

## 金康合同中英文对照

### THE BALTIC AND INTERNATIONAL MARITIME COUNCIL UNIFORM GENERAL CHARTER (AS REVISED 1922, 1976 and 1994)

(To be used for trades for which no specially approved form is in force)

CODE NAME: "GENCON"

1. It is agreed between the party mentioned in Box 3 as the Owners of the Vessel named in Box 5, of the GT/NT indicated in Box 6 and carrying about the number of metric tons of deadweight capacity all told on summer loadline stated in Box 7, now in position as stated in Box 8 and expected ready to load under this Charter Party about the date indicated in Box 9, and the party mentioned as the Charterers in Box 4 that:

The said Vessel shall, as soon as her prior commitments have been completed, proceed to the loading port(s) or place(s) stated in Box 10 or so near thereto as she may safely get and lie always afloat, and there load a full and complete cargo (if shipment of deck cargo agreed same to be at the Charterers' risk and 10 responsibility) as stated in Box 12, which the Charterers bind themselves to ship, and being so loaded the Vessel shall proceed to the discharging port(s) or place(s) stated in Box 11 as ordered on signing Bills of Lading, or so near thereto as she may safely get and lie always afloat, and there deliver the cargo.

#### 1. 兹由第 3 栏所列的下述船舶所有人与第 4 栏所指的承租人，双方协议如下：

船舶名见第 5 栏，总/净登记吨见第 6 栏，货物载重量大约吨数见第 7 栏，现在动态见第 8 栏，根据本租船合同作好装货准备的大约时间见第 9 栏。

上述船舶一旦完成前个合同，应驶往第 10 栏所列的装货港口或地点，或船舶能安全抵达并始终浮泊的附近地点，装载第 12 栏所列的货物，满舱满载，（如协议装运甲板货，则由承租人承担风险。）（承租人应提供所有垫船用席子和/或木料及所需隔板。如经要求，船舶所有人准许使用船上任何垫舱木料。）承租人约束自己装运该货，船舶经此装载后，应驶往第 11 栏所列的，在签发提单时指定的卸货港口或地点，或船舶能安全抵达并始终浮泊的附近地点，交付货物

#### 2. Owners' Responsibility Clause

The Owners are to be responsible for loss of or damage to the goods or for delay in delivery of the goods only in case the loss, damage or delay has been caused by personal want of due diligence on the part of the Owners or their Manager to make the Vessel in all respects seaworthy and to secure that she is properly manned, equipped and supplied, or by the personal act or default of the Owners or their Manager. And the Owners are not responsible for loss, damage or delay arising from any other cause whatsoever, even from the neglect or default of the Master or crew or some other person employed by the Owners on board or ashore for whose acts they would, but for this Clause, be responsible, or from unseaworthiness of the Vessel on loading or commencement of the voyage or at any time whatsoever.

#### 2. 船舶所有人责任条款

船舶所有人对货物的灭失、损坏或延迟交付的责任限于造成灭失损坏或延迟的原因是由于船舶

所有人或其经理人本身未尽谨慎使船舶各方面适航，并保证适当配备船员，装备船舶和配备供应品，或由于船舶所有人或其经理人本身的行为或不履行职责。船舶所有人对由于其他任何原因造成的货物灭失、损坏或延迟，即使是由于船长或船员或船舶所有人雇佣的船上或岸上人员的疏忽或不履行职责（如无本条规定，船舶所有人应对他们的行为负责），或由于船舶在装货或开航当时或其他任何时候不适航所造成的，亦概不负责。

### 3. Deviation Clause

The Vessel has liberty to call at any port or ports in any order, for any purpose, to sail without pilots, to tow and/or assist Vessels in all situations, and also to deviate for the purpose of saving life and/or property.

### 3. 绕航条款

船舶有权为任何目的以任何顺序挂靠任何港口，有无引航员在船均可航行，在任何情况下拖带和/或救助他船，亦可为拯救人命和/或财产而绕航。

### 4. Payment of Freight

(a) The freight at the rate stated in Box 13 shall be paid in cash calculated on the intaken quantity of cargo.

(b) Prepaid. If according to Box 13 freight is to be paid on shipment, it shall be deemed earned and non-returnable, Vessel and/or cargo lost or not lost. Neither the Owners nor their agents shall be required to sign or endorse bills of lading showing freight prepaid unless the freight due to the Owners has actually been paid.

