

**【重要提示】**

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# HEAVYCON 2007

STANDARD HEAVY LIFT CHARTER PARTY  
BIMCO标准重大件租船合同

PART I 第一部分

1. Place and date of Contract 1. 合同签订地点、日期	
2. Owners/place of business (Cl. 1) 2. 船东、营业地 (第 1 条)	3. Charterers/place of business (Cl. 1) 3. 租船人、营业地 (第 1 条)
4. Vessel (name, type and other particulars; also description of Owners' equipment) (Cl. 1, Cl. 4(b) and Cl. 20) 4. 船舶 (船名、船型及其他概况; 并描述船东的船舶设备) (第 1 条、第 4.2 款、第 20 条)	
5. Cargo (full description of cargo; indicate whether full and complete cargo or part cargo; also state minimum/maximum weight of cargo) (Cl. 1, and Cl. 3(d)) 5. 货物 (完整的货物描述; 注明是不共舱或是可共舱; 并填写货物的最小重量、最大重量) (第 1 条、第 3.4 款)	
6. Loading port(s) (Cl. 1) 6. 装货港 (第 1 条)	7. Discharging port(s) and intended route from loading port(s) to discharging port(s) (including canals and rivers) (Cl. 1, Cl. 3(b) and Cl. 15) 7. 卸货港及自装货港至卸货港的计划航线 (包括运河和河流) (第 1 条、第 3.2 款、第 15 条)
8. Loading method(s) (indicate alternative(s): (i) or (ii), as agreed) (Cl. 4(c)) 8. 装货方式 (第 4.3 款) 请选择装货方式: <input type="checkbox"/> 方式①、 <input type="checkbox"/> 方式②	9. Discharging method(s) (indicate alternative(s): (i) or (ii), as agreed) (Cl. 4(f)) 9. 卸货方式 (第 4.6 款) 请选择卸货方式: <input type="checkbox"/> 方式①、 <input type="checkbox"/> 方式②
10. The Period (state dates) (Cl. 4(a) and Cl. 8(a)) 10. 受载期 (填写日期) (第 4.1 款、第 8.1 款)	11. Notification schedule (Cl. 8(b)) 11. 通知时间表 (第 8.2 款)
12. Layday period (state number of days) (Cl. 8(d)) 12. 受载解约期 (填写天数) (第 8.4 款)	
13. Notices for loading to be given to (Cl. 10) 13. 《装货准备就绪通知书》接收人 (第 10 条)	14. Notices for discharging (state interval periods and to whom to be given) (Cl. 9(b) and Cl. 10) 14. 卸货通知 (填写间隔期并指定通知接收人) (第 9.2 款、第 10 条)
15. Marine Surveyor(s) and date for transportation approval (Cl. 11) 15. 海事保险检验师、批准运输的日期 (第 11 条)	
16. Freight (Cl. 8(k), Cl. 12 and Cl. 15(b)) 16. 运费 (第 8.11 款、第 12 条、第 15.2 款)	17. Freight and demurrage, etc. payment (instalments, currency and where payable; also state owners' bank account) (Cl. 12 and Cl. 13) 17. 运费、滞期费等支付方式 (分期方式、币种、支付地点; 并填写船东的银行账户) (第 12 条、第 13 条)

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<p>18. Free time 18. 免费时间</p> <p>free time for loading:(Cl.8(i)) days. 装货免费时间：（第 8.9 款）天数。</p> <p>Total free time for loading/discharging and canal transit (if applicable) (Cl. 13(a) and 15(a)) days 累计免费时间（装货、卸货、运河通行-若适用）（第 13.1 款和第 15.1 款）天数</p>	<p>19. Demurrage rate per day (Cl. 3(b), Cl. 3(c), Cl. 5(b), Cl. 7, Cl. 13, Cl. 15(c), Cl. 18 and Cl. 21) 19. 滞期费日费率（第 3.2 款、第 3.3 款、第 5.2 款、第 7 条、第 13 条、第 15.3 款、第 18 条和第 21 条）</p>
<p>20. Mobilisation charge (if agreed, state lump sum amount) (Cl. 14) 20. 动员费（若已商定，填写总额）（第 14 条）</p>	<p>21. Demobilisation charge (if agreed, state lump sum amount) (Cl. 14) 21. 复员费（若已商定，填写总额）（第 14 条）</p>
<p>22. Canal transit costs (if any) limited to (Cl. 15(b)) 22. 运河通行费（若有）限额（第 15.2 款）</p>	<p>23. Bunker Escalation (Cl. 16) Grade: quantity: 23. 燃油价格调整（第 16 条）等级：数量：</p> <p>Price: per metric ton. 价格/吨 Grade: quantity: 等级：数量：</p>
<p>24. Termination Fee(s) (state amount(s) if agreed) (Cl. 21) 24. 合同终止费（若已商定，填写金额）（第 21 条）</p>	<p>25. Liability for cargo (state whether Bill of Lading or Cargo Receipt) (Cl. 25) 25. 对货物的责任（填写采用提单或货物收据）（第 25 条）</p>
<p>26. General average shall be adjusted/settled at (Cl. 30) 26. 共同海损（理算地、结算地）（第 30 条）</p>	<p>27. Double banking (Cl. 37) 27. 并靠作业（第 37 条）</p> <p>(i) State Owners' additional premiums, if any (ii) State Owners' additional costs for insuring deductible, if any (1) 填写船东的附加保费，若有 (2) 填写船东投保免赔额所需的费用，若有</p>
<p>28. Brokerage and to whom payable (Cl. 35) 28. 经纪人佣金（填写收款人）（第 35 条）</p> <p>(i) Rate (ii) Broker(s) (1) 费率 (2) 经纪人</p>	<p>29. Law and Arbitration (Cl. 39) 29. 准据法和仲裁（第 39 条）</p> <p>(i) Any dispute arising from or in connection with this Charter Party shall be submitted to <b>China Maritime Arbitration Commission (CMAC) Shanghai Headquarters</b> for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration; and <b>the seat of arbitration shall be Shanghai</b>. The arbitral award is final and binding upon all parties. (ii) The arbitral tribunal shall be composed of (state number to be appointed) arbitrator(s), the language of arbitration shall be (Chinese/English/Others, choose language), the governing law of the Charter Party shall be (Chinese law/English law/Others, choose law). (1) 凡因本租船合同引起的或与本租船合同有关的任何争议，均应提交<b>中国海事仲裁委员会上海总部</b>，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，</p>

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	<p>仲裁地应为上海。仲裁裁决是终局的，对双方均有约束力。</p> <p>(2) 特别约定：仲裁庭由【 】名仲裁员组成，仲裁语言为<input type="checkbox"/>中文、<input type="checkbox"/>英文、<input type="checkbox"/>其它【 】，本租船合同适用<input type="checkbox"/>中国法、<input type="checkbox"/>英国法、<input type="checkbox"/>其它【 】为准据法。</p>
<p>30. Numbers of additional clauses covering special provisions, if agreed 30. 附加条款编号，包括特别条款（若有约定）</p>	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Contract consisting of PART I including additional clauses, if any agreed and stated in Box 30 and PART II including Annex A (Demarcation of Scope of Work). In the event of a conflict of conditions, the provisions of PART I and any additional clauses including Annex A (Demarcation of Scope of Work) shall prevail over those of PART II to the extent of such conflict but no further.

双方同意本合同应遵照由第一部分（包括附加条款，若有约定并在第 30 栏中载明）、第二部分、附件 A（工作范围划分）构成的条件履行。若约定的条件存在冲突，合同第一部分中的条款以及附加条款包括附件 A（工作范围划分）应优先于第二部分而适用，但仅限于冲突的范围内。

<p>Signature (Owners) 签名（船东）</p>	<p>Signature (Charterers) 签名（租船人）</p>
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## PART II 第二部分

### 1. Definitions

#### 1. 定义

In this Charter Party the following words and expressions shall have the meanings hereby assigned to them.

在本租船合同中，下述名词及短语具有以下特定含义：

“The Owners” shall mean the party identified in Box 2.

船东，是指第 2 栏中载明的当事人。

“The Charterers” shall mean the party identified in Box 3.

租船人，是指第 3 栏中载明的当事人。

“The Vessel” shall mean the vessel described in Box 4.

船舶，是指第 4 栏中载明的船舶。

“Loading Port” shall mean the port(s), place(s) or area(s) specified in Box 6.

