

**波羅地海國際海事理事會
國際海難救助聯盟**

國際殘骸移除及海事服務契約(不成功、無報酬)
(文書編號：WRECKFIXED 99)

**The Baltic and International Maritime Council –BIMCO
International Salvage Union – ISU**

**INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES
AGREEMENT (NO CURE NO PAY)
CODE NAME: "WRECKFIXED 99"**

WRECKFIXED 99



<p>1. Date and Place of Agreement 契約簽訂日期及地點</p>	<p>BIMCO & ISU 波羅地海國際海事理事會 及 國際海難救助聯盟</p> <p>INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (“No Cure No Pay”) CODE NAME: "WRECKFIXED 99" 國際殘骸移除及海事服務契約 (不成功無報酬)</p> <p style="text-align: right;">PART I 第一部分</p>
<p>2. Contractor/Place of Business 承包商/營業處所</p>	<p>3. Company/Place of Business 委託人/營業處所</p>
<p>4. Vessel Specifications (Cl.1, 2, 4.1) 船舶規格資料 (第 1, 2, 4.1 條)</p> <hr/> <p>(a) Name 船名</p> <hr/> <p>(b) Flag 船旗</p> <hr/> <p>(c) Place of Registry 船舶登記地</p> <hr/> <p>(d) Length/Beam/Depth 長度/寬度/深度</p> <hr/> <p>(e) Maximum Draft 最大吃水</p> <hr/> <p>(f) GT/NT/DWT 總噸位/淨噸位/載重噸位</p> <hr/> <p>(g) Details and Nature of Cargo 貨物資料及性質</p> <hr/> <p>(h) Any other Vessel's details relevant to this Agreement 與本契約有關之船舶任何其他資料</p>	<p>5. Condition of Vessel (Cl 2, 4.1) 船舶狀況 (第2, 4.1條)</p> <hr/> <p>6. Position of Vessel and Condition of Worksite (Cl.2, 4.1) 船舶位置及工作地點狀況(第2, 4.1條)</p>
<p>7. Nature of Services (Cl. 2, 4.1, 4.3, 4.4) 作業服務內容 (第 2, 4.1, 4.3, 4.4 條)</p>	<p>8. Place of Delivery/Disposal of Vessel (Cl. 2, 8.1, 8.2) 船舶交付地/船舶處置地 (第2, 8.1, 8.2條)</p> <hr/> <p>9. Permits (state Party (Contractor or Company) responsible for obtaining Permits) (Cl. 6) 作業許可(說明由何人(承包商或委託人)負責取得作業許可)(第 6 條)</p>

<p>10. Payment (Cl. 9.1) 付款 (第 9.1 條)</p> <hr/> <p>Fixed Price (Lump Sum)(in figures and words) 固定價格(總額)(分別以數字及文字表示)</p>	<p>11. Payment Details (Cl. 10.5) 付款資料(第 10.5 條)</p> <hr/> <p>(a) Currency 貨幣</p> <hr/> <p>(b) Bank 銀行</p> <hr/> <p>(c) Address 地址</p> <hr/> <p>(d) Account Number 帳號</p> <hr/> <p>(e) Account Name 帳戶名稱</p>
<p>12. Time of Payment and Interest (state period within sums must be received by the Contractor and rate of interest per month) (Cl. 10) 付款時間及利息(說明承包商應收到款項之期間及每月之利率)(第 10 條)</p>	<p>13. Cancellation Fee (Cl.7.1) 解約費用 (第 7.1 條)</p>
<p>14. Law and Arbitration (state 17.1 or 17.2 of Cl. 17 as agreed, also state place of arbitration) (Cl.17) 準據法及仲裁(說明經協議之第 17 條第 1 及 2 項, 以及說明仲裁地點)(第 17 條)</p>	<p>15. Number of Additional Covering special provisions, if agreed. 經協議的特別規定的附加條款之條數</p>

It is agreed that this Agreement be performed subject to the terms and conditions of this Agreement which consists of PART I including additional clauses, if any agreed and PART II, as well as Annex I, SCHEDULE OF PERSONNEL, CRAFT AND EQUIPMENT, and Annex II, METHOD OF WORK AND ESTIMATED TIME SCHEDULE or any other Annexes attached to this Agreement. 雙方謹此協議, 本協議之履行應依據包括第一部分, 含另有協議之附加條款、及第二部分及附錄I「人員、艇具及設備規劃」及附錄II「作業方式及預估時間規劃」所構成之本契約條款及條件。

