

GENCON 94

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 Vbox6 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 Box 8 and expected ready to load under this charter party about the date indicated in Hox9, and the party mentioned as the Charterers in Box 4 that:

The said Vessel shall, s 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 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 Box11 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 条所列的下列船舶的所有人与第 4 栏所指的承租人, 双方协议如下: 船舶名称见第 5 栏, 总吨/净吨见第 6 栏, 按夏季载重线确定的全部载重量公吨数见第 7 栏, 现在动态见第 8 栏, 根据本租船合同预计准备装货的大约日期见第 9 栏. 上述船舶在其先前义务履行完毕后, 应立即驶往第 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和 responsibility). 承租人须自己负责装运该货. 船舶经装载后, 应驶往第 11 栏所列, 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 ..所有人责任条款

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 whose acts they would but for this clause, be responsible, or from unseaworthines of the Vessel on loading or commencement of the voyage or at any time whatsoever.

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所有人或其经理人本身未尽适当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, 或由于所有人或其经理人本身的行为或不履行职责.

所有人对由于其他任何原因造成的货物灭失, 损坏或延迟不负责, 即使是由于船长或所有人雇佣的船上或岸上的其他人员的疏忽或不履行职责造成的, 如无本条规定, 所有人可能须对他们的行为负责, 或是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.

3. Deviation Clause 3. 绕航条款

The Vessel gas 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 .

船舶有权为任何目的以任何顺序挂靠任何港口, 没有引航员在船也可航行, 在任何情况下拖带和/或帮助他船, 亦可为拯救人命和/或财产而绕航.

4. Payment of Freight 4. 运费支付

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

a) 运费应按第 13 栏所列费率, 根据装船货物的数量计算, 以现金支付.

(b) Prepaid if according to Box 13 freight is to be paid on shipment, it shall be deemed earned and nonreturnable, Vessel and /or cargo lost or no 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.

(b) 预付. 如按第 13 栏, 运费是在装船时支付, 则应视为运费已经收取并且是不可退还的, 而无论船舶和/或货物是否发生灭失.

如果应支付给所有人的运费尚未实际支付则不能要求所有人或其代理人签发或背书表明运费已经预付的提单.

(c) On delivery .If according to Box13 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 of exchange, subject to two (2)per cent to cover insurance and other expenses.

c) 到付. 如按第 13 栏,运费或部分运费在目的地支付,则在货物按按这种方式交付之前,不应认为运费已经收取.尽管有 (a) 款规定,如果运费或部分运费在交付货物时支付,承租人应有选择按交付货物的重量/数量支付运费的权利,只要这种选择是在散货分解之前宣布的,并且该重量/数量可由公认的衡重仪器,共同查验单据或理货加以确定.

5.Loading /Discharging 5.装货/卸货

(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.

(a) 费用/风险 : 货物应由承租人负责送至舱内,装船,积载和/或平舱,理货,绑扎和/或固定,并从舱内取出和卸船,所有人不承担任何风险,责任和费用.承租人应提供并铺设为适当积载和保护船上货物所需要的垫舱物料,但所有人有权决定是否允许所有这些垫舱物料在船上的使用.根据本租船合同当货物卸船后,承租人应负责将其垫料移走并支付移走垫料所需的费用,花费的时间计入装卸时间,直到垫料已经移走.

(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 Bessel's cargo handling gear or motive power-pro rata the total number of cranes/winches 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 cranemen/winchemen 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. Cranemen/winchemen 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.

(b) 货物装卸设备 :除非船上无装卸设备或经当事方协议不使用船上的装卸设备,并在第 15 栏中载明,所有人在整个装卸过程中可以自由使用船上的货物装卸设备并使用充足动力操纵所有这些设备.所有这些设备应处于良好工作状态.如果不是由于装卸人员的疏忽所造成,船上的货物装卸设备或动力故障引起的时间损失,应按发生故障的设备占根据本租船合同装/卸货物时所要求的起重机/起货机总数的比例予以扣减,不计入装卸时间或滞期时间. 如果当地规定不加禁止,经承租人要求,所有人应提供由船员充当的起货机司机/起重机司机来操纵船上的货物装卸设备,但所有人对这些司机并不承担责任.如果当地规定不允许,岸上的劳动力应由承租人负责雇佣.起货机司机/起重机司机应由承租人承担风险和责任,并且作为装卸人员应视为承租人的受雇人,当应始终工作在船长的监督之下.

(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 thje 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.

