, that the main particulars of the substituted tug or tugs shall be subject to the Hirer's prior approval, but such approval shall not be unreasonably withheld.

14. 拖船之替代

無論拖帶或其他服務開始與否，拖船所有人有權隨時以其他合適馬力之拖船替換任何拖船(包括兩艘或多艘拖船替換一艘拖船，或一艘拖船替換兩艘或多艘拖船)。拖船所有人有權雇用屬於其他拖船所有人之拖船執行本契約中規劃應完成之全部或部分拖帶或者其他事務，然替換拖船之主要規格須經承租人事先認可。對此，承租人不應無故拒絕。

15. Salvage

- (a) Should the Tow break away from the Tug during the course of the towage service, the Tug shall render all reasonable services to re-connect the towline and fulfill this Agreement without making any claim for salvage.
- (b) If at any time the Tugowner or the Tugmaster considers it necessary or advisable to seek or accept salvage services from any vessel or person on behalf of the Tug or Tow, or both, the Hirer hereby undertakes and warrants that the Tugowner or his duly authorised servant or agent including the Tugmaster have the full actual authority of the Hirer to accept such services on behalf of the Tow on any reasonable terms.
- (a) 於拖帶過程中，如被拖船與拖船脫離，拖船須提供一切合理服務重新接纜，並完成本契約所約定之任務，不得請求任何救助費用。
- (b) 如於任何時候拖船所有人或拖船船長認為有必要或可行，代表拖船或被拖船或其二者尋求或接受其他船艦或其他人之救助服務時，承租人於此同意並擔保拖船所有人或其正式授權之工作人員或代理人包括拖船船長，具有承租人之完全授權，以任何合理條件，代表被拖船接受上述救助服務。

15. 海難救助

16. Cancellation and Withdrawal

- (a) At any time prior to the departure of the Tow from the place of departure the Hirer may cancel this Agreement upon payment of the cancellation fee set out in Box 38. If cancellation takes place whilst the Tug is en route to the
- (a) 承租人可於起拖地拖帶開始前之任何時候，支付第 38 欄所規定之取消契約費後取消本契約。如拖船駛往起拖地途中為是項取消者，或已到達起拖地或其

16. 取消及撤銷

place of departure or after the Tug has arrived at or off the place of departure then in addition to the said cancellation fee the Hirer shall pay any additional amounts due under this Agreement.