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. 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。

The undersigned warrant that they have full power and authority to sign this Agreement on behalf of the parties they represent. 下列簽字之人在此擔保其具有其所代表之人簽署本契約之完全權利及授權。

<p>Signature (for and on behalf of the Contractor) 簽字(承包商代表)</p>	<p>Signature (for and on behalf of the Company) 簽字(委託人代表)</p>
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第二部分 國際殘骸移除及海事服務契約 (固定價格 _ 不成功、無報酬)

1. Definition

The term "Vessel" shall include any vessel, craft, property or part thereof of whatsoever nature, including anything contained therein or thereon, such as but not limited to cargo and bunkers, as described in Box 4.

2. The Services

The Contractor agrees to exercise due care in rendering the services indicated in Box 7 and, if applicable, will endeavour to deliver and/or dispose of the Vessel at the place indicated in Box 8. Insofar as it is not inconsistent with the nature of the services to be rendered under this Agreement, the Contractor will also exercise due care to minimize damage to the environment.

The services shall be rendered under the principle of no cure, no pay.

The Contractor shall provide the Personnel, Craft and Equipment set out in Annex I of this Agreement which the Contractor deems necessary for the services based upon the Specifications, Condition and Position of the Vessel and Worksite set out in Boxes 4, 5 and 6.

The Contractor's Method of Work shall be as described in Annex II, utilising the Personnel, Craft and Equipment described in Annex I.

The Contractor shall consult with the Company if there is any need for substantial change in the Method of Work, and/or Personnel, Craft or Equipment. In the event that time does not permit such consultation, or agreement to the proposed change(s) is unreasonably withheld, then the Contractor may proceed with such change(s), subject to any necessary approval of the authorities. (See Clause 4 hereof).

3. Company Representative

If reasonably required by the Contractor a representative of the Company will be available during the operations with the full authority to act on behalf of the Company. The Company will use its best endeavours to provide all information required by the Contractor.

In addition, the Company will provide at its sole risk and expense sufficient officers or their equivalents, who are fully conversant with the cargo system and/or layout of the Vessel, and who should be in attendance when reasonably required during the operations in order to provide advice as and when requested by the Contractor.

1. 定義

“船舶”乙詞應包括第 4 欄所載之任何船、艇、財產、或其任何部分，無論其性質為何，包括其內或其上之任何物件，例如但不限於貨物及燃油。

2. 作業服務

承包商同意謹慎小心地提供第 7 欄所載之作業服務，且於可行時，應盡力於第 8 欄所載地點將船舶為交付及或為處置。就本質上與本契約所應提供之作業服務不至不相違背之範圍，承包商應謹慎小心地減少對環境之損害。

本作業服務應依“不成功、無報酬”原則為提供。

承包商應提供基於第 4、5 及 6 欄所載之船舶規格資料、船況及位置及作業地點之承包商作業所需本契約附錄 I 所規定之人員、艇具及設備。

承包商之作業方式應依照附錄 II 所載明，使用附錄 I 所載明之人員、艇具及設備。

如作業方式及或人員、艇具或設備有任何實質更動之需要時，承包商應與委託人進行協商。如該協商於時間上不允許，或建議變更之協議被不合理撤銷，則承包商於遵守主管機關任何必要核可的情況下，仍得進行是項變更。(見下列第 4 條)

3. 委託人代表

一經承包商合理要求，全權代表委託人之委託人代表於作業期間應隨時在場。委託人應儘量提供承包商所需之所有資訊。

此外，委託人應以其風險及費用提供熟悉船舶之貨物系統及配置之足夠船副或具同樣資格之人員，且於作業過程中一經合理要求即應隨時在場，以提供承包商所需之建議。

4. Change of Method of Work and/or Personnel, Craft and Equipment

4.1 The lump sum figure stated in Box 10 is based upon the Nature of the Services, as set out in Box 7, Personnel, Craft and Equipment, and Method of Work, as set out in Annexes I and II, and the Description, Specifications, Position, Condition of the Vessel and the Worksite, as set out in Boxes 4, 5 and 6.