(c) 装卸人员造成的损害 :承租人应对由于装卸人员造成的船舶任何部分的损害(超出正常损耗)负责.这种损害应由船长尽快通知承租人或其代理人和其装卸人员.如果未能如此,承租人将不承担责任.船长应当尽量取得装卸人员对其责任的书面承认.

承租人在航次完成前,有义务修理装卸造成的任何损害,但是船舶从造成或发现这种损害的港口开航前影响船舶适航性或船级的那部分装卸造成的损害必须进行修理.所有发生的额外费用应由承租人负担,损失的任何时间也应由其承担,承租人应按照滞期费率支付给所有人.

6.Laytime 6.装卸时间

***(a) Separate laytime for loading and discharging** The cargo shall be loaded within the number of running days/hours as indicated in Box16, weather permitting, Sunday 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 Box16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(a) 装货和卸货分别计算时间 如果天气许可,货物应在第 16 栏规定的连续日/小时数内装完,星期日和节假日除外,除非已经使用,但只计算使用的时间. 如果天气许可,货物应在第 16 栏规定的连续日/小时数内卸完,星期日和节假日除外,除非已经使用,但只计算使用的时间.

(b) Total laytime for loading and discharging

The cargo shall be loaded and discharged within the number of total running day/hours as indicated in Box16, weather permitting, Sundays and holidays excepted, unless used, in which event time used shall count.

(b) 装货和卸货混合计算时间 如天气许可,货物应在第 16 栏规定的总的连续日/小时数内装卸完毕,星期日和节假日除外,除非已经使用,但只计算使用的时间.

(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 Box17 or if not named, to the Charterers or their agents named in Box18. 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 Box19.

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 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/discharging berth shall not count as laytime.

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

Time used before commencement of laytime shall count.

***Indicate alternative (a) or (b) as agreed, in Box 16.**

(c) 装卸时间的起算 如准备就绪通知书在 1200 时之前包括 1200 时递交,装卸时间从 1300 时起算;如通知书在 1200 时之后的办公时间递交,装卸时间从下一个工作日的 0600 时起算.在装货港,通知书应递交给第 17 栏中规定的托运人,如未规定托运人,则应递交给承租人或第 18 栏中规定的他们的代理人,在卸货港,准备就绪通知书应递交给承租人或第 19 栏中规定的他们的代理人.

如当船舶抵达或驶离装货/卸货港口时,装货/卸货泊位不能进入,船舶抵达那里时应有权在正常的办公时间内递交准备就绪通知书,不论船舶是否免除检疫,也不论是否已办理结关手续,只要船长保证船舶实际上已在各方面做好了准备,装卸时间或滞期时间就应当如同船舶已进入泊位并在各方面做好了装货/卸货准备一样进行计算.但船舶从等泊地点移到装货/卸货泊位所用的时间不应记入装卸时间.

经检查,如果发现船舶未能在各方面做好装货/卸货准备,则从发现之时直到船舶重新做好装货/卸货准备为止所损失的时间,不应记入装卸时间。

装卸时间起算之前使用的时间应当计算。 协议选择 (a) 或 (b) ,并填入第 16 栏。

7. Demurrage. 滞期费

Demurrage at the loading and discharging port is payable by the Charterers at 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 Owner's invoice.

In the event the demurrage is not paid in accordance with the above. The Owners shall give the Charterers 97 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.

装货和卸货港口的滞期费,由承租人按第 20 栏规定的费率以 20 栏规定的方式按日支付,不足一日按比例计算.滞期费应按日连续累计,并应凭收到的所有人出具的发票支付。

如果滞期费未按上述规定支付,所有人应给予承租人 96 个连续小时的时间发出纠正该错误的书面通知,如果滞期费仍未在此期间届满期间支付,并且船舶正处于装货港,所有人有权在什么时候终止本租船合同,并要求赔偿因此造成的损失。

8. Lien Clause. 留置权条款

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

所有人得因未收取的运费,亏舱费,滞期费,损害赔偿请求和所有其他根据本租船合同应取得的款项,保括恢复原状花费的费用,对货物以及货物方面的所有应支付的附属运费行使留置权。

9. Cancelling Clause . 解约条款

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

(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),承租人将有权选择解除本租船合同。

(b) Should the Owners anticipate that, despite the exercise of due diligence, the Vessel will not be ready to load by the canceling 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 canceling the Charter Party, or agree to a new canceling 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 canceling, 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 canceling 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 canceling the Charter Party as per sub-clause (a) of this Clause.