(c) On delivery. If according to Box 13 freight, or part thereof, is payable at destination it shall not be deemed earned until the cargo is thus delivered. Notwithstanding the provisions under (a), if freight or part thereof is payable on delivery of the cargo the Charterers shall have the option of paying the freight on delivered weight/quantity provided such option is declared before breaking bulk and the weight/quantity can be ascertained by official weighing machine, joint draft survey or tally. Cash for Vessel's ordinary disbursements at the port of loading to be advanced by the Charterers, if required, at highest current rate of exchange, subject to two (2) per cent to cover insurance and other expenses.

### 4. 运费支付

(a) 运费应按第 13 栏规定的费率，按所装货物的数量计算以现金支付。

(b) 运费预付。如按第 13 栏规定运费应预付，则运费视为已挣得，无论船舶/货物是否灭失，不得返还。除非运费已支付给船东，否则船东或其代理无需签发运费预付提单。

(c) 运费到付。如按第 13 栏规定运费或部分运费为到付，则运费直到货物卸完才视为挣得。不论 (a) 款如何规定，如运费或部分运费为到付，租家有权在开舱前选择按卸货重量/数量支付运费，且该重量/数量可由官方计量器或联检或理货确定。如经要求，承租人应现金垫付船舶在装货港的经常费用，而按最高兑换率折合并附加 2% 抵偿保险费和其他费用。

### 5. Loading/Discharging

#### (a) Costs/Risks

The cargo shall be brought into the holds, loaded, stowed and/or trimmed, tallied, lashed and/or secured and taken from the holds and discharged by the Charterers, free of any risk,

liability and expense whatsoever to the Owners. The Charterers shall provide and lay all dunnage material as required for the proper stowage and protection of the cargo on board, the Owners allowing the use of all dunnage available on board. The Charterers shall be responsible for and pay the cost of removing their dunnage after discharge of the cargo under this Charter Party and time to count until dunnage has been removed.

**(b) Cargo Handling Gear**

Unless the Vessel is gearless or unless it has been agreed between the parties that the Vessel's gear shall not be used and stated as such in Box 15, the Owners shall throughout the duration of loading/discharging give free use of the Vessel's cargo handling gear and of sufficient motive power to operate all such cargo handling gear. All such equipment to be in good working order. Unless caused by negligence of the stevedores, time lost by breakdown of the Vessel's cargo handling gear or motive power - pro rata the total number of cranes/winchmen required at that time for the loading/discharging of cargo under this Charter Party - shall not count as laytime or time on demurrage. On request the Owners shall provide free of charge cranes/winchmen from the crew to operate the Vessel's cargo handling gear, unless local regulations prohibit this, in which latter event shore labourers shall be for the account of the Charterers. Cranes/winchmen shall be under the Charterers' risk and responsibility and as stevedores to be deemed as their servants but shall always work under the supervision of the Master.

**(c) Stevedore Damage**

The Charterers shall be responsible for damage (beyond ordinary wear and tear) to any part of the Vessel caused by Stevedores. Such damage shall be notified as soon as reasonably possible by the Master to the Charterers or their agents and to their Stevedores, failing which the Charterers shall not be held responsible. The Master shall endeavour to obtain the Stevedores' written acknowledgement of liability. The Charterers are obliged to repair any stevedore damage prior to completion of the voyage, but must repair stevedore damage affecting the Vessel's seaworthiness or class before the Vessel sails from the port where such damage was caused or found. All additional expenses incurred shall be for the account of the Charterers and any time lost shall be for the account of and shall be paid to the Owners by the Charterers at the demurrage rate.

## **5. 装卸**

**(a) 费用/风险**

承租人负责把货物送至舱内，装船、积载和/或平舱，绑扎和/或加固，并从舱内提取和卸货，船舶所有人不承担任何风险，责任和费用。如要求并为保护所装货物，承租人应提供并放置所有垫舱物料，船东允许在船上使用所有有用的垫料。承租人根据本租约负责在卸货后移走所有垫料，并计入装卸时间。

**(b) 船吊**

除非船舶无船吊或双方同意并在第 15 栏中记载不使用船舶装卸设备，船舶应在整个装/卸货物的过程中提供该装卸设备，并提供足够的动力。所有该设备应处于良好工作状态，除非由于装卸工人的疏忽，所有因船舶装卸设备或动力不足引起的的时间损失——根据本租约规定的船吊/温车数量按比例计算——不得计入装卸时间或滞期时间。