If before or during the operation, and without fault on the part of the Contractor, there is a substantial change in the work to be done under this Agreement, or in the Personnel, Craft and Equipment required to undertake the services due to:

4.1.1 any misdescription by the Company or error in the specification provided by the Company, upon which the Contractor has relied, or,

4.1.2 a material change in the position and/or condition of the Vessel or the worksite,

the Contractor shall forthwith give notice in writing thereof to the Company and of the estimated additional costs to effect the services.

4.2 The parties shall, without delay, consult each other to reach agreement on the amount of the additional costs to be added to the lump sum. In the event that the parties are unable to reach agreement on the additional costs within 5 days of the Contractor providing details of the extra costs, either party may terminate the services under this Agreement, without prejudice to any claim the Contractor may have under Clause 4.1.1 above, provided always that such termination is permitted by the competent authorities. If permission to terminate is not given by the competent authorities, then the Contractor will continue to provide the services set out in Box 7, without prejudice to his claim for additional remuneration.

4.3 Alternatively the parties may by agreement refer the matter to Arbitration in accordance with the provisions of this Agreement for a decision by the Arbitrator on the reasonableness and quantum of such extra costs.

In the event the matter is referred to Arbitration the Contractor will continue to provide the services set out in Box 7, without prejudice to his claim for additional remuneration.

4.4 If, as a result of a material change in the position and/or condition of the Vessel, or the worksite, subsequent to entering into this Agreement, the services set out in Box 7 and Annex I become easier to perform in terms of personnel, craft and/or equipment requirements, then:

4.4.1 the Company may, subject to the provisions of Clause 9.2 hereof, seek a reduction in respect of the monies payable pursuant to Clause 9.1 hereof;

4.4.2 in the event of a failure to agree the amount of any such reduction, then such dispute shall be dealt with pursuant to the provisions of Clause 17 hereof.

4. 作業方式及或人員、艇具及設備之變更

4.1 第 10 欄所載總額報酬之數額係基於第 7 欄所載作業服務之性質、及附錄 I 及附錄 II 所載之作業方式、及人員、艇具及設備，及第 4、5 及 6 欄所載之船舶規格資料、船位、船況及作業地點。

如於作業前或作業過程中，非因承包商單方之疏失，依本契約應進行之作業或為履行該服務所需之人員、艇具及設備因下列因素而必須為實質變更時：

4.1.1 委託人之任何錯誤陳述或委託人所提供船舶規格資料上之錯誤，而為承包商所信賴者；或

4.1.2 船舶之位置及或船況或工作地點有重大變更，

則承包商應將前述情況及為實施該作業服務所預估之額外成本以書面通知委託人。

4.2 契約雙方應毫不遲延地就總額報酬所附加之額外成本數額彼此諮商並達成協議。如當事人無法於承包商提供額外費用資料後之五日內就該額外費用達成協議，任一方均得終止本契約之作業服務，而不損及承包商依前述第 4.1.1 條所得主張之任何請求，然以該終止應獲主管機關允許者為限。如主管機關不允許前述契約終止，則承包商仍應繼續提供第 7 欄所載之作業服務，而不損及其得主張額外報酬之權利。

4.3 或契約雙方得經由協議方式將該事項依本契約規定交付仲裁，以取得仲裁人對於該額外成本之合理性及數額之判斷。

於交付仲裁時，在不損及其有關額外報酬請求之情況下，承包商仍應繼續提供第 7 欄所載之作業服務。

4.4 如於契約締結後因船舶位置及船況或作業地點之重大變更，使第 7 欄及附錄 I 所載之作業服務及所需之人員、艇具及設備變成更容易作業時，則：

4.4.1 委託人得依據第 9.2 條規定，請求第 9.1 條應支付之款項為扣減；

4.4.2 如無法就該扣減達成協議，則該爭議應依第 17 條規定為處理。

5. Miscellaneous

5.1 The Company shall arrange and pay for any marking of the Vessel and cautioning required. The Contractor shall arrange and pay for any marking or cautioning required in respect of its own equipment during the services under this Agreement.

5.2 The Contractor may make reasonable use of Vessel's machinery, gear, equipment, anchors, chains, stores and other appurtenances during and for the purposes of these services free of expense but shall not unnecessarily damage, abandon or sacrifice the same or any property the subject of this Agreement.