- (b) In the event that the towage operation is terminated after departure from the place of departure, but before the Tow arrives at the place of destination without fault on the part of the Tugowner, his servants or agents, the Tugowner shall be entitled to be paid, and if already paid to retain all sums payable according to Box 32, accrued Delay Payments and any other amounts due under this Agreement. The above amounts are in addition to any damages the Tugowner may be entitled to claim for breach of this Agreement.
- (c) The Tugowner may without prejudice to any other remedies he may have leave the Tow in a place where the Hirer may take repossession of it and be entitled to payment of the Lump Sum less expenses saved by the Tugowner and all other payments due under this Agreement, upon any one or more of the following grounds:
- (i) If there is any delay or delays (other than delay caused by the Tug) at the place of departure exceeding in aggregate 21 running days.
- (ii) If there is any delay or delays (other than a delay caused by the Tug) at any port or place of call or refuge exceeding in aggregate 21 running days.
- (iii) If the security as may be required according to Box 35 is not given within 7 running days of the Tugowner's request to provide security.
- (iv) If the Hirer has not accepted the Tow within 7 running days of arrival at the place of destination.
- (v) If any amount payable under this Agreement has not been paid within 7 running days of the date such sums are due.
- (d) Before exercising his option of withdrawing from this Agreement as aforesaid, the Tugowner shall if practicable give the Hirer 48 hours notice (Saturdays, Sundays and public Holidays excluded) of his intention so to withdraw.
- (e) Should the Tug not be ready to commence the towage at the latest at midnight on the date, if any, indicated in Box 37, the Hirer shall have the option of cancelling this Agreement and shall be entitled to claim damages for detention if due to the wilful default of the Tugowner. Should the Tugowner anticipate that the Tug will not be ready, he shall notify the Hirer thereof by telex, cable or otherwise in writing without delay stating the expected date of the Tug's readiness and ask whether the Hirer will exercise his option to cancel. Such option to cancel must be exercised within 48 hours after the receipt of the Tugowner's notice, otherwise the third day after the date stated in the Tugowner's notice shall be deemed to be the new agreed date to commence the towage in accordance with this Agreement.
- 附近，則承租人除支付取消契約費外，尚應支付本契約所約定應付之額外費用。
- (b) 非因拖船所有人及其受雇人或代理人之過失，拖帶作業於起拖地啟航後及到達目的地前因故終止，拖船所有人有權取得(如已支付，則有權保留)依照第 32 欄所約定支付之一切金額、所發生之延滯費及依據本契約應付之任何其他費用。上述費用係違反本契約，船舶所有人有權就其所受損害提出求償之外之費用。
- (c) 於不損害拖船所有人可能享有之任何其他補償情況下，拖船所有人可將被拖船留在承租人能取回之地點，並依據以下一或多種原因有權獲得契約總額扣除拖船所有人所節省之費用後之餘額及依照本契約應付之一切其他費用：
- (i) 於起拖地之延誤(拖船引起之延誤除外)合計超過 21 天連續日。
- (ii) 於停靠港/地或避難港/地之延誤(拖船引起之延誤除外) 合計超過 21 天連續日。
- (iii) 根據第 35 欄要求提交之保證金，於拖船所有人要求後 7 連續天內未提交。
- (iv) 抵達目的地後 7 連續天內，承租人未接收被拖船。
- (v) 依據本契約應付之任何金額於到期日後 7 連續天內尚未支付。
- (d) 於決定是否依前述規定撤銷本契約前，如可行，拖船所有人應給予 48 小時通知(星期六、星期日及法定假日除外)將撤銷的意圖通知承租人。
- (e) 如拖船遲至第 37 欄指定日期午夜尚未準備就緒啟航，承租人可解除本契約並有權對拖船所有人故意違約所造成的延滯損失提出求償。如拖船所有人預估拖船無法準備就緒，應立即以電傳、電報或其他書面形式將拖船預估準備就緒之日期通知承租人，並詢問承租人是否選擇取消本契約。承租人必須於收到拖船所有人通知之 48 小時內作出此項取消契約之決定，否則拖船所有人通知中所定日期第三天後應視為依據本契約重新協議之起拖日期。

17. Necessary Deviation or Slow Steaming

- (a) If the Tug during the course of the towage or other service under this Agreement puts into a port or place or seeks shelter or is detained or deviates from the original route as set out in Box 23, or slow steams because either the

17. 必要偏航或慢速

- (a) 於執行本契約拖帶或其他服務期間，拖船停靠港口或地點、或尋求避風處所、或被留置或偏離第 23 欄規定之原訂航線，如拖船所有人或拖船船長合理認

Tugowner or Tugmaster reasonably consider

- (i) that the Tow is not fit to be towed or
 - (ii) the Tow is incapable of being towed at the original speed contemplated by the Tugowner or
 - (iii) the towing connection requires rearrangement, or
 - (iv) repairs or alterations to or additional equipment for the Tow are required to safeguard the venture and enable the Tow to be towed to destination, or
 - (v) it would not be prudent to do otherwise on account of weather conditions actual or forecast, or because of any other good and valid reason outside the control of the Tugowner or Tugmaster, or because of any delay caused by or at the request of the Hirer, this Agreement shall remain in full force and effect, and the Tugowner shall be entitled to receive from the Hirer additional compensation at the appropriate Delay Payment rate as set out in Box 29 for all time spent in such port or place and for all time spent by the Tug at sea in excess of the time which would have been spent had such slow steaming or deviation not taken place.
- (b) The Tug shall at all times be at liberty to go to the assistance of any vessel in distress for the purpose of saving life or property or to call at any port or place for bunkers, repairs, supplies, or any other necessities or to land disabled seamen, but if towing the Tug shall leave the Tow in a safe place and during such period this Agreement shall remain in full force and effect.
- (c) The Tug shall have liberty to comply with any orders or directions as to departure, arrival, routes, ports of call, stoppages, destination, delivery, requisition or otherwise howsoever given by the Government of the Nation under whose flag the Tug or Tow sails or any department thereof, or any person acting or purporting to act with the authority for such Government or any department thereof by the committee or person having under the terms of the War Risks Insurance on the Tug the right to give such orders or directions and if by reason of and in compliance with any such orders or directions anything is done or is not done the same shall not be deemed a deviation and delivery in accordance with such orders or directions shall be a fulfilment of this Agreement and the Lump Sum and/or all other sums shall be paid to the Tugowner accordingly.
- (d) Any deviation howsoever or whatsoever by the Tug or by the Tugowner not expressly permitted by the terms and conditions of this Agreement shall not amount to a repudiation of this Agreement and the Agreement shall remain in full force and effect notwithstanding such deviation.