(b) 如所有人预见到,即使尽到适当谨慎,船舶也将不能在解约日之前做好装货准备,所有人应无延迟的通知承租人,说明船舶做好装货准备的预计日期,并询问承租人是否行使其解除租船合同的选择权,或者同意重新确定一个解约日。

这项选择必须由承租人在收到所有人通知之后 48 个连续小时内宣布,如承租人未行使其解约选择权,本租船合同应视为已被修改,所有人向承租人所发通知中载明的新的准备就绪日期之后的第十一天应作为新的解约日。

本条 (b) 款规定仅能行使一次,并且在船舶进一步延误的情况下,承租人跟据本条 (a) 款应有选择解除本租船合同的权利。

10. Bills of Lading. 提单

Bills of Lading shall be presented and signed by the Master as per "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.

提单应按 1994 年版"Congenbill"提单格式由船长出具并签发,但不妨碍本租船合同,或由所有人的代理人出具并签发,只要已书面授权了该代理人.其中一份提单应提交给承租人.承租人应就签发提单所引起的全部后果或责任赔偿所有人,但仅以这种提单条款或内容为所有人设置或导致设置的比按本租船合同所有人履行的更重的责任范围为限.

11.Both-to-Blame Collision Clause.双方有责碰撞条款

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 vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

如船舶由于他船疏忽以及本船船长,船员,引航员或所有人的受雇人在驾驶或管理船舶中的行为,疏忽或不履行职责而与他船碰撞,则根据本租船合同承运的货物的所有人应赔偿所有人的一切损失或对他船亦即非载货船舶或其所有人所负的责任,但此种赔偿应以上述损失或责任是指已由或应由他船亦即非载货船舶或其所有人付给上述货物的所有人其货物的灭失,或损坏,或其提出的任何索赔数额为限,且已由他船亦即非载货船舶作为其向载货船舶或所有人提出索赔的一部分抵销,扣除或追回.

12.共同海损和新杰条款

除非第 22 栏中另有约定共同海损应在伦敦按照 1994 年约克·安特卫普规则及其以后的各项修订进行理算.即使共同海损是由于所有人的受雇人的疏忽或不履行职责所致,货主仍应支付其中货物的分摊数额.(参见第 2 条)

如果共同海损按照美国的法律和惯例进行理算,应当适用以下条款:"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意外,危险,损害或灾难,而根据法令,合同或其他规定,所有人对此类事件或此类事件的后果都不负责,则货物托运人,收货人或货物所有人应在共同海损中与所有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.如有某一救助船舶为本所有人所有或由其经营,则其救助费用犹如该救助船舶系为第三者所有一样,全额支付.所有人或其代理人所认为足以支付货物方面的预计摊款,以及出自货物的救助费用及特殊费用的备用金,如有需要,应由货物托运人,收货人或货物所有人在提货之前付给所有人".

13.Taxes and Dues Clause 税收和费用条款

a)On Vessel-The Owners shall pay all dues, charges and taxes customarily levied on the Vessel, howsoever the amount thereof may be assessed. 船舶 所有人应支付的所有习惯向船舶征收的规费,费用和税收,而不论数额如何计算.

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. 货物 承租人应支付所有习惯上向货物征收的规费,费用,关税和税收,而不论数额如何计算.

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

运费 除非第 23 栏中另有约定,对运费所征税收,应由承租人负担.

14.Agency.代理

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

在任何情况下,在装货港和卸货港由所有人指定自己的经纪人或代理人.

15.Brokerage 经纪人费用

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.

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

合同不履行时,由对这种不履行负有责任的当事方向经纪人支付按估算的运费确定的佣金的三分之一,作为经纪人所花费和作的补偿,有多航次的情况下,补偿的数额协议确定。

16. General Strike Clause. 普通罢工条款

a) If there is a strike or lockout 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 canceling 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.

(a) 当船舶从上一港口准备起航时,或在驶往装货港途中,或在抵港后,如因罢工或停工而影响或阻碍全部或部分货物实际装船,船长或所有人可以要求承租人声明按没有发生罢工或停工的情况计算装卸时间.如果承租人未在 24 小时之内以书面(必要时以电报)做声明,所有人有解除本租船合同的选择权.如果部分货物已经装船,则所有人必须运送该货物,(运费仅按装船的数量支付),但有权为自己的利益在途中揽运其他货物。

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.