5.3 Subject to approval of the Company which shall not be unreasonably withheld, and subject to it being permitted by the competent authorities, the Contractor shall be entitled to remove, dispose or jettison cargo, or parts of the Vessel or equipment from the Vessel if such action is considered by the Contractor to be reasonably necessary to perform the services under this Agreement.

5.4 The Company will provide the Contractor with such plans and drawings of the Vessel, cargo manifests, stowage plans, etc. as the Contractor may require.

6. Permits

All necessary licenses, approvals, authorisations or permits required to undertake and complete the services without let or hindrance shall be obtained, maintained and paid for by the party identified in Box 9 of this Agreement. The other party shall provide the party identified in Box 9 of this Agreement with all reasonable assistance in connection with the obtaining of such licenses, approvals, authorisations or permits.

7. Termination

7.1 The Company may terminate this Agreement at any time prior to commencement of mobilisation of either the Personnel or the Craft or the Equipment Identified in Annex I, whichever may be the first, upon payment of the Cancellation Fee set out in Box 13.

7.2 The Contractor, with the agreement of the Company, which shall not be unreasonably withheld, may terminate this Agreement without any further liability if completion of the services or any agreed change of work under Clause 4 hereof, utilising the Personnel, Craft and Equipment set out in Annex I, or any amendment thereto, becomes technically or physically impossible.

8. Delivery

8.1 The Vessel shall be accepted forthwith and taken over by the Company or its duly authorised representative at the place of

5. 雜項規定

5.1 委託人應安排並支付船舶所需標示及警示之任何費用。承包商應安排及支付於本契約作業服務期間有關其自身設備所需之標示及警示。

5.2 於作業服務期間及目的，承包商得合理使用船舶之設備、索具、設備、錨、鎖鍊、物料及其他附屬品而無須支付費用，但不應不合理地損害、拋棄或犧牲前述物品或本契約標的之任何財物。

5.3 於委託人許可及不應不合理地撤回，且業經適當主管機關允許之情況下，承包商有權移除、處置或投棄貨物、或船舶之任何部分或船上之設備，然承包商認為該作為為履行本契約之作業服務合理所需者為限。

5.4 一經承包商要求，委託人應提供承包商所需之船舶配置及船圖、貨物艙單、積載圖等。

6. 作業許可

為執行及完成作業服務所需之所有必要的執照、批准、授權或許可，在無租借或阻礙之情況下，應由本契約第 9 欄所載明之人取得、維持並支付相關費用。他造應提供本契約第 9 欄所載之人有關取得該執照、批准、授權或許可之所有合理協助。

7. 終止

7.1 委託人得於附錄 I 所載之人員或艇具或設備開始動員前之任何時間，無論何者為先且於支付第 13 欄所載解約費用之情況下，終止本契約。

7.2 如作業服務之完成、或任何依第 4 條之工作協議變更、附錄 I 所載人員、艇具及設備之使用，或其任何修訂，在技術上或實質上變成不可能時，承包商於獲委託人之同意且不應不合理撤銷之情況下，得終止本契約，而無須負擔任何額外責任。

8. 交付

8.1 委託人或其適當授權之代表應於第 8 欄所載之交付地點接受並接收船舶。述及

delivery indicated in Box 8. References to delivery or the place of delivery shall include disposal or the place of disposal, if applicable.

The place of delivery shall always be safe and accessible for the Contractor's own or hired-in craft and the Vessel to enter and operate in and shall be a place where the Contractor is permitted by governmental or other authorities to deliver or dispose of the Vessel.

In the event the Vessel is not accepted forthwith by the Company all costs incurred by the Contractor from the moment of tender for delivery shall be for the account of the Company. However, in the event that delivery is prevented or delayed by action of governmental or other authorities, even if outside the control of the Contractor, all costs necessarily incurred by the Contractor from the moment of the tender for delivery shall be for the account of the Contractor.

8.2 If It is considered by the Contractor to be impossible or unsafe for the Vessel to be delivered or disposed of at the place indicated in Box 8, and the Company is unable to nominate an acceptable alternative place the Contractor is at liberty to deliver or dispose of the Vessel at the nearest place it can reach safely and without unreasonable delay, provided delivery or disposal at such place is permitted by governmental or other authorities, and such delivery or disposal shall be deemed a due fulfilment by the Contractor of this Agreement.