装货港，是指第 6 栏中载明的一个或多个港口、地点或区域。

“Discharging Port” shall mean the port(s), place(s) or area(s) specified in Box 7.

卸货港，是指第 7 栏中载明的一个或多个港口、地点或区域。

“The Cargo” shall mean any goods or equipment or other items described in Box 5.

货物，是指第 5 栏中描述的所有货物、设备或其它物品。

“The Transportation” shall mean the carriage of the cargo and, as may be specified in Annex A (Demarcation of Scope of Work), the loading and discharging and all other operations connected therewith.

运输，是指货物的运输，以及在附件 A（工作范围划分）中列明的装卸及与此相关的所有其他作业（若适用）。

### 2. Voyage

#### 2. 航次

(a) It is agreed between the Owners and the Charterers that, subject to the terms and conditions of this Charter Party, the Cargo shall be transported by the Vessel from the Loading Port, or so near thereto as she may safely get and lie always safe and afloat, to the Discharging Port, or so near thereto as she may safely get and lie always safe and afloat.

2.1 船东和租船人同意，在本租船合同的条款和条件下，船舶应当将货物自装货港或船舶可安全到达并始终安全漂浮的附近地点，运至卸货港或船舶可安全到达并始终安全漂浮的附近地点。

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(b) The Owners shall exercise due diligence in making the Vessel seaworthy before and at arrival at the Loading Port. The Owners shall perform the voyage with due despatch unless otherwise agreed.

2.2 船舶到达装货港之前和到达时，船东应恪尽职守使船舶适航。除非另有约定，船东应合理速遣地完成航次任务。

### **3. Deviation/Delays/Part Cargo**

#### **3. 绕航、延误、部分货物**

(a) The Vessel has the liberty to sail without pilots, to tow and/or assist vessels in distress, to deviate for the purpose of saving life, to replenish bunkers and/or to deviate for the purpose of safety of the Cargo, crew, Vessel and for any other reasonable purpose.

3.1 船舶有权在无引航员的情况下航行，拖带和/或救助其他遇险船舶，为救助人命、补充燃油和/或为货物、船员、船舶的安全或其它合理目的绕航。

(b) Without prejudice to the provisions of Clause 30 (General Average and New Jason Clause), should the master decide, for the purpose of the safety of the Cargo, to deviate from the intended route which is stipulated in Box 7, the Charterers shall pay for all time lost as a consequence of the deviation at the demurrage rate stipulated in Box 19.

3.2 在不影响第 30 条（共同海损和新杰森条款）适用的情况下，若为了货物的安全，船长有权决定偏离第 7 栏所规定的计划航线，租船人应承担因绕航而导致的所有时间损失，按第 19 栏载明的滞期费率计算。

The time lost shall include all time used until the Vessel reaches the same or equidistant position to that where the deviation commenced and the Charterers shall also pay all additional expenses incurred by such deviation including bunkers, port charges, pilotage, tug boats, agency fees and any other expenses whatsoever incurred.

时间损失包括自船舶开始绕航直至到达与绕航开始时相同或等距位置所用的所有时间，租船人还应支付因绕航而产生的所有额外费用，包括燃油费、港口费、引航费、拖轮费、代理费和任何其他费用。

The Owners shall give prompt notification of any delay or deviation to the Charterers and any claims for additional compensation shall be supported by appropriate documentation.

船东应及时将任何延误或绕航情况通知租船人，且就此类情况提起的额外费用的索赔应附有相关证明文件。

(c) If the Vessel for reasons beyond the Owners' control is delayed at Loading Port and/or Discharging Port, including obtaining free pratique, customs, port clearance or other formalities, such delays shall be paid for by the Charterers at the demurrage rate stipulated in Box 19.

3.3 如果船舶由于非船东所能控制的原因，包括取得检疫证、海关、出港许可或其他手续等，在装货港口和/或卸货港发生延误，租船人应按第 19 栏所载的滞期费率对船东予以补偿。

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(d) Unless the Cargo is described as a full and complete cargo in Box 5, the Owners shall have the liberty of re-stowing the Cargo and of loading and of discharging other part cargoes for the account of other than the Charterers from places en route or not en route to places en route or not en route. The rotation of loading and discharging places shall be at the Owners' option. When the Owners exercise such option(s) this shall in no way constitute a deviation, notwithstanding anything else contained in this Charter Party.

3.4 除非货物在第 5 栏被描述为“不共舱”，船东有权重新配载货物，并且有权从途经或非途经的地点装卸其他租船合同的可共舱货物。装卸地点的顺序由船东选择。无论本租船合同中有何其他约定，船东行使上述选择权均不得视为绕航。

#### **4. Loading and Discharging**

##### **4. 装货和卸货**

(a) The Charterers shall have the Cargo in all respects ready for the said voyage at the Loading Port on the date for which notice of expected load readiness is given by the Owners as per Clause 9 (Advance Notices), but not before the date stated in Box 10 as first layday.

4.1 租船人应在装货港按船东根据第 9 条（预先通知）给出的预期装货准备就绪日期（不早于第 10 栏载明的受载期首日）将本航次的货物在各方面备妥待运。

The Charterers shall nominate the precise loading area or place within the agreed Loading Port, which shall be always safe and accessible and suitable for the loading operation, upon receipt of the first notice given by the Owners pursuant to Clause 9 (Advance Notices), always subject to the approval of the Owners and the Master. Such approval shall not be unreasonably withheld.

租船人应在收到船东根据第 9 条（预先通知）发出的首次通知时，应及时指定在约定装货港内的具体装货区域或地点，该地点应始终安全、船舶可达并适合装货作业，且须经船东和船长批准（不得无理拒绝）。

(b) The Owners shall provide the equipment stated in Box 4 or in Annex A (Demarcation of Scope of Work) and shall in their own time and at their own expense prepare such equipment for the loading operations. All other equipment shall be provided by the Charterers. When the Cargo has been loaded and positioned, it shall be seafastened and/or lashed by the Owners at their expense, unless otherwise agreed in Annex A (Demarcation of Scope of Work), to the satisfaction of the Master.

4.2 船东应提供第 4 栏或附件 A（工作范围划分）中列明的设备，并应承担时间和费用，将该设备备妥以便装货。所有其他设备应由租船人提供。当货物装船并就位后，船东应承担系固和/或绑扎货物的费用（除非在附件 A 中另有约定），以使船长满意。

(c) At the loading port, the Cargo shall be delivered by the Charterers without delay in the sequence required by the Master at any time during day or night, Saturdays, Sundays (or their local equivalent) and holidays included and shall be loaded by one or more of the following methods stated in Box 8:



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4.3 在装货港，租船人应按照船长要求的顺序无延误地交付货物，无论白天或夜晚，且包括星期六、星期天（或者当地休息日）和节假日，并按照第 8 栏中选择的下列一种或多种方式装货：

(i)\* If agreed in Box 8 that the Charterers shall perform the loading operations, the Cargo shall be placed on board and positioned by the Charterers to the full satisfaction of the Master. The Charterers shall procure and pay for all labour and all necessary equipment other than that stated in Box 4. The Charterers shall have free use of the Vessel's gear operated by the Vessel's crew.

4.3.1\* 如果第 8 栏中约定由租船人负责装货作业，则租船人应将货物妥当装载到船上并定位，并使船长满意。租船人应提供除第 4 栏载明设备以外的所有劳动力和所需设备，并支付费用。租船人可免费使用由船员操作的船舶设备。

(ii)\* If agreed in Box 8 that the Cargo shall be loaded by means of float-on method, the Charterers shall position the Cargo prior to loading at 50 metres or at an agreed distance from the Vessel's submerged deck to the full satisfaction of the Master. The Owners shall attach lines to the Cargo and shall position and secure the Cargo over the submerged deck by using winches and/or tugs. The Owners shall procure and pay the necessary labour and winchmen either from the crew or from shore.

4.3.2\* 如果在第 8 栏中约定货物通过浮装方式装载，租船人应在装船前将货物放在距离船舶甲板 50 米处或双方约定的距离，并使船长完全满意。船东应将缆绳系在货物上并使用绞车和/或拖轮使货物就位于水下甲板一定的位置上并加以固定。船东应负责提供所需的劳动力和绞车工，可从船员或岸上雇佣，并承担相关费用。

The Charterers shall procure and pay for workboats and tugs required for the positioning of the cargo.