18. Liabilities

- 1.
- (a) The Tugowner will indemnify the Hirer in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the towage or other service hereunder to any of the following persons:
- (i) The Master and members of the crew of the Tug and any other servant or agent of the Tugowner;

為：

- (i) 被拖船不適拖，或
 - (ii) 被拖船無法於拖船所有人原訂航速下拖帶，或
 - (iii) 拖索需要重新調整，或
 - (iv) 為保證拖帶安全及能使被拖船被拖到目的地，需對被拖船進行修理、改裝或增加設備，或
 - (v) 因實際或預報氣象情況，不宜冒險採取其他作法，或
- 因拖船所有人或拖船船長無法控制之任何其他充分及正當之理由，或因承租人造成或要求之任何延誤，本契約應保持全部有效，且拖船所有人有權向租船人，就該港或地點所耗費之所有時間及拖船於海上所耗費超過如未發生慢速或偏航所耗費之時間，請求依第 29 欄所規定遲延費率之額外補償。
- (b) 拖船有權隨時為救助人命或財產而赴援任何遇難船舶，或為加油、修理、補充供應品或送傷病員上岸而停靠任何港口或地點，然如於拖帶過程中，拖船應先將被拖船留在安全地點，在此期間本契約仍保持完全有效。
- (c) 拖船於起航、抵達、航線、停靠港、中止、目的港、交接、徵用或任何其他方面，應遵守拖船或被拖船船旗國政府或其有關部門之任何命令及指示之自由權，或遵守作為或聲稱作為由該政府或委員會所指定有關部門授權工作之人員或依據拖船戰爭保險條款有權作出該項命令及指示之人員所為之命令及指示。如因及遵照該項命令或指示所為或未為之任何事情，均不應被認為是偏離航程，依據該項命令或指示進行交付即應被認為已完成本契約，從而應將所有總額酬金及其他款項支付給拖船所有人。
- (d) 任何由拖船或拖船船長所造成之任何偏航，不論本契約條款中有無明確允許，均不應構成本契約之違反，且雖有該偏航，本契約仍應保持全部有效。

18. 責任

- 1.
- (a) 本契約拖帶或其他服務期間，因下列人員傷亡所引起對承租人被判定應負之任何責任或經合理調解之任何求償，拖船所有人應補償承租人：
- (i) 拖船船長及船員及拖船所有人之任何其他受雇人或代理人；