应要求船舶所有人应提供船员充当船吊/温车司机，如当地法律禁止，则承租人应负责岸上的劳工费用。船吊/温车司机由承租人负责风险和责任，装卸工人视为其雇佣人员，但由船长监督工

作。

(c) 装卸工人损害

承租人负责装卸工人造成的对船舶的损害（除正常的损耗）。该损害应由船长尽可能快地通知承租人或其代理和装卸工人，否则承租人不负责任。船长应尽力取得装卸工人的书面责任证据。承租人必须在航次结束前修复装卸工人所造成的对船舶的损害，但如该损害有损船舶的适航则应在造成或发现损害的港口起航前修复，所有额外费用由承租人负责，时间损失按滞期费率由承租人支付给船东。

## 6. Lay time

(a) Separate laytime for loading and discharging

The cargo shall be loaded within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count. The cargo shall be discharged within the number of running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(b) Total laytime for loading and discharging

The cargo shall be loaded and discharged within the number of total running days/hours as indicated in Box 16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(c) Commencement of laytime (loading and discharging)

Laytime for loading and discharging shall commence at 13.00 hours, if notice of readiness is given up to and including 12.00 hours, and at 06.00 hours next working day if notice given during office hours after 12.00 hours. Notice of readiness at loading port to be given to the Shippers named in Box 17 or if not named, to the Charterers or their agents named in Box 18. Notice of readiness at the discharging port to be given to the Receivers or, if not known, to the Charterers or their agents named in Box 19.

If the loading/discharging berth is not available on the Vessel's arrival at or off the port of loading/discharging, the Vessel shall be entitled to give notice of readiness within ordinary office hours on arrival there, whether in free pratique or not, whether customs cleared or not. Laytime or time on demurrage shall then count as if she were in berth and in all respects ready for loading/discharging provided that the Master warrants that she is in fact ready in all respects. Time used in moving from the place of waiting to the loading/discharging berth shall not count as laytime.

If, after inspection, the Vessel is found not to be ready in all respects to load/discharge time lost after the discovery thereof until the Vessel is again ready to load/discharge shall not count as laytime.

Time used before commencement of laytime shall count. \* Indicate alternative (a) or (b) as agreed, in Box 16.

## 6. 装卸时间

(a) 装货和卸货分别计算时间

如天气许可，货物应在第 16 栏规定的连续天/小时数内装完，星期日和节假日除外，除非已使用，但只计算实际使用的时间。

如天气许可，货物应在第 16 栏规定的连续天/小时数内卸完，星期日和节假日除外，除非已使用，

但只计算实际使用的时间。

(b) 装货和卸货混合计算时间

如天气许可，货物应在第 16 栏规定的总的连续天/小时数内装卸完毕，星期日和节假日除外，除非已使用，但只计算实际使用的时间。

(c) 装卸时间的起算

如准备就绪通知书在中午 12 点之前（包括 12 点）递交，装卸时间从下午 1 时起算；如通知书在 12 点以后递交，装卸时间从下一个工作日上午 6 时起算。在装货港，通知书应递交给第 17 栏中规定的托运人。如未指定则递交给 18 栏中的承租人或其代理。在卸货港，通知书应递交给收货人，如未知，则递交给 19 栏中的承租人或其代理。

如船舶到达装/卸港而无泊位，则船舶有权在到达后在办公时间内递交通知书，无论检疫与否，无论清关与否，且如船长保证船舶在各方面均准备完毕，如已靠泊并在各方面做好装/卸准备一样，装卸时间或滞期时间开始计算。从等泊位置移到装/卸泊位的时间不计入装卸时间。

如经检验发现船舶未准备就绪，从发现之时起至再次准备就绪的时间不得计入装卸时间。

装卸时间起算前已实际使用的时间计为装卸时间。

协议选择 (a) 或 (b)，并填入第 16 栏。

## 7. Demurrage

Demurrage at the loading and discharging port is payable by the Charterers at 123 the rate stated in Box 20 in the manner stated in Box 20 per day or pro rata for any part of a day. Demurrage shall fall due day by day and shall be payable upon receipt of the Owners' invoice. In the event the demurrage is not paid in accordance with the above, the Owners shall give the Charterers 96 running hours written notice to rectify the failure. If the demurrage is not paid at the expiration of this time limit and if the vessel is in or at the loading port, the Owners are entitled at any time to terminate the Charter Party and claim damages for any losses caused thereby.