租船人应提供用于定位货物所需的作业船和拖轮，并支付费用。

The Owners shall have the right to use such workboats and tugs for the loading operation.

船东有权在装货作业中使用这些作业船和拖轮。

\* Indicate alternative(s) (i) or (ii), as agreed, in Box 8.

\* 请在第 8 栏中选择装货方式：方式①（第 4.3.1 项）、方式②（第 4.3.2 项）。

(d) The Charterers shall name the precise discharging area or place within the discharging port, which shall be always safe and accessible and suitable for the discharging operation, well in advance of the Vessel's arrival, always subject to the approval of the Owners and the Master. Such approval shall not be unreasonably withheld.

4.4 租船人应在船舶抵达卸货港之前，提前指定具体的卸货区域或地点，该区域或地点应始终安全、船舶可达并适于卸货作业，且须经船东和船长批准（不得无理拒绝）。

At the discharging port the Charterers shall take delivery of the Cargo without delay in accordance with sub-clause (f) at any time during day or night, Saturdays, Sundays (or their local equivalent) and holidays included.

在卸货港，租船人应按照第 4.6 款规定无延误地提货，无论白天或夜晚，且包括星期六、星期天（或者当地休息日）和节假日。

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The entire discharge operation always to be done to the full satisfaction of the Master.

整个卸货作业应始终令船长完全满意。

(e) Prior to actual discharge the Owners shall, unless otherwise agreed in Annex A (Demarcation of Scope of Work), remove all seafastening and/or lashing and prepare the Vessel for the discharge operation.

4.5 在实际卸货之前，除非附件 A（工作范围划分）中另有约定，船东应移除所有系固和/或绑扎，并为船舶的卸货作业做好准备。

(f) The Cargo shall be discharged by one or more of the following methods stated in Box 9:

4.6 货物应按照第 9 栏中选择的下列一种或多种方式卸载：

(i)\* If agreed in Box 9 that the Charterers shall discharge the Cargo, the Charterers shall procure and pay for the necessary equipment and labour. The Charterers shall have free use of the Vessel's gear operated by the Vessel's crew.

4.6.1\* 如果在第 9 栏中约定由租船人负责卸货，则租船人应提供卸货所需的设备和劳动力，并支付费用。租船人可免费使用由船员操作的船舶设备。

(ii)\* If agreed in Box 9 that the Cargo shall be discharged by means of float off method, the Owners shall submerge the Vessel and float-off the Cargo. The Owners shall procure and pay the necessary labour and winchmen either from the crew or from shore.

4.6.2\* 如果在第 9 栏中约定货物通过浮卸方式卸载，船东应使船舶下潜并浮卸货物。船东应提供所需的劳动力和绞车工，可从船员或岸上雇佣，并支付费用。

The Charterers shall procure and pay for workboats and tugs required for discharging the Cargo. The Owners shall have the right to use such workboats and tugs for the discharging operations.

租船人应提供用于卸货所需的作业船和拖轮，并支付费用。船东有权在卸货作业中使用这些作业船和拖轮。

\* Indicate alternative(s) (i) or (ii), as agreed, in Box 9.

\* 请在第 9 栏中选择卸货方式：方式①（第 4.6.1 项）、方式②（第 4.6.2 项）。

(g) All expenses associated with the Vessel such as harbour dues, pilotages, local tug assistance, if required, agency fees, fuel and lubricants shall be paid for by the Owners except as otherwise provided for in this Charter Party.

4.7 与船舶相关的所有费用，如港口费、引航费、当地的拖轮协助费（若需要）、代理费、燃料和润滑油费，均由船东支付，但本租船合同另有规定的除外。

(h) Any compulsory shore labour connected with loading operations, lashing/seafastening, removal of lashing/seafastening and/or discharging operations required by local authorities or union regulations shall be for the Charterers' account.

4.8 任何与装卸作业、绑扎/系固及移除绑扎/系固有关的工作，按照地方当局或工会规定强制雇佣当地劳工的，应由租船人承担相关费用。



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## **5. Permits/Licences**

### **5. 许可、执照**

(a) All necessary permits and/or licences pertaining to the loading and/or discharging operations shall be provided and paid for by the Charterers, unless such permits and/or licences can only be obtained by the Owners, in which case they shall be provided by the Owners but paid for by the Charterers.

5.1 所有与装卸作业相关的必要许可和/或执照均由租船人负责办理并承担相关费用；除非只有船东能够获取这类许可和/或执照，这种情况下船东应负责办理而费用由租船人承担。

The Owners and the Charterers shall assist each other in obtaining such permits and/or licences.

船东与租船人应相互协助获取这些许可和/或执照。

(b) Any delay caused by the Charterers in obtaining the permits and/or licences related to sub-clause 5(a) shall be at the Charterers' time and any time lost shall be paid for at the demurrage rate stipulated in Box 19.

5.2 租船人在获取与第 5.1 款相关的许可和/或执照时引致的任何延误，相关时间损失由租船人按第 19 栏载明的滞期费率支付。

## **6. Duties, Taxes and Charges**

### **6. 关税、税费和其他费用**

The Charterers shall pay all duties, taxes and charges whatsoever levied or based on the Cargo and/or the freight at the Loading Port and/or Discharging Port irrespective of how the amount thereof may be assessed, including agency commission assessed on the basis of the freight.

在装货港和/或卸货港针对或基于货物和/或运费产生关税、税费等，不论其数额如何确定，应由租船人承担，包括基于运费确定的代理佣金。

## **7. Quarantine**

### **7. 检疫**

Unless due to health conditions on board the Vessel, any time lost as a result of quarantine formalities and/or health restrictions imposed or incurred at any stage of the voyage, including any such loss of time at the Loading Port and/or the Discharging Port, shall be paid for by the Charterers at the demurrage rate specified in Box 19. The Charterers shall also pay for all other expenses which may be incurred as a result thereof.

除非由于船上卫生条件所致，因检疫手续和/或在任何航次阶段实施卫生限制所造成的时间损失，包括在装货港和/或卸货港的此类时间损失，均应由租船人按照第 19 栏载明的滞期费率向船东进行支付。租船人还应支付因此可能产生的所有其他费用。

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## **8. Commencement of Loading/Canceling Date**

### **8. 装货开始、解约日**

(a) The first layday shall be on or between the dates stated in Box 10 (“the Period”).

8.1 受载期首日应为第 10 栏中列明的日期或其区间（“受载期”）。

(b) The Period shall be narrowed down to one firm date (“the First Layday”) in accordance with the notification schedule in Box 11. If Box 11 is not filled in then the notification schedule is in Owner’s option.

8.2 受载期应按照第 11 栏中的通知时间表缩短至一个确定日期（“受载期首日”）。若第 11 栏未填写，则通知时间表由船东决定。

(c) Each narrowed Period shall always be within the previously notified Period and the number of days’ notice shall always be prior to the first day of the previously notified Period.

8.3 各缩短受载期应始终在先前通知的受载期之内，且通知时间表的通知天数时限应始终是指在先前通知受载期首日之前的该段天数时限。

(d) The cancelling date shall be the number of days stated in Box 12 after the First Layday (“the Cancelling Date”). If Box 12 is not filled in then fourteen (14) days shall apply.

8.4 受载期首日之后若干天为解约日，该“若干天”的天数在第 12 栏中约定。若第 12 栏未填写，则适用十四（14）天。

(e) The date of commencement of the loading shall be at any time on or between the First Layday and the Cancelling Date, both dates inclusive, in the Owners’ option. Should the Owners give notice of readiness prior to the First Layday, the Charterers may, at their option, accept such an earlier loading date and the time used shall count against the free time in accordance with Clause 13 (Free Time/Demurrage).

8.5 装货开始日期应在受载期首日和解约日之间，包含这两个日期，具体由船东决定。如果船东在受载期首日之前发出装货准备就绪通知书，租船人可以选择接受该提前受载日期，所用时间应根据第 13 条（免费时间/滞期费）计入免费时间。

(f) Should it appear that the Vessel will not be ready to commence loading latest on the Cancelling Date the Owners shall immediately notify the Charterers. The Owners shall state a new cancelling date as soon as they are in a position to do so with reasonable certainty.

8.6 船东可预见在解约日之前船舶无法备妥装货时，应立即通知租船人，并在能够合理确定新的解约日时，尽快通知租船人新的解约日。

Within seventy-two (72) running hours after receipt of the Owners’ notice as aforesaid and latest when the Vessel is ready for loading, whichever is the earlier, the Charterers shall advise the Owners whether they elect to cancel this Charter Party, failing such advice the new cancelling date as notified by the Owners shall become the Cancelling Date.