- (ii) The members of the Riding Crew provided by the Tugowner or any other person whom the Tugowner provides on board the Tow;
- (iii) Any other person on board the Tug who is not a servant or agent of the Hirer or otherwise on board on behalf of or at the request of the Hirer.
- (b) The Hirer will indemnify the Tugowner in respect of any liability adjudged due or claim reasonably compromised arising from injury or death occurring during the towage or other service hereunder to any of the following persons:
- (i) The Master and members of the crew of the Tow and any other servant or agents of the Hirer;
- (ii) Any other person on board the Tow for whatever purpose except the members of the Riding Crew or any other persons whom the Tugowner provides on board the Tow pursuant to their obligations under this Agreement.
- 2.
- (a) The following shall be for the sole account of the Tugowner without any recourse to the Hirer, his servants, or agents, whether or not the same is due to breach of contract, negligence or any other fault on the part of the Hirer, his servants or agents:
- (i) Loss or damage of whatsoever nature, howsoever caused to or sustained by the Tug or any property on board the Tug.
- (ii) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tug or obstruction created by the presence of the Tug.
- (iii) Loss or damage of whatsoever nature suffered by the Tugowner or by third parties in consequence of the loss or damage referred to in (i) and (ii) above.
- (iv) Any liability in respect of wreck removal or in respect of the expense of moving or lighting or buoying the Tug or in respect of preventing or abating pollution originating from the Tug.
- The Tugowner will indemnify the Hirer in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage. The Tugowner shall not in any circumstances be liable for any loss or damage suffered by the Hirer or caused to or sustained by the Tow in consequence of loss or damage howsoever caused to or sustained by the Tug or any property on board the Tug.
- (b) The following shall be for the sole account of the Hirer without any recourse to the Tugowner, his servants or agents, whether or not the same is due to breach of contract, negligence or any fault on the part of the Tugowner, his servants or agents:
- (i) Loss or damage of whatsoever nature, howsoever caused to or sustained by the Tow.
- (ii) Loss or damage of whatsoever nature caused to or suffered by third parties or their property by reason of contact with the Tow or obstruction created by the presence of the Tow.
- (iii) Loss or damage of whatsoever nature suffered by the Hirer or by third parties in consequence of the loss or damage referred to in (i) and (ii) above.
- (ii) 拖船所有人所提供之隨船船員或拖船所有人派到被拖船上之其他人員；
- (iii) 拖船上非承租人之受雇人或代理人之其他人員或代表承租人或依據承租人要求而上船之其他人員。
- (b) 在本契約拖帶或其他服務期間因下列人員傷亡所引起對拖船所有人被判定應負之任何法律責任或經合理調解之求償，承租人應補償拖船所有人：
- (i) 被拖船船長及船員及承租人之任何其他受雇人或代理人；
- (ii) 於被拖船上從事任何工作之其他人員；然拖船所有人依本契約所承擔之義務派到被拖船上隨船船員或任何其他人員除外。
- 2.
- (a) 下列情況不論是否為承租人、其受雇人或代理人違反契約、疏忽或任何其他過失所致，均由拖船所有人單獨承擔責任，並對承租人、其受雇人或代理人無任何追索權利：
- (i) 無論何種原因對拖船或拖船上任何財物造成或使其遭受任何性質之滅失或損壞。
- (ii) 因與拖船碰觸或因拖船構成障礙而對第三人或其財物造成或使其遭受之任何性質之滅失或損害。
- (iii) 因前述(i)及(ii)款之滅失或損害使拖船所有人或第三人遭受任何性質之滅失或損害。
- (iv) 對殘骸移除或有關拖船之移位、照明或加浮標之費用或有關預防或清除拖船所致污染所造成之一切責任。
- 因前述滅失或損害所致對承租人被判定對第三人應負擔之任何責任或經合理調解之第三人對承租人之任何求償，拖船所有人應補償承租人，然在任何情況下拖船所有人均不針對因任何原因所致拖船或拖船上財產之滅失或損害而使承租人或被拖船遭受之任何滅失或損害承擔任何責任。
- (b) 下列情況不論是否為拖船所有人、其受雇人或代理人違反契約、疏忽或任何其他過失所致，均由承租人單獨承擔責任，並對拖船所有人、其受雇人或代理人無任何追索權利：
- (i) 無論何種原因對被拖船造成或使其蒙受任何性質之滅失或損害。
- (ii) 因與被拖船碰觸或因被拖船構成障礙致第三人或其財物或使其遭受任何性質之滅失或損害。
- (iii) 因(1)及(2)款之滅失或損害而使承租人或第三人蒙受任何性質之滅失或損害。

(iv) Any liability in respect of wreck removal or in respect of the expense of moving or lighting or buoying the Tow or in respect of preventing or abating pollution originating from the Tow.

The Hirer will indemnify the Tugowner in respect of any liability adjudged due to a third party or any claim by a third party reasonably compromised arising out of any such loss or damage but the Hirer shall not in any circumstances be liable for any loss or damage suffered by the Tugowner or caused to or sustained by the Tug in consequence of loss or damage, howsoever caused to or sustained by the Tow.

3. Save for the provisions of Clauses 11, 12, 13 and 16 neither the Tug owner nor the Hirer shall be liable to the other party for loss of profit, loss of use, loss of production or any other indirect or consequential damage for any reason whatsoever.
4. Notwithstanding any provisions of this Agreement to the contrary, the Tugowner shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or Chartered Owners of Vessels by any applicable statute or rule of law for the time being in force and the same benefits are to apply regardless of the form of signatures given to this Agreement.