### 7. 滞期费

滞期费用由承租人按第 20 栏中规定的每日费率，不足一日者按比例计算，按日支付，并在收到船东的发票后支付。

如未按上述规定支付，船东应给承租人书面通知其在 96 小时内支付，如仍未在此期限内付清，且如船舶在装港，则船东有权在任何时候中止本租约并向其索赔由此引起的任何损失。

## 8. Lien Clause

The Owners shall have a lien on the cargo and on all sub-freights payable in respect of the cargo, for freight, deadfreight, demurrage, claims for damages and for all other amounts due under this Charter Party including costs of recovering same.

### 8. 留置权条款

船舶所有人得因未收取的运费，亏舱费，滞期费和滞留损失和所有应付费用包括为取得该笔收入所

花的费用而对货物和该批货物的转租运费有留置权。

## 9. Cancelling Clause

(a) Should the Vessel not be ready to load (whether in berth or not) on the cancelling date indicated in Box 21, the Charterers shall have the option of cancelling this Charter Party.

(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the cancelling date, they shall notify the Charterers thereof without delay stating the expected date of the Vessel's readiness to load and asking whether the Charterers will exercise their option of cancelling the Charter Party, or agree to a new cancelling date. Such option must be declared by the Charterers within 48 running hours after the receipt of the Owners' notice. If the Charterers do not exercise their option of cancelling, then this Charter Party shall be deemed to be amended such that the seventh day after the new readiness date stated in the Owners' notification to the Charterers shall be the new cancelling date. The provisions of sub-clause (b) of this Clause shall operate only once, and in case of the Vessel's further delay, the Charterers shall have the option of cancelling the Charter Party as per sub-clause (a) of this Clause.

## 9. 解约条款

(a) 如船舶未能在第 21 栏规定的解约日做好装货准备（不论靠泊与否），承租人有权解除本合同。

(b) 如船东预计虽谨慎处理仍无法在解约日前准备装货，则应立即通知承租人其预计准备好的日期，并询问是否解约或同意新的解约日。

承租人应在收到该通知后 48 小时内宣布，如承租人未行使其解约权，则本租约视为修改如下：船东在通知中宣布的准备完毕日期后的第七天为新的解约日。

(c) (b) 款规定只能适用一次，如船舶再次延误，则承租人可选择按本条 (a) 款解除本租约。

## 10. Bills of Lading

Bills of Lading shall be presented and signed by the Master as per the "Congenbill" Bill of Lading form, Edition 1994, without prejudice to this Charter Party, or by the Owners' agents provided written authority has been given by Owners to the agents, a copy of which is to be furnished to the Charterers. The Charterers shall indemnify the Owners against all consequences or liabilities that may arise from the signing of bills of lading as presented to the extent that the terms or contents of such bills of lading impose or result in the imposition of more onerous liabilities upon the Owners than those assumed by the Owners under this Charter Party.

## 10. 提单

船长或如船东给其代理书面授权后由船东代理，按所呈上的 1994 年版“CONGENBILL”格式在不损害

本租约的利益下签发提单，给承租人一付本。如承租人所签发的提单加重了船东在本租约下的责任

和义务，则应向船东赔偿由此引起的损失。

## 11. Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Owners in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any

claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Owners.

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

### 11. 互有责任碰撞条款

如有船舶由于他船疏忽以及本船船长，船员，引水员或承运人的雇佣人员在驾驶或管理船舶中的行为，疏忽或不履行职责而与他船相撞，则本船货主应就他船亦即非本船货物所有人所载货物的船舶或该船舶所有人所受的一切损害或所负一切责任给予本船承运人赔偿，但此种赔偿应以上述损害或责任是指已由或应由他船亦即非本船货物所有人所载货物的船舶或该船舶所有人付与上述货主所受灭失或损害或其提出的任何要求的数额为限，并由他船亦即非本船货物所有人所载货物的船舶作为其向所载船舶或承运人提出的索赔的一部分，将其冲抵，补偿或收回。上述规定在非属碰撞船舶或物体，或在碰撞船舶之外的任何船舶所有人，经营人或主管人，在碰撞，触碰，搁浅或其他事故中犯有过失时，亦应适用。

### 12. General Average and New Jason Clause

General Average shall be adjusted in London unless otherwise agreed in Box 22 according to York-Antwerp Rules 1994 and any subsequent modification thereof. Proprietors of cargo to pay the cargo's share in the general expenses even if same have been necessitated through neglect or default of the Owners' servants (see Clause 2).