8.3 In the event the Vessel is delivered under the control of pumps and/or compressors or other equipment the Company shall with all due dispatch arrange for their own equipment and operators to replace the Contractor's equipment and operators. Until such replacement the Company shall pay the Contractor for the use of its equipment and operators at reasonable rates as from the day of delivery, until and including the day of arrival of the equipment and personnel at the Contractor's base, plus any additional costs relating thereto and incurred by the Contractor.

8.4 If the Company fails, on completion of the services, to take delivery of the Vessel within five (5) days of the Contractor tendering written notice of delivery, or if in the opinion of the Contractor the Vessel is likely to deteriorate, decay, become worthless or incur charges whether for storage or otherwise in excess of its value, the Contractor may, without prejudice to any other claims the Contractor may have against the Company, without notice and without any responsibility whatsoever attaching to the Contractor, sell or dispose of the Vessel and apply the proceeds of sale in reduction of the sums due to the Contractor from the Company under this Agreement. Any remaining proceeds will be refunded to the Company.

In the event that such sale or other disposal of the Vessel fails to raise sufficient net funds to pay the monies due to the Contractor under the terms of this Agreement then the Company shall remain liable to the Contractor for any such shortfall.

8.5 Reference to delivery of the Vessel shall include parts of the Vessel and/or cargo and/or any other thing emanating from the Vessel and such delivery may take place at different times and

交付或交付地者，於適用時，應包括處置或處置地點。

交付地對承包商自有或租用之艇具及船舶之進入及運作而言應為安全且可隨時進入，且應為承包商得獲政府或其他主管機關允許為交付或處置之地點。

如委託人未接受船舶交付，則承包商自發送交付通知之時起所發生之所有成本均應由委託人負擔。然如船舶之交付係因政府或其他主管機關之作為而受到阻礙或遲延，既使非承包商所能控制，承包商自發送交付通知之時起所發生之所有成本均應由承包商負擔。

8.2 如承包商認為船舶於第 8 欄所載地點為交付或處置是不可能或不安全，且委託人無法指定另一可令人接受之替代地點時，承包商有權將船舶於可獲安全及無不合理遲延之最近地點為交付或處置，然以該地點之交付或處置為政府或其他主管機關許可者為限，且該交付或處置應視為承包商已完全履約。

8.3 如船舶係以控制幫浦及壓縮機或其他設備而為交付者，委託人應儘速安排以其自己的設備或作業人員以取代承包商之設備及作業人員。

於該替代之前，就該設備及作業人員之使用，自交付日以迄及包括設備及人員到達承包商處所之日，委託人應依合理費率支付承包商，加上承包商為此及所發生之任何額外成本。

8.4 如於完成作業服務後，委託人未能於承包商提交船舶交船通知五日內接受船舶，或承包商認為該船舶可能毀壞、崩解、變成無價值或所生之費用，無論是存放或其他費用超過其價值時，在不損及承包商得向委託人主張之其他求償情況下，承包商得在無須通知且承包商無須針對任何情況負責之情況下，將船舶予以出售或處置，且將出售所得於扣減委託人依本契約應支付給承包商之款項。出售所得如有任何剩餘應退還給委託人。

如船舶之出售或其他處置無法充分滿足依本契約條款應支付給承包商之款項，則委託人仍應負責任何短缺部分。

8.5 述及船舶交付應包括船舶任何部分及或貨物及或船舶所衍生之任何其他物件，且該交付得於不同時間及不同地點為

different places.

9. Price and Conditions of Payment

9.1 The Company shall pay the Contractor for the services the sum set out in Box 10, (hereinafter called "the lump sum"), which amount shall be due and payable upon completion of the services as described in Box 7.

9.2 All monies due and payable to the Contractor under this Agreement shall be paid without any discount, deduction, set-off, lien, claim or counterclaim.