19. Himalaya Clause

All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute rule or regulation for the benefit of the Tugowner or Hirer shall also apply to and be for the benefit of demise charterers, sub-contractors, operators, master, officers and crew of the Tug or Tow and to and be for the benefit of all bodies corporate parent of, subsidiary to, affiliated with or under the same management as either of them, as well as all directors, officers, servants and agents of the same and to and be for the benefit of all parties performing services within the scope of this Agreement for or on behalf of the Tug or Tugowner or Hirer as servants, agents and sub-contractors of such parties. The Tugowner or Hirer shall be deemed to be acting as agent or trustee of and for the benefit of all such persons, entities and vessels set forth above but only for the limited purpose of contracting for the extension of such benefits to such persons, bodies and vessels.

20. War and Other Difficulties

- (a) If owing to any Hostilities; War or Civil War; Acts of Terrorism; Acts of Public Enemies; Arrest or Restraint of Princes, Rulers or People; Insurrections; Riots or Civil Commotions; Disturbances; Acts of God; Epidemics; Quarantine; Ice; Labour Troubles; Labour Obstructions; Strikes; Lock-outs; Embargoes; Seizure of the Tow under Legal Process or for any other cause outside the control of the Tugowner it would be impossible or unsafe or commercially impracticable for the Tug or Tow or both to

(iv) 殘骸移除或有關被拖船之移位、照明或加浮標之費用，或有關預防或清除被拖船所致污染所生之一切責任。

因前述滅失或損害所致對拖船所有人被判定對第三人應負之任何責任或經合理調解之第三人對拖船所有人之任何求償，承租人應補償拖船所有人，然在任何情況下承租人均不針對無論任何原因所致被拖船之滅失或損害而使拖船所有人或拖船遭受之任何滅失或損害承擔任何責任。

3. 除第 11、12、13 及 16 條規定外，拖船所有人及承租人均不對另一方因任何原因所致之利潤損害、未能使用損失、生產損失或任何其他間接或從屬損失承擔任何責任。
4. 無論本契約是否有任何相反約定，拖船所有人仍應享有任何現行法律可茲適用法令或規定所賦予船舶所有人或租船船舶所有人之一切責任限制及免責權利，不論本契約簽署形式如何，該權益均同樣適用。

19. 喜瑪拉雅條款

本契約或任何可適用之法令規章賦予或規定有利於拖船所有人或承租人之全部除外、免責、抗辯、免除、責任限制、補償、特權及條件，應同樣適用並有利於拖船或被拖船之光船租船人、次契約人、經營人、船長、高級船員及船員，亦適用於及有利於拖船或被拖船之母公司、子公司、分公司或與拖船或被拖船於同一管理下之所有法人團體及這些團體之全部董事、高級職員、受雇人及代理人；亦適用並有利於作為拖船及拖船所有人或承租人之受雇人、代理人及次契約人為其或代表其執行本契約範圍內之服務之一切利害關係人。拖船所有人或承租人應被視為作為所有上述人員、實體及船舶之代理人或受託人，並代表其利益，然目的僅限於為將該利益擴大予上述人員、實體及船舶。

20. 戰爭及其他障礙

- (a) 如因任何敵對行為、戰爭或內戰、恐怖行為、公共敵人行為、君主、統治者或人民之扣留或禁制、暴動、暴亂或內亂、動亂、天災、時疫、檢疫、冰封、勞工糾紛、勞動阻礙、罷工、停工、封港、依法扣押被拖船及拖船所有人不能控制之任何其他原因，致使拖船或被拖船或兩者安全無不合理延誤地離開或試圖離開起拖地或任何中途停靠或避

leave or attempt to leave the place of departure or any port or place of call or refuge or to reach or enter or attempt to reach or enter the port or place of destination of the Tow and there deliver the Tow and leave again, all of which safely and without unreasonable delay, the Tug may leave the Tow or any part thereof at the place of departure or any other port or place where the Hirer may take repossession and this shall be deemed a due fulfilment by the Tugowner of this Agreement and any outstanding sums and all extra costs of delivery at such place and any storage costs incurred by the Tugowner shall thereupon become due and payable by the Hirer.