在收到船东上述通知后的连续 72 小时内或者在船舶准备好装货时（以较早者为准），租船人应告知船东是否行使解约权；如未作告知，则船东通知的新的解约日将适用。

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(g) Should the Charterers cancel the Charter Party in accordance with sub-clause (f), any amount paid to the Owners in advance and not earned shall be returned to the Charterers by the Owners.

8.7 如果租船人根据第 8.6 款解除本租船合同，船东应将任何预付但尚未赚取的金額退还给租船人。

(h) The Owners shall not be responsible for any loss or damages whatsoever incurred by the Charterers as a result of the Charterers cancelling this Charter Party in accordance with sub-clause (f) nor shall the Owners be responsible for any loss or damages whatsoever suffered by the Charterers as a result of the failure of the Vessel to be ready for loading latest on the Cancelling Date.

8.8 船东对租船人因根据第 8.6 款解除本租船合同而遭受的任何损失或损害不承担责任；船东对租船人因船舶未能在解约日之前做好装货准备而遭受的任何损失或损害同样不承担责任。

(i) Should the Cargo for reasons beyond the Owners' control not be loaded within fourteen (14) days after the free time for loading stated in Box 18 has expired, the Owners shall have the option to cancel this Charter Party or to sail with only part of the Cargo on board.

8.9 如果因船东无法控制的原因，货物未能在第 18 栏载明的免费时间到期后十四 (14) 天内装载完毕，船东有权解除本租船合同或仅装载部分货物起运。

(j) If the Owners exercise their option to cancel the Charter Party in accordance with sub-clause (i), the Charterers shall pay to the Owners the applicable termination fee according to the provisions of Clause 21 (Termination) in addition to any demurrage incurred.

8.10 如果船东根据第 8.9 款行使解约权，租船人应按照第 21 条（合同终止）的规定向船东支付适用的合同终止费，以及所有产生的滞期费。

(k) If the Owners exercise their option to sail with part of the Cargo on board in accordance with sub-clause (i) the Charterers shall pay to the Owners the full freight stated in Box 16 in addition to any demurrage incurred.

8.11 如果船东按照第 8.9 款规定选择装载部分货物起运，租船人应向船东支付第 16 栏载明的全額运费，并承担产生的滞期费。

## **9. Advance Notices**

### **9. 预先通知**

#### **(a) Advance Notices of Expected Load-readiness**

##### **9.1 预计备妥装货的预先通知**

The Owners shall give notices of the expected day of the Vessel's arrival and/or readiness to load fourteen (14) days, seven (7) days and three (3) days in advance unless otherwise stated in Box 13. Furthermore, the Owners shall give twenty-four (24) hours approximate notice of the expected hour of the Vessel's readiness to load.

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除非第 13 栏中另有约定，船东应提前十四（14）天、七（7）天和三（3）天通知预计船舶到达和/或备妥装货的日期。此外，船东还应提前二十四（24）小时发出预计通知，通知船舶备妥装货的预计时刻。

(b) During the voyage the Owners shall give notice of expected time of arrival at the Discharging Port with intervals of the number of days stipulated in Box 14.

9.2 在航次执行期间，船东应按照第 14 栏中约定的天数间隔通知预计到达卸货港的时间。

## **10. Notice of Readiness**

### **10. 装卸准备就绪通知**

The Owners shall give notice of readiness as per Box 13 advising when the Vessel is ready to commence loading at the loading port and when the Vessel is ready to commence discharge at the discharging port as per Box 14. All notices may be given at any time of the day or night, Saturdays, Sundays (or their local equivalent) and holidays included and notwithstanding hindrances as referred to in Clause 3(c) (Deviation/Delays/Part Cargo).

船东应按照第 13 栏约定发出装货准备就绪通知书，告知租船人船舶何时准备好在装货港开始装货，以及船舶何时准备好在卸货港开始卸货（按照第 14 栏约定）。通知可在一天中的任意时间发出，包括星期六、星期天（或者当地休息日）和节假日，并且不受第 3.3 款（绕航、延误、部分货物）所述障碍的影响。

## **11. Marine Surveyor/Condition of the Vessel and Cargo**

### **11. 海事保险检验师、船舶和货物状况**

(a) The Marine Surveyor(s) stated in Box 15 will be appointed for this Transportation. If Box 15 has not been filled in the Charterers and the Owners shall agree on the appointment of Marine Surveyor(s) acceptable to the cargo underwriters.

11.1 第 15 栏中载明的海事保险检验师将被指定负责本次运输的检验工作。如果第 15 栏未填写，租船人和船东应商定货物保险人所能接受的海事保险检验师对本次运输进行检验。

(b) All relevant documentation required by the Marine Surveyor(s) for their approval of the Transportation shall be submitted to the Marine Surveyor at the earliest possible stage after this Charter Party is concluded, if not already submitted earlier. As soon as possible after submission of the relevant documentation, Transportation approval shall be given by the Marine Surveyor.

11.2 本租船合同签订后，船东和租船人应尽快向海事保险检验师提供其为批准本次运输所需的相关文件，已提交除外。相关文件提交后，海事保险检验师应尽快批准运输。

(c) The Charterers shall pay all expenses relating to the production of documentation related to the Cargo and/or the Charterers' equipment. The Owners shall pay all expenses relating to documentation related to the Vessel and all other equipment being provided by the Owners in the performance of the Transportation.

11.3 与货物和/或租船人设备有关的文件制作费用应由租船人承担，与船舶和船东为进行运输所提供的任何其他设备有关的文件费用应由船东承担。

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(d) The Charterers shall arrange and pay for all the Marine Surveyor(s) services, including approval of the Transportation.

11.4 租船人应安排海事保险检验师提供一切服务，包括其批准运输的服务，并承担相关费用。

(e) The Charterers warrant that the full description of the Cargo stated in Box 5 is correct and further warrant that the Cargo is in all respects tight, staunch, strong and in every way fit for the Transportation.

11.5 租船人应保证第 5 栏中对货物的描述正确无误，并进一步保证货物各方面的紧密性，坚固性及强韧性完全适合运输。

(f) Should the Cargo and/or its description not be in compliance with the aforesaid then the Owners shall have the option to cancel this Charter Party.

11.6 如果货物和/或其描述与前述情况不符，船东有权解除本租船合同。

(g) If the Owners exercise their option to cancel the Charter Party in accordance with this Clause, the Charterers shall pay to the Owners the applicable termination fee according to the provisions of Clause 21 (Termination).

11.7 如果船东根据本条款行使解约权，租船人应按照第 21 条（合同终止）的规定向船东支付适用的合同终止费。

## **12. Freight**

### **12. 运费**

(a) The freight stipulated in Box 16 shall be paid in instalments in accordance with Box 17. If Box 17 is not completed then freight shall be fully prepaid upon completion of loading against surrender of the HEAVYCONRECEIPT 2007 or HEAVYCONBILL 2007 whichever the case may be. The freight shall be deemed earned upon completion of loading and shall be non-returnable whether the Vessel and/or Cargo is lost or not lost and whether lost due to perils of the sea or howsoever. The freight instalments shall be paid in full without any deductions in the currency and to the Owners' bank account stated in Box 17.

12.1 第 16 栏中约定的运费应按第 17 栏中的约定方式按期支付。若第 17 栏未填写，则应在装货完成并签发“HEAVYCONRECEIPT 2007”或“HEAVYCONBILL 2007”（视具体情况而定）后全额预付运费。运费在装货完成后视为已赚取，无论船舶和/或货物是否灭失以及是否由于海上风险或其他原因而灭失，运费均不可退还。运费应按期全额地按约定币种支付至第 17 栏指定的船东银行账户，不得有任何扣减。

(b) In the event of change in applicable laws or regulations and/or interpretation thereof, resulting in an unavoidable and documented change of the Owners' costs after the date of entering into the Charter Party, freight shall be adjusted accordingly.

12.2 在租船合同签订后，因为适用的法律或法规和/或其解释发生变化，而产生了不可避免且有据可查的船东费用，运费应当相应调整。



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### **13. Free Time/Demurrage**

#### **13. 免费时间、滞期费**

(a) The Charterers are allowed the free time stipulated in Box18 in the loading and discharging port(s) and for canal transit if applicable, Saturdays, Sundays (or their local equivalent) and holidays included.