If General Average is to be adjusted in accordance with the law and practice of the United States of America, the following Clause shall apply: "In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo shippers, consignees or the owners of the cargo shall contribute with the Owners in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Owners before delivery.

### 12. 共同海损和新杰森条款

共同海损按 1994 年约克-安特卫普规则和其任何修订版本在伦敦进行理算，除非 22 栏另有规定，即使共同海损费用是由船舶所有人的雇佣人员的疏忽或不履行职责所致，货主还应支付其中货物的分摊数额（参见第 2 条）。

如共同海损根据美国的法律和实践进行理算，则适用如下条款：“如果在航次开始以前或以后，由于不论是疏忽与否的任何原因而引起的意外，危险，损害或灾难，而根据法令，契约或其它规定，承运人对此类事件或其后果都不负责，则货物托运人，收货人或货主应在共同海损中与承运人一起分担可能构成或可能发生的具有共同海损性质的牺牲，损失或费用，并应支付关于货物方面所发生的救助费用或特殊费用，如救助船舶为本承运人所有或经营，则其救助费用应

当犹如该救助船舶系第三者所有一样，全额支付。承运人或其代理人所认为足以支付货物方面的预计分摊款额及其救助费用和特殊费用的保证金，如有需要，应由货方，托运人，收货人或货主在提货之前给予承运人。”

### 13. Taxes and Dues Clause

(a) On Vessel -The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed.

(b) On cargo -The Charterers shall pay all dues, charges, duties and taxes customarily levied on the cargo, howsoever the amount thereof may be assessed.

(c) On freight -Unless otherwise agreed in Box 23, taxes levied on the freight shall be for the Charterers' account.

### 13. 税收和使费条款

(a) 关于船舶——船东支付所有对船舶征收的使费，费用和税。

(b) 关于货物——承租人支付所有对货物征收的使费，费用和税。

(c) 关于运费/承租人支付所有对运费征收的税，除非第 23 栏另有规定。

### 14. Agency

In every case the Owners shall appoint their own Agent both at the port of loading and the port of discharge.

### 14. 代理

在任何情况下，装货港和卸货港由船舶所有人指定自己的代理人。

### 15. Brokerage

A brokerage commission at the rate stated in Box 24 on the freight, dead-freight and demurrage earned is due to the party mentioned in Box 24. In case of non-execution 1/3 of the brokerage on the estimated amount of freight to be paid by the party responsible for such non-execution to the Brokers as indemnity for the latter's expenses and work. In case of more voyages the amount of indemnity to be agreed.

### 15. 经纪人费用

经纪人的佣金按已收取的运费，亏舱运费和滞期费，以第 24 栏所规定的费率，支付给第 24 栏所指

定的当事人。合同不履行时，由责任方向经纪人至少支付按估算的运费确定的佣金的 1/3，作为经

纪人所花费用和工作的补偿。在多航次情况下，补偿的数额由双方协议。

### 16. General Strike Clause

(a) If there is a strike or lock-out affecting or preventing the actual loading of the cargo, or any part of it, when the Vessel is ready to proceed from her last port or at any time during the voyage to the port or ports of loading or after her arrival there, the Master or the Owners may ask the Charterers to declare, that they agree to reckon the laydays as if there were no strike or lock-out. Unless the Charterers have given such declaration in writing (by telegram, if necessary) within 24 hours, the Owners shall have the option of cancelling this Charter Party. If part cargo has already been loaded, the Owners must proceed with same, (freight payable



on loaded quantity only) having liberty to complete with other cargo on the way for their own account.

(b) If there is a strike or lock-out affecting or preventing the actual discharging of the cargo on or after the Vessel's arrival at or off port of discharge and same has not been settled within 48 hours, the Charterers shall have the option of keeping the Vessel waiting until such strike or lock-out is at an end against paying half demurrage after expiration of the time provided for discharging until the strike or lock-out terminates and thereafter full demurrage shall be payable until the completion of discharging, or of ordering the Vessel to a safe port where she can safely discharge without risk of being detained by strike or lock-out. Such orders to be given within 48 hours after the Master or the Owners have given notice to the Charterers of the strike or lock-out affecting the discharge. On delivery of the cargo at such port, all conditions of this Charter Party and of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance to the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

(c) Except for the obligations described above, neither the Charterers nor the Owners shall be responsible for the consequences of any strikes or lock-outs preventing or affecting the actual loading or discharging of the cargo.