- (b) If the performance of this Agreement or the voyage to the place of departure would in the ordinary course of events require the Tug and/or Tow to pass through or near to an area where after this Agreement is made there is or there appears to be danger of such area being blocked or passage through being restricted or made hazardous by reason of War, Acts of Terrorism, Trapping of Vessels, Civil War, Acts of Public Enemies, Arrest or Restraint of Princes, Rulers or People, Insurrection, Riots or Civil Commotions or Disturbances or other dangers of a similar nature then:
- (i) If the Tug has not entered such area en route to the place of departure, or having entered has become trapped therein, the Hirer shall pay a Delay Payment at the rate specified in Box 29 for every day of the resulting delay. Provided that if the delay is for a period of more than 14 days either party hereto shall be entitled to terminate this Agreement by telex, cable or other written notice in which event, save for liabilities already accrued, neither party shall be under any further liability to the other but the Tugowner shall not be bound to repay to the Hirer any payments already made and all amounts due shall remain payable.
- (ii) If the Tug and Tow whilst en route to the place of destination have not entered such area during the course of the towage or other service the Hirer shall pay Delay Payment at the rate indicated in Box 29 for every day by which the towage is prolonged by reason of waiting for such area to become clear and/or safe and/or by reason of proceeding by a longer route to avoid or pass such area in safety.
- (iii) If the Tug and Tow whilst en route to the place of destination have become trapped in such area during the course of the towage or other service, the Hirer shall pay a Delay Payment at the rate specified in Box 29 for every day of the resulting delay. Provided that if the delay is for a period of more than 14 days either party hereto shall be entitled to terminate this Agreement by telex, cable or other written notice in which event, save for liabilities already accrued, neither party shall be under any further liability to the other but the Tugowner shall not be bound to repay to the Hirer any payment already made and all amounts due shall remain payable.

難之任何港口或地點，或抵達、進入或試圖抵達或進入被拖船之目的港以交付被拖船而後離開成為不可能、不安全或商業上不可行時，拖船可將被拖船或其一部分留在起拖地或承租人可重新獲得之其他任何港口或地點，於此情況下應被視為拖船所有人已正當地履行本契約，因此任何未付金額及因在該地交付會被拖船之額外費用及致拖船所有人所生任何看管費，都應由租船人支付。

- (b) 如執行本契約或在駛往起拖地之航程中，於通常事態情況下，需要拖船及/或被拖船通過或靠近某一區域，而該區域於本契約簽訂後有或似有因戰爭、恐怖行動、誘陷船舶、內戰、公敵行為、帝王、統治者或人民之扣留及禁制、暴動、暴亂或民變、或動亂或其他類似性質之威脅而受到封鎖、限制通行或產生危險時，則：
- (i) 如拖船於駛往起拖地途中尚未進入該區域，或已進入區域後受困，承租人須按第 29 欄規定之費率對所造成之延誤，支付每日之延滯費。如延誤超過 14 天，雙方有權以電傳、電報或其他書面通知終止本契約，於此情況下，除已產生之責任外，任何一方不對另一方承擔其他責任，然拖船所有人無須向承租人退還已經支付之任何金額，且其他一切應付之金額仍須照付。
- (ii) 如拖船及被拖船於駛往目的地途中執行拖帶或其他服務期間未進入上述區域，為等待上述區域暢通及/或安全及/或由於行駛較長航線以便安全地避開或通過上述區域因而延長拖帶時間者，承租人須按第 29 欄規定之延滯費支付每天之延滯費。
- (iii) 如拖船及被拖船於駛往目的地執行拖帶或其他服務期間陷入上述區域，承租人須依第 29 欄規定之延滯費率對所致延誤支付每日之延滯費。然如延誤超過 14 天，雙方都有權以電傳、電報或其他書面通知終止本契約，於該情況下，除已產生之責任外，任何一方不對另一方承擔其他責任，然拖船所有人無須向承租人退還已經支付之任何金額，且其他一切應付之金額仍須照付。

21. Lien

Without prejudice to any other rights which he may have, 於不損及拖船所有人所享有之對物或對人

21. 留置權

whether in rem or in personam, the Tugowner, by himself or his servants or agents or otherwise shall be entitled to exercise a possessory lien upon the Tow in respect of any sum howsoever or whatsoever due to the Tugowner under this Agreement and shall for the purpose of exercising such possessory lien be entitled to take and/or keep possession of the Tow; provided always that the Hirer shall pay to the Tugowner all reasonable costs and expenses howsoever or whatsoever incurred by or on behalf of the Tugowner in exercising or attempting or preparing to exercise such lien and the Tugowner shall be entitled to receive from the Hirer the Tug's Delay Payment at the rate specified in Box 29 for any reasonable delay to the Tug resulting therefrom.