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

(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或阻碍货物的实际卸载并且在 48 小时之内未能解决时,承租人可选择使船舶等待至罢工或停工结束,并在规定的卸货时间届满后直到罢工或停工结束前,支付半数的滞期费,但在罢工或停工结束后直到卸货完毕前应支付全数的滞期费;或者指令船舶驶往一没有因罢工或停工而延误的的安全港口卸货.这种指令应在船长或所有人将影响或所有人将影响卸货的罢工或停工的情况通知承租人后 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,并且船舶应在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,在替代港口的交付的货物运费应按比例增加。

除非上述内容规定的义务有所不同外,承租人和所有人对由于罢工或停工而阻碍或影响货物的实际装卸所引起的后果,概不负责。

17. War Risks ("Voywar 1993") .战争风险(航次战争险 1993)

1) For the purpose of this Clause, the words: 为本条的目的,下列各词:

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

"所有人"包括船舶所有人,光船承租人,第二船舶所有人,经理人或其他负责船舶经营管理的经营人,以及船长;

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 other wise 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.

"战争风险"包括由任何人,机构,恐怖分子或政治团体,或无论任何国家的政府所采取的任何战争(不论是实际战争还是战争威胁),战争行为,内战,敌对,革命,暴动,内乱,军事行动,埋设水雷(不论是实际的还是据报告的),海盗行为,恐怖行为,敌对行为或蓄意破坏,封锁(不论是针对所有船舶还是有选择地仅针对悬挂某些国家国旗或属于某所有权的船舶,或针对某类货物或其他任何事项).这种风险经船长和/或所有人合理判断,认为可能危及或者很可能危及或很可能变得危及船舶,船上货物,船员或船上的其他人员.

(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 canceling 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 or 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.

(2) 如在船舶开始装货前的任何时候,经船长和/或所有人合理判断,发现运输合同或其任何部分的履行可能或很可能使船舶,船上开始装货前的任何时候,经船长和/或所有人合理判断,发现运输合同或其任何部分的履行可能或很可能使船舶,船上货物,船员或船上其他人员遭受战争风险的部分;但始终应满足本如本运输合同规定选择某一范围内的港口装货或卸货,并且在承租人指定的港口,船舶,船上货物,船员或船上其他人员可能或很可能遭受战争风险,所有人首先应要求承租人在该可供装货或卸货的港口范围内重新指定安全港口.如果承租人未能在收到这种要求的通知之时起 48 小时内指定安全港口,可能只有解除本运输合同.

(3)The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of lading for any ports 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 discharge, Charterers shall not have nominated such a port, the owners may discharge the cargo at any sage port of their choice (including the port of loading) in complete fulfillment 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 alien on the cargo for such expenses and freight.

(3) 如在装货开始后或在卸货完毕前航次的任何阶段,经船长和/或所有人合理判断,发现船舶,船上货物(或其任何部分)船员或船上其他人员(或其任何一人或多人)可能或很可能遭受战争风险,则不能要求所有人继续为本航次装货,或者签发到达任何港口或地点的提单,或者开始履行或继续履行本航次或航次的任何部分,或者驶过任何运河或水道,或者驶往或停留在无论任何港口或地点.如果发现的确如此,所有人可以发出通知要求承租人指定一个用来卸下货物或其任何部分的安全港口,并且如果在收到这种通知之时起 48 小时内,承租人未能指定这样的港口,所有人可以在其选定的任何安全港口(包括装货港)卸下货物,视为完全履行了本运输合同.所有人对这种卸货引起的额外费用有权从承租人处得到补偿,并且如果是在装货港以外的

任何港口卸货,还有权收取全额运费,如同货物已运抵了卸货港,如果多出的距离超过了 100 海里,收取的附加运费占合同约定运费的百分比应相当于多出距离正常和习惯航线距离的百分比,所有人因这种费用和运费可以对货物行使留置权。

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.