#### 16. 普通罢工条款

(a) 当船舶从上一港口准备启航时，或在驶往装货港的途中，或在抵港后，如因罢工或停工而影响全部或部分货物装船，船长或船舶所有人可以要求承租人声明同意按没有发生罢工或停工的情况计算装卸时间。如承租人未在 24 小时内以书面（必要时以电报）作出声明，船舶所有人有解除合同的选择权。如果部分货物已经装船，则船舶所有人必须运送该货物（运费仅按装船的数量支付），但有权按自己的利益在途中揽运其他货物。

(b) 当船舶抵达卸货港或港外之时或之后，如由于罢工或停工而影响货物的卸载，并且在 48 小时内未能解决时，收货人可选择使船舶等待到罢工或停工结束，并在规定的装卸时间届满后，支付半数滞期费，或者指示船舶驶往一没有因罢工或停工而延误和危险的安全港口卸货。这种指令应在船长或船舶所有人将影响卸货的罢工或停工情况通知承租人后 48 小时内发出。在这种港口交付货物时，本租船合同和提单中的所有条款都将适用，并且，船舶应和原目的港卸货一样，收取相同的运费，但当到替代港口的距离超过 100 海里时，在替代港所交付的货物运费应按比例增加。

(c) 除了上述规定，承租人和船东对任何罢工或停工而无法或影响货物装卸所引起的后果均不负责任。

#### 17. War Risks ("Voywar 1993")

(1) For the purpose of this Clause, the words:

(a) The "Owners" shall include the shipowners, bareboat charterers, disponent owners, managers or other operators who are charged with the management of the Vessel, and the Master; and

(b) "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, rebellion, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all Vessels or imposed selectively against Vessels of certain flags or ownership, or against certain cargoes or crews or otherwise

howsoever), by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessel, her cargo, crew or other persons on board the Vessel.

(2) If at any time before the Vessel commences loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Contract of Carriage, or any part of it, may expose, or is likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks, the Owners may give notice to the Charterers cancelling this Contract of Carriage, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessel, her cargo, crew or other persons on board the Vessel to War Risks; provided always that if this Contract of Carriage provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessel, her cargo, crew, or other persons onboard the Vessel may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Contract of Carriage if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

(3) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo (or any part thereof), crew or other persons on board the Vessel (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Contract of Carriage. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the loading port, to receive the full freight as though the cargo had been carried to the discharging port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.

(4) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessel, her cargo, crew or other persons on board the Vessel may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the discharging port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.

(5) The Vessel shall have liberty:

(a) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessel sails, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;

(b) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance;

(c) to comply with the terms of any resolution of the Security Council of the United Nations, any directives of the European Community, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement;

(d) to discharge at any other port any cargo or part thereof which may render the Vessel liable to confiscation as a contraband carrier;

(e) to call at any other port to change the crew or any part thereof or other persons on board the Vessel when there is reason to believe that they may be subject to internment, imprisonment or other sanctions;

(f) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route.

(6) If in compliance with any of the provisions of sub-clauses (2) to (5) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Contract of Carriage.

## 17. 战争风险 (Voywar1993)

(1) 本条定义

(a) “船东”指船舶所有人，光船租船人，实际承运人，船舶经营人或其他管理人员，或船长。

(b) “战争风险”包括任何实际的或预料的战争，敌对行为，军事行动，内战，内乱或革命，破坏活动，海盗行为，侵略行为，敌对或恶意行为，封锁，或任何个人，团体，侵略者，政府，交战国或组织宣布为封锁的任何行动（无论是针对所有船舶或某一船旗的船舶，或针对某种货物或船员），且根据船长和/或船东的合理判断，可能或似乎或将对船舶，其货物，船员或船上其他人员构成危险。

(2) 如在船舶开始装货前的任何时候，根据船长和/或船东的合理判断，发现履行合同或任何部分合同将使船舶或船长和船员后货物在航次任何阶段遭受战争风险，则船舶所有人有权告知承租人解除本租船合同，或拒绝履行部分合同。如果该租约规定了装卸货物港的范围，且承租人指定的港口将使船舶，货物，船员或其他船上人员遭受战争风险，船东应首先要求承租人指定在范围内的其他港口，仅在承租人收到该要求 48 小时后仍未指定安全港时有权解除租船合同。