13.1 租船人在装货港和卸货港以及运河通行期间（若适用）享有第 18 栏中约定的免费时间，免费时间包括星期六、星期天（或者当地休息日）和节假日。

The free time at the Loading Port shall start counting when notice of readiness has been tendered, in accordance with Clause 10 (Notice of Readiness), whether in berth or not, unless loading has commenced earlier and shall count until the cargo is in all respects fully seafastened on board the Vessel and approved by the Marine Surveyor(s).

无论船舶是否在泊位，装货港的免费时间自船东按照第 10 条（装卸准备就绪通知）发出装货准备就绪通知书时开始计算，除非装货已提前开始，应计算至货物在船上全部系固稳妥并获得海事保险检验师的许可为止。

The free time at the Discharging Port shall start counting when notice of readiness has been tendered in accordance with Clause 10 (Notice of Readiness), whether in berth or not, unless discharge has commenced earlier and shall count until the cargo is in all respects removed from the Vessel.

无论船舶是否在泊位，卸货港的免费时间自船东按照第 10 条（装卸准备就绪通知）发出卸货通知时开始计算，除非卸货已提前开始，应计算至货物已全部移离船舶为止。

(b) Demurrage shall be payable for all time used in excess of the free time. The demurrage rate for the Vessel is the amount stipulated in Box 19 calculated per day or pro rata for part of a day.

13.2 超出免费时间的所有时间应计算为滞期费，由租船人支付。船舶的滞期费率为第 19 栏中载明金额，按天计算，不足一天按比例计算。

(c) Free time shall not count and if the Vessel is on demurrage, demurrage shall not accrue for time lost by reason of deficiency of the Master, officers or crew or strike or lockout of the Master, officers or crew or by reason of breakdown of the Vessel or its equipment.

13.3 因船长、高级船员或船员短缺、罢工或停工、船舶故障或船东设备故障造成的时间损失不应计算在免费时间之内，即使船舶处于滞期中。

(d) Demurrage and other amounts which are calculated at the demurrage rate fall due day by day and are payable by the Charterers promptly, upon presentation of the Owners' invoice, to the Owners' bank account stated in Box 17.

13.4 滞期费和其他按滞期费率计算的款项逐日到期应付，租船人在收到船东发票时应立即向第 17 栏中指定的船东银行账户进行支付。

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## **14. Mobilisation/Demobilisation**

### **14. 动员、复员**

#### **(a) Mobilisation**

##### **14.1 动员**

If agreed upon in Box 20 the Charterers shall pay the lump sum stipulated therein in respect of mobilisation, which amount shall be earned and non-returnable upon the Vessel's arrival in the loading port.

如果双方达成一致，租船人应向船东支付第 20 栏中约定的包干动员费，该费用在船舶到达装货港时视为已赚取且不可退还。

#### **(b) Demobilisation**

##### **14.2 复员**

If agreed upon in Box 21 the Charterers shall pay the lump sum stipulated therein in respect of demobilisation, which amount shall be earned and non-returnable upon the Vessel's arrival in the discharging port.

如果双方达成一致，租船人应向船东支付第 21 栏中约定的包干复员费，该费用在船舶到达卸货港时视为已赚取且不可退还。

(c) The mobilisation and demobilisation amounts shall be payable against the Owners' invoice.

14.3 动员费及复员费应在收到船东发票时支付。

## **15. Canal Transit**

### **15. 运河通行**

(a) If the Transportation is scheduled to pass through the canal stated in Box 7, the Charterers shall be granted free time for any such transit, and such free time shall count against the number of hours stipulated in Box 18. If the Transportation is delayed beyond the free time stipulated therein, the Charterers shall pay for such extra transit time at the rate of demurrage stipulated in Box 19 and paid in accordance with Clause 13(d) (Free Time/Demurrage) and shall, in addition, pay for all other documented extra expenses thereby incurred. Canal transit time is defined as from arrival at pilot station or customary waiting place or anchorage, whichever is the earlier, and until dropping last outbound pilot when leaving for the open sea.

15.1 如果按照第 7 栏计划航线预计通过运河，对每一次通行，都应给予租船人免费时间，并按小时数计入第 18 栏所约定的免费时间。如果本合同约定的免费时间已用完，对此项产生的时间，租船人应按照第 19 栏中约定的滞期费率以及第 13.4 款（免费时间/滞期费）的规定支付滞期费，此外，还应支付由此产生的所有其他有据可查的额外费用。运河通行时间自到达引航站或惯常的等候地点或锚地（以较早者为准）开始计算，直到驶向外海时最后一位出港引航员下船时为止。

(b) The freight rate stipulated in Box 16 is based upon the Owners paying canal tolls limited to the amount stipulated in Box 22. Any increase in the canal tolls and/or any additional expenses imposed on the Transportation for the canal transit actually paid

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by the Owners shall be reimbursed by the Charterers to the owners upon presentation of the Owners' invoice.

15.2 第 16 栏中载明的运费以船东支付的运河通行费不高于第 22 栏约定金额为基础。船东实际支付的增加的运河通行费和/或因运河通行而产生的任何额外费用应由租船人承担，并在收到船东发票时支付。

(c) Should the transit of a canal be made impossible for reasons beyond the Owners' control, the Charterers shall pay for all extra time by which the voyage is thereby prolonged at the rate of demurrage stipulated in Box 19 and paid in accordance with Clause 13(d) (Free Time/Demurrage).

15.3 如果因船东无法控制的原因不能通过运河时，租船人应承担因此而延长的航程所产生的所有额外时间费用，按照第 19 栏中约定的滞期费率以及第 13.4 款（免费时间/滞期费）的规定支付滞期费。

The Charterers shall also pay all other expenses, including for bunkers, in addition to those which would normally have been incurred had the Vessel been standing-by in port less the amount of canal tolls saved by the Owners for not having transitted the canal.

租船人应支付超出了假如船舶在港口待命时所通常会发生的费用的所有其他费用，包括燃油费，但应减去船东因未通过运河而节省的运河通行费。

(d) Notwithstanding the provisions of sub-clause (c) the Owners may, at their sole discretion, instruct the Master to discharge the cargo at the nearest safe and reachable port or place and such discharge shall be deemed due fulfilment of the Charter Party. All provisions of this Charter Party regarding freight, discharge of the cargo, free time and demurrage as agreed for the original discharging port shall also apply to the discharge at the substitute port.

15.4 尽管第 15.3 款有规定，船东根据其判断决定指示船长将货物卸至最近的安全可达港口或地点，该卸货视为船东适当履行了本租船合同。本租船合同中关于运费、货物卸载、免费时间和滞期费的所有条款同样适用于替代港口的卸货。

## **16. Bunker Escalation**

### **16. 燃油价格调整**

This Charter Party is concluded on the basis of the price per metric ton and the quantity and grades of bunkers stated in Box 23.

本租船合同是以第 23 栏所载的每吨燃油的价格、数量及等级为基础签订。

If the price actually paid by the Owners for this quantity of bunkers should be higher, the difference shall be paid by the Charterers to the Owners.

如果船东实际支付的同样数量和等级的燃油价格较高时，租船人应向船东支付差额。

If the price actually paid by the Owners for this quantity of bunkers should be lower, the difference shall be paid by the Owners to the Charterers.

如果船东实际支付的同样数量和等级的燃油价格较低时，船东应向租船人退还差额。

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## **17. BIMCO Ice Clause for Voyage Charter Parties**

### **17. BIMCO 程租冰封条款**

The Vessel shall not be obliged to force ice but, subject to the Owners' approval having due regard to its size, construction and class, may follow ice-breakers.

船舶没有义务破冰前行；但适当考虑船舶尺寸、结构和船级并以船东许可为条件，她可以跟随破冰船前行。

#### **(a) Port of Loading**

##### **17.1 装货港**

(i) If at any time after setting out on the approach voyage the Vessel's passage is impeded by ice, or if on arrival the loading port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof and request them to nominate a safe and accessible alternative port.

17.1.1 如果在船舶前往装货港航次开始后的任何时间，船舶通行被冰封阻碍，或者在到达装货港时由于冰封无法进港，船长或船东应当通知租船人并要求其另行指定安全可达的替代港口。

If the Charterers fail within 48 running hours, Sundays and holidays included, to make such nomination or agree to reckon laytime as if the port named in the Charter Party were accessible or declare that they cancel the Charter Party, the Owners shall have the option of cancelling the Charter Party. In the event of cancellation by either party, the Charterers shall compensate the Owners for all proven loss of earnings under this Charter Party.