(4) 如在装货开始后航次的任何阶段,经船长和/或所有人合理判断,发现在为完成合同航次而正常和习惯使用的航线的任何部分(包括任何运河和水道),船舶,船上货物,船员或船上其他人员可能或很可能遭受战争风险,并且还有一条可到卸货港但距离较远的航线,所有人则应通知承租人采用该航线.在这种情况下,所有人应有权收取占合同约定运费百分比相当于多出距离占正常和习惯航线距离百分比的附加费用。

(5)The Vessel shall have liberty: 船舶可以自由:

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;

服从船舶航行时所悬国旗的国家政府,或所有人遵守其法律的其他任何有这种要求的政府,或任何有权强迫服从其命令或指示的机构或团体所发出的所有有关离港,到港,航线,护航,挂港,停航,目的港,卸货或其它任何方面的命令,指示,建议或意见。

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 服从任何战争险保险人有权根据战争险保险条款发出的命令,指示或建议。

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

服从联合国安理会所作任何决议,欧共体所作任何指示的规定,其他任何超国家机构有权发出和作出的有效命令,以及服从旨在使所有人所遵守的法律得以强制实施国内法,并遵守那些负责强制实施的人所发出的命令和指示。

d) 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;

在其他任何港口卸下因走私被没收而被可能使船舶承担责任的任何货物或其部分。

e) 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.

为更换船员或其任何部分,或船上其他人员而挂靠其他任何港口;当有理由相信他们可能受到拘留,关押或其他制裁。

f)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 fulfillment of the Contract of Carriage.

(f) 如根据本条规定,所有人尚未将货物装船或已将货物卸离,可为所有人自己的利益装载其他货物并将其运送到其他任何港口,不论此港口近于或远于原港口,或是与一般或习惯航线方向相反。

(6) 如为遵守本条(2)至(5)款规定而采取或未采取任何行动,这种行动不应视为绕航,而应作为运输合同的适当履行。

18.General Ice Clause 普通冰冻条款

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.

(a) 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冰冻而决定不装运货物离港,本租船合同因此失效。

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.

(b) 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,他可以决定在运已装船的货物离港,并可为所有人的利益将船舶驶往任何其他港口运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,在不因此增加承租人额外费用的条件下,由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,则按比例计付),所有其他条件按本租船合同。

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.

(c) 如装货港不只一个,并且其中一个或数个因冰冻而关闭,船长或所有人可选择在不冻港装载部分货物,并按(b)款规定,为其自身利益而在其他地点运载货物,或者,当承租人不同意在不冻港装满货物时宣布本租船合同失效。

卸货港

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. 如船舶因冰冻而不能抵达卸货港,承租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所有人向承租人发出船舶不能抵达目的港通知后 48 小时内作出。

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 .

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。

c) On delivery of the cargo at such port, all conditions of the Bill of Lading 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.

在此种港口交货时,提单上的所有条件均应适用,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 法律和仲裁

*(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 reenactment 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 by each party and the arbitrators so appointed a third arbitrator, the decision of the threeman tribunal thus constituted or any two of them, shall be final. One

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.

(a) 本租船合同应受英国法律约束并按照英国法律进行解释.任何因本租船合同引起的争议应依照 1950 年和 1979 年仲裁法或任何对其进行的法律修正或因其效力期间届满而重新颁布的法律,在伦敦提交仲裁解决.如果当事各方不能协议选定一名独任仲裁员,每一方当事人应各自指定一名仲裁员,双方分别指定的仲裁员再共同指定第三名仲裁员,三名仲裁员组成的仲裁作出的决定或三人中任何两人作出的决定,构成终局裁决.当一方当事人得知另一方当事人的仲裁员已书面指定时,该方当事人的仲裁员已书面指定时,该方当事人应在 14 天内指定本方的仲裁员,如果不能指定,则单方指定的这名仲裁员所做裁决将是终局裁决.对于任何一方请求的总额未超出第 25 栏规定数额的争议,仲裁应依照伦敦海事仲裁协会的小数额索赔程序进行.

*(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...

本租船合同应受美国法典第 9 篇和美国海商法约束,并按照该法典和法律进行解释.如因本租船合同,引起任何争议,争议事项应在纽约交由三人裁决.其中每方当事人各自指定一名,再由选定的这两名共同指定第三名;他们作出的决定或他们当中任何两人作出的决定将成为终局裁决,并且为执行任何裁决的目的,本协议可能成为法院的一项依据.仲裁的各项程序应按照海事仲裁员协会的规则进行.对于任何一方请求的总额未超出第 25 栏规定数额争议,仲裁应依照海事仲裁员协会的简易仲裁程序进行.

*(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.

(c) 因本租船合同引起的任何争议应提交到第 25 栏中列明的地点,按当地适用的程序进行仲裁.第 25 栏所列地点的法律约束本租船合同.

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

(d) 如果第一部分的第 25 栏内未提供数额,这项规定无效,但本条其他规定完全有效并且继续有效.

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

** 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.