(3) 无论在开始装货后或在卸货结束前的航行的任何阶段，根据船长和/或船东的合理判断，发现船舶，货物（或部分货物），船员或船上其他人员将遭受战争风险，则不能要求船长继续装货或继续航程或部分航程或签发提单，或通过任何运河或水道，或前往或滞留在任何港口。如发生此种情况，船东应通知承租人指定卸货的安全港口。如在收到该通知 48 小时后，承租人未指定所述港口，船东有权选择在任何安全港口（包括装货港）卸下货物，并视为合同的全部履行。

船东有权从承租人那里得到因该卸货的额外支出，如在非装货港卸货，则就象货物运达至目的性一样船东有权收取全部运费，如超过原卸港 100 海里，则按距离收取额外运费，且船东有权因该支出和运费留置货物。

(4) 如在装货开始后，根据船长和/或船东的合理判断，发现船舶，货物（或部分货物），船员或船上其他人员将在正常和习惯航线（包括运河和水道）中遭受战争风险，且有一条至卸货港的较长航线，则船东应通知承租人他将采用该航线，在此情况下，如总的航行距离超过原航线 100 海里，则船东有权按距离收取额外运费。

(5) 船舶可以自由

(a) 服从船旗国或根据法律船东应遵守的国家，或其他政府或团体或组织所发出的有关装载，离港，到港，航线，护航，挂港，停航，目的港，地区，水域，卸载，交货或任何其他方面的任何命令，指令或建议；

(b) 服从任何个人依据本船的战争险条款有权发出的任何命令，指令或建议；

(c) 服从联合国安理会的提议，欧盟指令，或其他任何有权超国家的团体所发出的指令。船东应遵守的国际法和其他强制性命令和指令；

(d) 在任何港口卸货或部分货物，该货物可能使船舶因视为走私而被充公；

(e) 挂靠任何港口以调换船员或部分船员或船上的其他人员，因有理由认为他们可能被埋葬，入狱或受制裁；

(f) 当根据本条规定未装货或已卸货时，船东为其自身利益装运其他货物，并运至其他港口，无论是向前或返回或与正常或习惯航线相反航行。

(6) 如根据本条 (2) 至 (5) 款规定而作为或不作为，都不得视为绕航，而应视为本租约的完全履行。

## 18. General Ice Clause

### Port of loading

(a) In the event of the loading port being inaccessible by reason of ice when the Vessel is ready to proceed from her last port or at any time during the voyage or on the Vessel's arrival or in case frost sets in after the Vessel's arrival, the Master for fear of being frozen in is at liberty to leave without cargo, and this Charter Party shall be null and void.

(b) If during loading the Master, for fear of the Vessel being frozen in, deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to any other port or ports with option of completing cargo for the Owners' benefit for any port or ports including port of discharge. Any part cargo thus loaded under this Charter Party to be forwarded to destination at the Vessel's expense but against payment of freight, provided that no extra expenses be thereby caused to the Charterers, freight being paid on quantity delivered (in proportion if lumpsum), all other conditions as per this Charter Party.

(c) In case of more than one loading port, and if one or more of the ports are closed by ice, the Master or the Owners to be at liberty either to load the part cargo at the open port and fill up elsewhere for their own account as under section (b) or to declare the Charter Party null and void unless the Charterers agree to load full cargo at the open port.

### Port of discharge

(a) Should ice prevent the Vessel from reaching port of discharge the Charterers shall have the option of keeping the Vessel waiting until the re-opening of navigation and paying demurrage or of ordering the Vessel to a safe and immediately accessible port where she can safely discharge without risk of detention by ice. Such orders to be given within 48 hours after the

Master or the Owners have given notice to the Charterers of the impossibility of reaching port of destination.

(b) If during discharging the Master for fear of the Vessel being frozen in deems it advisable to leave, he has liberty to do so with what cargo he has on board and to proceed to the nearest accessible port where she can safely discharge.

(c) On delivery of the cargo at such port, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if she had discharged at the original port of destination, except that if the distance of the substituted port exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port to be increased in proportion.