如果租船人在连续 48 小时内（包括星期天和节假日）未能作出此类指定，或未同意视为船舶已进入合同约定的装货港一样开始计算装卸时间，或未宣布解除本租船合同，则船东有权行使解约权。任何一方解约时，租船人应向船东补偿经证明的因本租船合同未履行产生的收入损失。

(ii) If at any loading port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo loaded on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the vessel may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.

17.1.2 如果船长认为在装货港中的船舶存在被冰封的危险，在船长或船东立即通知租船人的情况下，船舶可以将已装船货物带离装货港并前往最近的安全且无冰封的地点，等待租船人另行指定安全可达的替代港口。如果租船人未能在船东通知后的连续 24 小时（不包括星期天和节假日）内指定替代港口，船舶可前往任何港口（不论是否在合同航次的习惯航线上）由船东负责完成装卸。

#### **(b) Port of Discharge**

##### **17.2 卸货港**

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(i) If the voyage to the discharging port is impeded by ice, or if on arrival the discharging port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessel waiting until the port is accessible against paying compensation in an amount equivalent to the rate of demurrage or of ordering the Vessel to a safe and accessible alternative port.

17.2.1 如果船舶在前往卸货港的航程中因冰封受阻，或者在到达卸货港时由于冰封无法进港，船长或船东应当通知租船人。在此情况下，租船人可选择让船舶等待至可进入港口，但应向船东按等同于滞期费率的标准支付赔偿，或者选择指示船舶前往一个安全可达的替代港口。

If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.

在船长或船东向租船人发出通知后的连续 48 小时内（包括星期天和节假日），如果租船人未进行选择，船长可以在不另行通知的情况下，前往最近的安全可达港口，并在那里卸货。

(ii) If at any discharging port the Master considers that there is a danger of the Vessel being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessel may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessel may proceed to the nearest safe and accessible port and there discharge the remaining cargo.

17.2.2 如果船长认为在卸货港中的船舶存在被冰封的危险，在船长或船东立即通知租船人的情况下，船舶可以将未卸载的货物带离卸货港并前往最近的安全且无冰封的地点，等待租船人另行指定安全可达的替代港口。如果租船人未能在船东通知后的连续 24 小时（不包括星期天和节假日）内指定替代港口，船舶可前往最近的安全可达港口，并在那里卸下船上剩余的货物。

(c) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of the Bill of Lading shall apply and the Vessel shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.

17.3 在非本租船合同指定的港口交付货物时，根据本合同签发的提单条款同样适用，并且船舶应获得与在原目的港卸货相同的运费，但如果替代卸货港距离原目的港超过 100 海里，则在替代港交付货物的运费应按比例增加。

## **18. Dangerous Cargo**

### **18. 危险货物**

If part of the Cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with the IMO Dangerous Goods Code and/or other



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applicable regulations always to the full satisfaction of the Master. Any delay to the Transportation in this respect shall be paid for by the Charterers at the demurrage rate stipulated in Box 19 and in accordance with Clause 13(d) (Free Time/Demurrage).

如果部分货物具有易燃、易爆或危险的性质或状态，或在任何阶段可能发展为此类性质或状态，则必须按照《国际海运危险货物规则》和/或其他适用法规进行包装和储存或堆放，并始终令船长完全满意。由此导致的运输延误应由租船人应按照第 19 栏中约定的滞期费率以及第 13.4 款（免费时间/滞期费）的规定支付滞期费。

## **19. Lien**

### **19. 留置权**

The Owners shall have a lien on the Cargo and any Charterers' equipment for all freight and all other expenses in relation to the Transportation, deadfreight, advances, demurrage, damages for detention, general average and salvage including costs for recovering same.

船东对货物及租船人的所有设备享有留置权，以确保收取所有运费和与运输相关的所有其他费用、亏舱费、预付款、滞期费、滞留损失、共同海损分摊及救助报酬，包括为收回这些费用的花费。

## **20. Substitution**

### **20. 替换船舶**

The Owners shall, at any time before the Cancelling Date, be entitled to substitute the Vessel named in Box 4 with another vessel of equivalent capability and capacity, provided such substitute vessel is approved by the Marine Surveyor(s) and subject also to the Charterers' prior approval, which shall not be unreasonably withheld. Nothing herein shall be construed as imposing on the Owners an obligation to make such substitution.

船东在解约日之前随时有权以同等载重能力和规格的另一船舶替换在第 4 栏中指定的船舶，但该替换船舶应经海事保险检验师核准和租船人许可（不得无理拒绝）。本条款不应被解释为替换船舶是船东的义务。

## **21. Termination**

### **21. 合同终止**

(a) Notwithstanding anything else provided herein, the Charterers shall have the right to terminate this Charter Party prior to the Vessel's arrival at the first loading port against payment of the applicable amount stated in Box 24 less any prepaid freight.

21.1 尽管本合同有其他规定，租船人有权在船舶到达第一个装货港之前终止本租船合同，但须支付第 24 栏中约定的有关款项，扣除任何预付运费。

(b) Furthermore, the Charterers shall have the right to terminate this Charter Party after the Vessel's arrival at the first loading port but not later than upon commencement of loading against payment of the applicable amount stated in Box 24 plus compensation for all time spent at the first loading port at the demurrage

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rate stated in Box 19 less any prepaid freight together with the actual expenses incurred by the Owners in preparation for the loading.

21.2 此外，在船舶抵达第一个装货港后但在开始装货之前，租船人有权终止本租船合同，但须支付第 24 栏中约定的有关款项，并按照第 19 栏中约定的滞期费率计算的在第一个装货港所用全部时间的补偿（扣除任何预付运费），以及船东为准备装货而产生的实际花费。

(c) If Box 24 is not filled in, this Clause shall be deemed to be deleted.

21.3 如果第 24 栏未填写，本条款应视为删除。

## **22. Liabilities and Indemnities**

### **22. 责任和补偿**

#### **(a) Definitions**

##### **22.1 定义**

For the purpose of this Clause “Owners’ Group” shall mean: the Owners, and their contractors and sub-contractors, and employees of any of the foregoing.

在本条款中，“船东集团”是指船东及其承包商和分包商，以及上述各方的雇员。

For the purpose of this Clause “Charterers’ Group” shall mean: the Charterers, and their contractors, sub-contractors, co-venturers and customers (having a contractual relationship with the Charterers, always with respect to the job or project on which the Vessel is employed), and employees of any of the foregoing.

在本条款中，“租船人集团”是指租船人及其承包商、分包商、合资企业和客户（与租船人有合同关系并与所租船舶执行的工作或项目有关），以及上述各方的雇员。

#### **(b) Knock for Knock**

##### **22.2 互免责任**

(i) Owners - Notwithstanding anything else contained in this Charter Party excepting Clauses 24(b) (Pollution), 29 (Both to Blame Collision Clause) and 30 (General Average and New Jason Clause), the Charterers shall not be responsible for loss of or damage to the property of any member of the Owners’ Group, including the Vessel, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessel, any liability in respect of personal injury or death of any member of the Owners’ Group, and any liability in respect of other cargo on board not the subject of this Charter Party, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, injury or death is caused wholly or partially by the act, neglect, or default of the Charterers’ Group, and even if such loss, damage, injury or death is caused wholly or partially by unseaworthiness of any vessel; and the Owners shall indemnify, protect, defend and hold harmless the Charterers from any and against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of or in connection with such loss, damage, personal injury or death.