9.3 All payments to the Contractor shall be made in the currency and to the bank account stipulated in Box 11.

9.4 If any amount payable under this Agreement has not been paid within seven (7) days of the due date, or if the security required in accordance with Clause 12 is not provided within five (5) banking days following the request by the Contractor, then at any time thereafter the Contractor shall be entitled to terminate this Agreement without prejudice to the sums already due to the Contractor and to any further rights or remedies which the Contractor may have against the Company. Provided always that the Contractor shall give the Company at least three (3) working days notice of its intention to exercise this right.

10. Time of Payment and Interest

The Contractor shall promptly invoice the Company for all sums payable under this Agreement. If any sums which become due and payable are not actually received by the Contractor within the period specified in Box 12 they shall attract interest in accordance with the rate set out in Box 12.

11. Extra Costs

The following expenses/costs shall be paid by the Contractor as and when they fall due:

11.1 all port expenses, pilotage charges, harbour and canal dues and all other expenses of a similar nature levied upon or payable in respect of the Vessel and the Contractor's owned or hired-in craft;

11.2 the costs of the services of any assisting tugs when reasonably deemed necessary by the Contractor or prescribed by port or other authorities;

11.3 all costs in connection with clearance, agency fees, visas, guarantees and all other expenses of such kind;

11.4 all taxes and social security charges, stamp duties, or other levies payable in respect of or in connection with this Agreement, any import -export dues and customs or excise duties;

11.5 all costs incurred due to requirements of governmental or

交付。

9. 價格及支付條件

9.1 委託人就作業服務應支付承包商依第 10 欄所規定之數額(以下稱為"總額報酬")，該金額於第 7 欄所載作業服務完成時即屬到期並應予以支付。

9.2 所有依本契約應支付給承包商之所有款項不應有任何折扣、扣減、抵銷、扣款、求償或反求償地為支付。

9.3 所有應支付給承包商之款項應依第 11 欄所規定之貨幣及銀行帳戶為支付。

9.4 如依本契約應支付之款項未於到期日之七日內為支付，或依第 12 條所要求之保證金於承包商提出要求後之五銀行工作日內為提供者，則承包商有權於之後之任何時間終止本契約，而無損到期應支付給承包商之款項及承包商有權向委託人為主張之任何其他之權利或補償。然承包商應將其欲行使此一權利之意圖於至少三工作日以上通知委託人。

10. 付款期限及利息

承包商就本契約所應支付之所有款項儘速向委託人請款。如於第 12 欄所載期限內到期應支付且承包商尚未實際收到之任何款項，其應依第 12 欄所載利率恰收利息。

11. 額外成本

下列費用或成本於其到期應支付時，委託人應予以支付：

11.1 向有關船舶及承包商自己或租進艇具恰收或應由其支付之所有港口費用、引水費用、港務及水道費用及所有類似性質之其他費用；

11.2 承包商合理認為所需或港口或其他主管機關要求之任何拖船協助服務之費用；

11.3 與結關、代理費、簽證、擔保有關之所有成本及所有其他類似性質之其他費用；

11.4 所有稅捐或社會保障費用、印花稅、或有關或與本契約相關應支付之任何賦稅、任何進出口稅捐及任何關稅或消費稅；

11.5 因政府或其他主管機關或聯盟之要

other authorities over and above those costs which would otherwise be reasonably incurred by the Contractor in the execution of the Agreement.

12. Security

The Company shall provide on signing of this Agreement an irrevocable and unconditional security in a form and amount as agreed between the parties.

If required by the Contractor and also In the event that initially no security is requested, the Company shall provide security or further security in a form and amount as agreed between the parties for all or part of any amount which may be or become due under this Agreement. Such security shall be given on one or more occasions as and when required by the Contractor.

13. Liabilities

13.1.1 The Contractor will indemnify and hold the Company harmless in respect of any liability adjudged due or claim reasonably compromised arising out of injury or death occurring during the services hereunder to any of the following persons:

- any servant or agent of the Contractor
- any other person at or near the site of the operations for whatever purpose on behalf or at the request of the Contractor.

13.1.2 The Company will indemnify and hold the Contractor harmless in respect of any liability adjudged due or claim reasonably compromised arising from injury or death occurring during the services hereunder to any of the following persons:

- any servant or agent of the Company.
- any other person at or near the site of the operations for whatever purpose on behalf or at the request of the Company.