## 18. 普通冰冻条款

### 装货港

(1) 当船舶准备从上一港口开航时，或在航程中的任何时候，或在船舶抵达时，因冰冻而不能进入装货港，或者，在船舶抵港后发生冰冻，船长可以因担心船舶被冻结而决定不装运货物离港，本租船合同因此失效。

(2) 如在装货过程中，船长因担心船舶被冻结而认为离港更有利时，他可以决定载运已装船的货物离港，并可为船舶所有人的利益将船舶驶往任何其他港口揽载货物运至包括卸货港在内的任何其他港口。根据本租船合同已装船的任何部分货物，在不因此增加收货人额外费用的条件下，由船舶所有人转运至目的港并承担费用，但运费仍应支付，此运费按交付的货物数量计付（若为整笔运费，则按比例支付），所有其他条件按租船合同。

(3) 如装货港不止一个，并且其中一个或数个因冰冻而关闭，船长或船舶所有人可选择在不冻港装载部分货物，并按（1）款规定，为其自身利益而在其他地点揽载货物，或者，当承租人不同意在不冻港装载货物时，宣布本租船合同失效。

(4) 本冰冻条款不适用春季。

### 卸货港

(1) 如船舶因冰冻（春季除外）而不能抵达卸货港，收货人可选择使船舶等候至恢复通航，并支付滞期费，或指示船舶驶往一安全并能立即驶入并安全卸货而没有因冰冻而滞留风险的港口。这种指示应在船长或船舶所有人向承租人发出船舶不能抵达目的港通知后 48 小时作出。

(2) 如在卸货期间，船长担心船舶被冻结而认为离港更为有利时，他可以决定载运船上货物离港，并驶往能驶入并能安全卸货的最近港口。

(3) 在此种港口交货时，提单上的所有条件应适用，船舶应按其在原目的港卸货一样，收取相同运费，但如到达替代港口的距离超过 100 海里，则在替代港口交付货物的运费应按比例增加。

## 19. Law and Arbitration

(a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of this Charter Party 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. Unless the parties agree upon a sole arbitrator, one arbitrator shall be appointed by each party and the arbitrators so appointed shall appoint a third arbitrator, the decision of the three-man tribunal thus constituted or any two of them, shall be final. 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 be final.

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25\*\* the arbitration shall be conducted in accordance with the Small Claims Procedure of the London Maritime Arbitrators Association.

(b) This Charter Party shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and should any dispute arise out of this Charter Party, 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..

For disputes where the total amount claimed by either party does not exceed the amount stated in Box 25\*\* the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc..

(c) Any dispute arising out of this Charter Party shall be referred to arbitration at the place indicated in Box 25, subject to the procedures applicable there. The laws of the place indicated in Box 25 shall govern this Charter Party.

(d) If Box 25 in Part 1 is not filled in, sub-clause (a) of this Clause shall apply.

(a), (b) and (c) are alternatives; indicate alternative agreed in Box 25.

\*\* Where no figure is supplied in Box 25 in Part 1, this provision only shall be void but the other provisions of this Clause shall have full force and remain in effect.

## 19. 法律和仲裁

\* (a) 本租约适用英国法，如有任何争议应提交至伦敦根据 1950 年和 1979 年仲裁法以及随着时间增长所作的修订版进行仲裁。除非双方同意独任仲裁，适用三人仲裁庭，双方各指定一名，第三人由该两人选择，他们或其中任何两人的决断是最终的。一方收到另一方已指定一名仲裁员的书面通知后，应在 14 天内指定另一名仲裁员，否则已指定的那名仲裁员的决断为最终决断。如争议金额未超过第 25 栏规定的金额\*\*，该仲裁应按伦敦海事仲裁委员会的小额索赔程序进行。

\* (b) 本租约适用美国法典第 9 条和美国海运法，如有任何争议应提交至纽约的三人仲裁庭，双方各指定一名，第三人由该两人选择，他们或其中任何两人的决断是最终的，为执行该决断，应按法庭规则达成该协议。仲裁应按海事仲裁协会规则进行。

如争议金额未超过 25 栏规定的金额\*\*，该仲裁应按纽约仲裁协会的简易仲裁程序进行。

\* (c) 本租约引起的任何争议应提交至 25 栏指定的地方仲裁，25 栏指定地点的法律适用本租约。

(d) 如 25 栏未填写，适用本条 (a) 款。

\*(a), (b)和(C)选择其一，并填入第 25 栏。

\*\*如第 I 部分 25 栏未填，本款无效，但本条其他款仍然全部有效。