22. Warranty of Authority

If at the time of making this Agreement or providing any service under this Agreement other than towing at the request, express or implied, of the Hirer, the Hirer is not the Owner of the Tow referred to in Box 4, the Hirer expressly represents that he is authorised to make and does make this Agreement for and on behalf of the Owner of the said Tow subject to each and all of these conditions and agrees that both the Hirer and the Owner of the Tow are bound jointly and severally by these conditions.

23. General

- (a) If any one or more of the terms, conditions or provisions in this Agreement or any part thereof shall be held to be invalid, void or of no effect for any reason whatsoever, the same shall not affect the validity of the remaining terms, conditions or provisions which shall remain and subsist in full force and effect.
- (b) For the purpose of this Agreement unless the context otherwise requires the singular shall include the plural and vice versa.
- (c) Any extension of time granted by the Tug owner to the Hirer or any indulgence shown relating to the time limits set out in this Agreement shall not be a waiver of the Tugowner's right under this Agreement to act upon the Hirer's failure to comply with the time limits.

24. Time for Suit

Save for the indemnity provisions under Clause 18 of this Agreement, any claim which may arise out of or in connection with this Agreement or of any towage or other service to be performed hereunder shall be notified by telex, cable or otherwise in writing within 6 months of delivery of the Tow or of the termination of the towage or other service for any reason whatever, and any suit shall be brought within one year of the time when the cause of action first arose. If either of these conditions is not complied with the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.

之任何其他權利情況下，依據本契約應得之任何金額，拖船所有人本人或其受雇人、代理人或其他人員均有權對被拖船實行留置權，並為行使上述留置權，有對被拖船進行佔有及/或扣留之權利。同時，凡因拖船所有人或代表拖船所有人執行或試圖或準備執行上述留置權所生無論何種原因所致任何性質之全部合理費用及開支，承租人都須支付拖船所有人。拖船所有人並有權依第 29 欄規定之延滯費率對拖船因此產生之合理延誤向承租人收取延滯費。

22. 授權保證

如於簽訂本契約時或在承租人明示或默示要求依據本契約提供拖帶以外之任何服務時，承租人非第 4 欄所指被拖船之所有人，應明確表示其被授權代表所述被拖船所有人在此項全部條件並同意承租人及被拖船所有人連帶或單獨受此項條件之約束下簽訂本契約。

23. 一般原則

- (a) 無論任何原因使本契約一或多項條款、條件或規定或其任何部分被判定為無效時，其餘條款、條件或規定之效力不應受影響，並保持全部有效。
- (b) 除非上下文有其他要求，本契約之單數應包括複數，反之亦然。
- (c) 拖船所有人給予承租人之任何時間延長或本契約內所訂有關時效之任何寬延均不得視為拖船所有人放棄依據本契約對有關承租人不遵守時效所應具有之權利。

24. 訴訟時效

除本契約第 18 條補償條款外，因本契約或與本契約有關所致或依據本契約所實施之任何拖帶或其他服務所致之任何求償，均須於被拖船交付後或無論任何原因於拖帶或其他服務終止後六個月內以電傳、電報或其他書面方式提出，訴訟則須在訴因最初發生後一年內提出。如未依照上述任一條件進行，則該項求償及一切權利應被完全解除及消滅。

25. Law and Jurisdiction

This Agreement shall be construed in accordance with and governed by English law. Any dispute or difference which may arise out of or in connection with this Agreement or the services to be performed hereunder shall be referred to the High Court of Justice in London.

No suit shall be brought in any other state or jurisdiction except that either party shall have the option to bring proceedings in rem to obtain conservative seizure or other similar remedy against any vessel or property owned by the other party in any state or jurisdiction where such vessel or property may be found.

25. 法律及管轄權

本契約應依據英國法予以解釋並適用。本契約或與本契約有關所生或依據本契約所實施之服務所生之任何爭議或不同意見，均應提交倫敦高等法院。

任何訴訟均不得於任何其他國家或管轄法域內提出，然任一方為取得他方所擁有之任何船舶或財產依法扣押或類似的賠償，有於上述船舶或財產可能被找到之任何國家或管轄法域內提出對物訴訟之自由。