13.2.1 Neither the Company nor its servants or agents shall have any liability to the Contractor for loss or damage of whatsoever nature sustained by the Contractor's owned or hired-in craft or equipment, (excluding portable salvage equipment, materials or stores which are reasonably sacrificed during the disposal or other operations on the Vessel), whether or not the same is due to breach of contract, negligence or any other fault on the part of the Company, its servants or agents.

13.2.2 Neither the Contractor nor its servants or agents shall have any liability to the Company for loss or damage of whatsoever nature sustained by the Vessel, whether or not the same is due to breach of contract, negligence or any other fault on the part of the Contractor, its servants or agents.

13.3 Save as otherwise expressly stipulated in this Agreement neither the Contractor nor the Company 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.

求所生之所有費用中，超過承包商於履行本契約合理所可能發生任何成本之部分。

12. 保證金

委託人於簽署本契約時應提出一份不可撤銷且不附條件依雙方所協議之格式及金額之保證金。

一經承包商請求，且如一開始時未請求保證金，委託人即應針對依本契約可能需支付或到期應支付之任何金額之全部或一部提供保證金或依雙方所協議之格式及金額提供另外的保證金。於承包商提出請求時，該保證金即應一次或多次提供之。

13. 責任

13.1.1 有關作業服務過程中針對下列人員所生死傷所產生之任何責任或得合理妥協之任何求償，承包商應補償並使委託人不受任何損害：

- 承包商之任何受雇人或代理人
- 代表承包商或應承包商請求不論為何目的而位於或鄰近於作業現場之任何其他人員。

13.1.2 有關作業服務過程中針對下列人員所生死傷所產生之任何責任或得合理妥協之任何求償，委託人應補償並使承包商不受任何損害：

- 委託人之任何受雇人或代理人
- 代表委託人或應委託人請求不論為何目的而位於或鄰近於作業現場之任何其他人員。

13.2.1 對於承包商因其自己或租進之艇具或設備(不包括於作業服務過程中手持式救助設備、機具或物料之毀損滅失或耗用)所蒙受之任何毀損滅失，無論是否為違反契約、過失或委託人、其受雇人或代理人方面之任何其他疏失所致，委託人或其受雇人或代理人均無須對承包商負責。

13.2.2 對於委託人因船舶所蒙受之任何毀損滅失，無論是否為違反契約、過失或委託人、其受雇人或代理人方面之任何其他疏失所致，承包商或其受雇人或代理人均無須對委託人負責。

13.3 除本契約另有明示協議外。承包方及委託人均不負責對造之收益損失、未能使用損失、生產損失或任何其他無論任何原因之間接或附隨損害。

14. Himalaya Clause

All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement for the benefit of the Contractor or the Company shall also apply to and be for the benefit of their respective sub-contractors, operators, the Vessel's owners (if the Company is the demise/bareboat charterer), masters, officers and crews 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 Contractor or the Company as servants, agents and sub-contractors of such parties. The Contractor or the Company 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.

15. Lien

Without prejudice to any other rights which the Contractor may have, whether in rem or in personam, the Contractor shall be entitled to exercise a possessory lien upon the Vessel in respect of any amount howsoever or whatsoever due to the Contractor under this Agreement and shall for the purpose of exercising such possessory lien be entitled to take and/or keep possession of the Vessel, provided always that the Company shall pay to the Contractor all costs and expenses howsoever or whatsoever incurred by or on behalf of the Contractor in exercising or attempting or preparing to exercise such lien.

16. Time for Suit

Any claim which may arise out of or in connection with this Agreement or any of the services performed hereunder shall be notified by telex, facsimile, cable or otherwise in writing to the party against whom such claim is made, within 12 months of completion or termination of the services hereunder, or within 12 months of any claim by a third party, whichever is later. Any suit shall be brought within one year of the notification to the party against whom the claim is made. If either of these conditions is not complied with, the claim and all rights whatsoever and howsoever shall be absolutely barred and extinguished.