22.2.1 船东—尽管本租船合同有其它约定，除本租船合同第 24.2 款（污染条款）、第 29 条（互有过失碰撞条款）和第 30 条（共同海损和新杰森条款）另有规定外，对因履行本租船合同引起或与之有关的船东集团成员的财产（包括船舶）损失或损坏，

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对任何船舶残骸清除的责任、移动、照明或设置船舶浮标的费用，对船东集团成员的人身伤亡责任，以及对船上非本租船合同范围内的其他货物的任何损失，租船人免责，即使该损失、损坏、人身伤亡是完全或部分地由于租船人集团的行为、疏忽、过失或船舶的不适航所引致。船东应补偿、保护、为租船人辩护并使其免受因上述损失、损坏、人身伤亡而引起或与之相关的任何索赔、费用、开支、诉讼、法律程序、诉讼请求及责任的损害。

(ii) Charterers - Notwithstanding anything else contained in this Charter Party excepting Clause 24(a) (Pollution), 29 (Both to Blame Collision Clause) and 30 (General Average and New Jason Clause), the Owners shall not be responsible for loss of or damage caused to or sustained by the Cargo or the property of any member of the Charterers' Group, whether owned or chartered, any liability consequent upon delay to the Cargo, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Cargo, any liability in respect of personal injury or death of any member of the Charterers' Group, arising out of or in any way connected with the performance of this Charter Party, even if such loss, damage, liability, injury or death is caused wholly or partially by the act, neglect or default of the Owners' Group, and even if such loss, damage, liability, injury or death is caused wholly or partially by the unseaworthiness of any vessel; and the Charterers shall indemnify, protect, defend and hold harmless the Owners from any and against all claims, costs, expenses, actions, proceedings, suits, demands, and liabilities whatsoever arising out of or in connection with such loss, damage, liability, personal injury or death.

22.2.2 租船人—尽管本租船合同有其它约定，除本租船合同第 24.1 款（污染）、第 29 条（互有过失碰撞条款）和第 30 条（共同海损和新杰森条款）另有规定外，对因履行本租船合同引起或与之有关的货物或租船人集团成员的货物或财产（包括所有或租赁）所遭受的损失或损坏，对因货物迟延而引起的责任，对任何货物残骸清除的责任、移动、照明或设置货物浮标的费用，对租船人集团成员的人身伤亡责任，船东免责，即使该损失、损坏、人身伤亡是完全或部分地由于船东集团的行为、疏忽、过失或船舶的不适航所引致。租船人应补偿、保护、为船东辩护并使其免受因上述损失、损坏、责任、人身伤亡而引起或与之相关的任何索赔、费用、开支、诉讼、法律程序、诉讼请求、要求及责任的损害。

## **23. Consequential Damages**

### **23. 间接损失**

Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 22 (Liabilities and Indemnities).

本租船合同中任何一方均不对因本租船合同的履行或不履行而引起或与之相关的任何间接损失向另一方承担责任，且各方应保护、为另一方辩护并补偿使其免受己方集团任何成员的此类索赔的损害，集团的定义见第 22 条（责任和补偿）。

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“Consequential damages” shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party.

“间接损失”应包括但不限于使用损失、利润损失、停产或生产损失以及保险费用，无论在本租船合同签订之时是否可预见。

## **24. Pollution**

### **24. 污染**

(a) The Owners shall be liable for, and agree to indemnify, defend and hold harmless the Charterers against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of cleanup or control thereof originating from the Vessel or other property of the Owners.

24.1 船东应对产生自船舶或船东其他财产的实际或潜在污染损害，承担责任以及相关清除和控制污染的费用，并对租船人因此遭受的所有索赔、费用、开支、诉讼、法律程序、诉讼请求、要求和责任予以补偿、为租船人辩护并使其免受损害。

(b) The Charterers shall be liable for, and agree to indemnify, defend and hold harmless the Owners against all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or threatened pollution damage and the cost of cleanup or control thereof originating from the Cargo or other property of the Charterers.

24.2 租船人应对产生自货物或租船人其他财产的实际或潜在污染损害，以及清除或控制污染的费用，承担赔偿责任，并对船东因此遭受的所有索赔、费用、开支、诉讼、法律程序、诉讼请求、要求和责任予以补偿、为船东辩护并使其免受损害。

## **25. Bill of Lading or Cargo Receipt**

### **25. 提单或货物收据**

The Owners and the Charterers shall agree and state in Box 25 whether a Bill of Lading or a non-negotiable Cargo Receipt will be issued by Owners upon loading of the Cargo.

船东与租船人应就货物装船后由船东签发提单还是不可转让的货物收据达成一致意见，并在第 25 栏中载明。

#### **(a) Bill of Lading**

##### **25.1 提单**

If, as stated in Box 25, the Owners have agreed to issue a Bill of Lading, same shall be as per the HEAVYCONBILL 2007 form which shall incorporate all terms, conditions, liberties, clauses and exceptions of this Charter Party, including the Law and Arbitration Clause. Furthermore, the following Sub-clauses (a)(i) - (a)(iii), which are not part of HEAVYCON, shall be incorporated into the HEAVYCONBILL 2007.

如果第 25 栏中载明船东同意签发提单，则提单应采用 HEAVYCONBILL 2007 格式，并应并入本租船合同的所有术语、条件、自由、条款和例外，包括准据法和仲裁条款。此外，以下不属于 HEAVYCON 的子条款，第 25.1.1 至 25.1.3 项，也应并入 HEAVYCONBILL 2007。

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(i) The Owners shall not be liable for any loss, damage or delay to Cargo in the period before loading and after discharge.

25.1.1 船东对货物装船前或卸船后的任何损失、损坏或延误不负责任。

(ii) Unless otherwise agreed, the Cargo shall be shipped on deck at Shipper's risk and the Owners not to be responsible for any loss or damage or delay to the Cargo whatsoever and whether due to negligence of whosoever or howsoever arising and by whosoever caused, and the Bill of Lading issued hereunder shall be so clausued.

25.1.2 除非另有约定，货物应置于舱面运输，且由托运人承担风险，船东不对货物的任何损失、损坏或迟延承担责任，不论是否由任何人的疏忽造成，也不论如何产生或由何人造成，本条款也应在提单正面特别注明。

(iii) If the cargo is shipped under deck,

25.1.3 如果货物置于舱内，

(1) The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 ("the Hague Rules") as amended by the Protocol signed at Brussels on 23 February 1968 ("the Hague-Visby Rules") and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

25.1.3.1 《海牙规则》和《海牙—维斯比规则》将适用于本租船合同；若装运国未加入《海牙—维斯比规则》，则适用目的地国家的相应法律，无论该法律是否仅规制出口运输。

(2) When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

25.1.3.2 即使装运国或目的国均未加入《海牙—维斯比规则》，《海牙—维斯比规则》也应适用于本租船合同，除非装运国或目的国加入《海牙规则》并强制适用于本租船合同。

(3) The Protocol signed at Brussels on 21 December 1979 ("the SDR Protocol 1979") shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

25.1.3.3 《海牙—维斯比规则》适用时，《1979年特别提款权议定书》也适用于本租船合同，无论是强制适用还是根据本租船合同适用。

(4) The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

25.1.3.4 承运人在任何情况下均不对装货前、卸货后、或货物由另一承运人负责期间发生的货物损失或损坏负责，亦不对甲板货和活动物负责。



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(b)\* Cargo receipt

25.2\* 货物收据

If, as stated in Box 25, the Owners have agreed to issue a non-negotiable Cargo Receipt, same shall be as per the HEAVYCONRECEIPT form incorporating all terms, conditions, liberties, clauses and exceptions of this Charter Party, including the Law and Arbitration Clause.

如果在第 25 栏中载明船东同意签发不可转让的货物收据，则货物收据应采用 HEAVYCONRECEIPT 格式，并应并入本租船合同的所有术语、条件、自由、条款和例外，包括准据法和仲裁条款。

(i) It is expressly agreed that neither the Hague Rules nor the Hague-Visby Rules nor any statutory enactment thereof shall apply to this Charter Party and to the Cargo Receipt, unless compulsorily applicable, in which case the Owners take all reservations possible under such applicable legislation, relating to the period before loading and after discharging and while the goods are in the charge of another carrier, and to deck cargo.

25.2.1 特此明确约定，除非强制适用，否则《海牙规则》或《海牙—维斯比规则》及任何法定实施条款不适用于本租船合同和货物收据；在强制适用的情况下，船东根据该适用法律，就装货前、卸货后以及货物由另一承运人负责期间，以及舱面货物，采取一切可能的保留意见和权利。

(ii) Unless otherwise agreed, the Cargo shall be shipped on deck at the Charterers' risk and the Owners not to be responsible for any loss or damage or delay to the cargo whatsoever and whether due to negligence of whosoever or howsoever arising and by whosoever caused, and the Cargo Receipt issued hereunder shall be so clausued.

25.2.2 除非另有约定，货物应置于舱面运输，由租船人承担风险，船东不对货物的损失、损坏或迟延承担责任，不论是否由任何人的疏忽造成，也不论如何产生或由何人造成，本条款也应在货物收据正面特别注明。

(iii) If the Cargo is shipped under deck, the Cargo Receipt shall be clausued as per sub-clause (ii) above.