17. Governing Law and Arbitration

14. 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承包商或委託人之全部除外、免責、抗辯、免除、責任限制、補償、特權及條件，應同樣適用及所代表之次契約人、經營人、船舶所有人(如委託人為空船或光船租船人)、船長、船副及船員，亦適用於及有利於母公司、子公司、分公司或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；亦適用並有利於履行本契約範圍內為作業服務之所有董事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。承包商或委託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於上述人員、實體及船舶。

15. 留置權

於不損及承包商所享有之對物或對人之任何其他權利情況下，依據本契約應得之任何金額，承包商本人或其受雇人、代理人或其他人員均有權對船舶實行留置權，並為行使上述留置權，有對船舶進行佔有及或扣留之權利，且凡因承包商或代表承包商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，委託人均須支付給承包商。

16. 訴訟時效

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作業服務所致之任何求償，均須於作業服務完成或終止後十二個月內，或於收到第三人之任何求償之十二個月內，以較後者為準，以電傳、電報或其他書面方式提出。任何訴訟須於通知該求償對之主張之對造一年內提出。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。

17. 準據法及仲裁

17.1 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 Act 1996 or any statutory modification or re-enactment thereof for the time being in force. Any dispute arising hereunder shall be referred to the arbitrament of a sole Arbitrator, to be selected by the first party claiming arbitration from the persons currently on the panel of Lloyd's Salvage Arbitrators with a right of appeal from an award made by the Arbitrator to either party by notice in writing to the other within 28 days of the date of publication of the original Arbitrator's Award.

The Arbitrator on appeal shall be the person currently acting as Lloyd's Appeal Arbitrator.

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

Both the Arbitrator and Appeal Arbitrator shall have the same powers as an Arbitrator and Appeal Arbitrator under LOF 1995 or any standard revision thereof, including a power to order a payment on account of any monies due to the Contractor pending final determination of any dispute between the parties hereto.

17.2 Any dispute arising out of this Agreement shall be referred to Arbitration at the place indicated in Box 14, subject to the procedures applicable there. The laws of the place indicated in Box 14 shall govern this Agreement.

17.3 If Box 14 is not filled in Clause 17.1 shall apply.

17.1 本契約應依據英國法予以解釋並適用，且本契約所生之任何爭議或不同意見，均應依照一九九六年仲裁法或其後任何有效實施之法律修正或修訂，於倫敦交付仲裁。

本契約所生之任何爭議應交付給單一仲裁人進行仲裁，該仲裁人有首先請求仲裁之當事人從勞依茲救助仲裁人名冊中予以選定，任一方當事人於最初仲裁人判決發佈之日起二十八日之內以書面通知他方當事人，針對該仲裁人所為之仲裁判斷提請上訴之權利。

上訴仲裁人應為當前勞依茲上訴仲裁人之人。

除另一方得提起訴訟程序以針對他方當事人於任何國家或可發現之資產之管轄地所擁有之任何資產取得保全性扣押或其他類似救濟方式外，不得於另一裁判所或於任何其他管轄地為起訴。

仲裁人及上訴仲裁人均具有一九九五年勞依茲救助契約公開格式或其後任何標準版本上之仲裁人或上訴仲裁人之同樣權利，包括於雙方當事人間之任何爭議為最終解決前應支付給承包商之任何款項命令支付暫付款之權利。

17.2 本契約所生之任何爭議應於第 14 欄所載地點交付仲裁，並適用該地所應適用之程序。第 14 欄條所載地點之法律應規範本契約。

17.3 如第 14 欄未指定，則第 17.1 條適用之。

ANNEX I TO

INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (FIXED PRICE - "NO CURE NO PAY")
CODE NAME: "WRECKFIXED 99"

Dated:

Vessel:

Schedule of Personnel, Craft and Equipment (Cl. 2, 4.1, 4.4, 7.1 and 7.2)

附錄 I 致：

國際殘骸移除及海事服務契約(固定價格 - “不成功無報酬”)

編號：“WRECKFIXED 99”

日期：

船舶：

人員、艇具及設備規劃(第 2, 4.1,4.4, 7.1 及 7.2 條)



ANNEX II TO

INTERNATIONAL WRECK REMOVAL AND MARINE SERVICES AGREEMENT (FIXED PRICE - "NO CURE NO PAY")
CODE NAME: "WRECKFIXED 99"

Dated:

Vessel:

Method of Work and Estimated Time Schedule (Cl. 2 and 4.1)

附錄 II 致：

國際殘骸移除及海事服務契約(固定價格 - “不成功無報酬”)

編號：“WRECKFIXED 99”

日期：

船舶：

人員、艇具及設備規劃(第 2 及 4.1 條)