25.2.3 如果货物置于舱内运输，货物收据应根据上述第 25.2.2 项的规定来订立。

(iv) The Cargo Receipt shall always be clausued "All Risks Insurance has been placed for the full value of this cargo by the Charterers and in the name of the Charterers and the Owners."

25.2.4 货物收据应始终在正面载明“租船人已经以租船人和船东的名义对货物的全部价值投保了一切险”。

\* Indicate alternative 25(a)(Bill of Lading) or 25(b)(Cargo Receipt), as agreed, in Box 25.

\* 在第 25 栏中应按约定选择适用第 25.1 款（提单）或是第 25.2 款（货物收据）。

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## **26. Insurance**

### **26. 保险**

(a) Without prejudice to the Charterers' obligations and liabilities under this Charter Party, the Charterers shall ensure that there is taken out and maintained at all material times and throughout the duration of this Charter Party a policy or policies of insurance in respect of all loss or damage to the Cargo up to the full value of the Cargo including but not limited to a policy or policies comprising All Risks cargo cover and cover against liabilities to third parties (including liability in respect of death and injury and claims for consequential loss), and wreck removal of the Cargo. The Charterers shall arrange without cost to the Owners that the Owners shall be named as co-insured under the said policy or policies of insurance and the Charterers shall arrange that the underwriters waive the right of subrogation against the Owners.

26.1 在无损于租船人在本租船合同中的义务和责任的情况下，租船人应就货物的损失和损坏以货物全部价值投保一项或多项保险并确保保险在运输关键时刻和整个合同期间有效，包括但不限于海上货物运输一切险、第三方责任险（包括人身伤亡责任和间接损失索赔）以及货物残骸清除险。租船人应自行承担费用将船东列为此类保单下的共同被保险人，并使保险人放弃对船东的代位求偿权。

The Charterers hereby agree to produce the original certificates of insurance maintained hereunder to the Owners or their appointed representatives when requested so to do.

租船人在此同意应船东或其指定代表的要求，出示上述保险的保单正本。

(b) The Owners shall arrange at their expense such insurance(s) as required to protect the Charterers against the Owners' liabilities under Clause 22 (Liabilities and Indemnities).

26.2 船东应自行安排保险，以保障租船人免受第 22 条（责任和赔偿）下船东责任的影响。

The Owners hereby agree to produce the original certificate(s) of insurance maintained hereunder to the Charterers or their appointed representatives when requested to do so.

船东在此同意应租船人或其指定代表的要求，出示上述保险的保单正本。

## **27. Himalaya Cargo Clause**

### **27. 喜马拉雅货物条款**

It is hereby expressly agreed that no servant or agent of the Owners (including every independent contractor from time to time employed by the Owners) shall in any circumstances whatsoever be under any liability whatsoever to the Shipper, Consignee or owner of the Cargo or to any Holder of the Bill of Lading for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on their part while acting in the course of or in connection with their employment and, but without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of

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whatsoever nature applicable to the Owners or to which the Owners are entitled hereunder shall also be available and shall extend to protect every such servant or agent of the Owners acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Owners are or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons who are or might be their servants or agents from time to time (including independent contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Charter Party.

特此明确约定，船东的任何雇员或代理人（包括经常被船东雇佣的各位独立承包商），在受雇佣和委托的范围内，在任何情况下均不对托运人、收货人或货物所有人，或提单持有人承担任何责任，无论是因其行为、疏忽或过失而直接或间接引起的任何种类的损失、损坏或延误。此外，在不违反本条款一般性规定的前提下，船东在本租船合同下享有的每一项例外、责任限制、条件和自由，以及适用于船东或船东享有的每一项权利、免责、抗辩和豁免，均应适用于并保护在受雇和委托范围内从事工作的上述人员。为了本条款所有前述规定之目的，船东应被视为代表可能或已经成为其雇员或代理人的人员（包括前述独立承包商）的代理人或受托人，并为所有此类人员的利益行事，在此范围内，此类人员均应为本租船合同的一方或被视为本租船合同的一方。

The Owners shall be entitled to be paid by the Shipper, Consignee, owner of the Cargo and/or Holder of the Bill of Lading (who shall be jointly and severally liable to the Owners therefor) on demand any sum recovered or recoverable by either such Shipper, Consignee, owner of the Cargo and/or Holder of the Bill of Lading or any other from such servant or agent of the Owners for any such loss, damage, delay or otherwise.

船东有权要求托运人、收货人、货物所有人和/或提单持有人支付任何因上述货物损失、损坏、延误等情况从船东的任何雇员或代理人处获得或可获得的赔偿款项，并可随时向这些主体提出付款要求。这些主体应对船东的此类款项承担连带责任。

## **28. Salvage**

### **28. 救助**

The Owners shall waive their right to claim any award for salvage performed on property owned by or contracted to the Charterers, always provided such property was the object of the operation the Vessel was chartered for, and the Vessel shall remain on hire when rendering salvage services to such property. This waiver is without prejudice to any right the Vessel's Master, officers and crew may have under any title.

船东应放弃对租船人所有或租船人承包的财产的救助报酬请求权，前提是该财产是船舶被租用作业的对象，且船舶在救助该财产时保持被租用的状态。此项放弃不影响船长、高级船员和船员可能享有的任何法定权利。

If the Owners render assistance to such property in distress on the basis of “no claim for salvage”, then, notwithstanding any other provisions contained in this Charter Party and even in the event of neglect or default of the Owners, Master, officers or crew:

如果船东在“不申请救助报酬”的基础上对该遇险财产提供救助，则不论本租船合同是否包含其他条款，甚至在船东、船长、高级船员或船员疏忽或过失的情况下：

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(a) The Charterers shall be responsible for and shall indemnify the Owners against payments made, under any legal rights, to the Master, officers and crew in relation to such assistance.

28.1 租船人应负责并补偿船东根据任何合法权利向船长、高级船员和船员支付的与此项救助相关的款项。

(b) The Charterers shall be responsible for and shall reimburse the Owners for any loss or damage sustained by the Vessel or her equipment by reason of giving such assistance and shall also pay the Owners' additional expenses thereby incurred.

28.2 租船人应负责并补偿船东因提供此类救助而遭受的船舶或其设备的任何损失或损坏，并支付船东因此产生的额外费用。

(c) The Charterers shall be responsible for any actual or potential spill, seepage and/or emission of any pollutant howsoever caused occurring within the offshore site and any pollution resulting therefrom wheresoever it may occur and including but not limited to the cost of such measures as are reasonably necessary to prevent or mitigate pollution damage, and the Charterers shall indemnify the Owners against any liability, cost or expense arising by reason of such actual or potential spill, seepage and/or emission.

28.3 租船人应对在离岸区域内发生的任何实际或潜在的污染物泄漏、渗漏和/或排放（无论由何种原因引起）以及由此产生的任何污染（无论发生在何处）负责，包括但不限于为防止或减轻污染损害而合理必要的措施费用，并赔偿船东因该等实际或潜在泄漏、渗漏和/或排放而产生的任何责任、费用或支出。

(d) The Charterers shall indemnify the Owners against any liability, cost and/or expense whatsoever in respect of any loss of life, injury, damage or other loss to person or property howsoever arising from such assistance.

28.4 租船人应补偿船东因提供此类救助而导致的任何人身伤亡、损害或其他人身或财产损失而产生的所有责任、费用和/或支出。

## **29. Both-to-Blame Collision Clause**

### **29. 互有过失碰撞条款**

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 the 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 Owners.

船舶由于他船疏忽以及本船船长、船员、引航员或船东雇员在驾驶或管理船舶过程中的行为、疏忽或过失而与他船发生碰撞，并导致船舶上的货物受损时，如果受损货物的所有人就全部货损向他船的船东提出索赔，他船的船东就货损进行赔付之后，鉴于该货损不应完全由其承担，又向本船的船东主张追回或抵销本应由本船的船东承担的



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那部分损失，则受损货物的所有人应当将他船的船东从本船的船东处追回或抵销的那部分损失补偿给本船的船东。

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.

上述规定的原则同样适用于碰撞船舶之外的其他船舶或物体的所有人、经营人或负责人在碰撞或接触事故中存在过失的情况。

### **30. General Average and New Jason Clause**

#### **30. 共同海损和新杰森条款**

General average shall be adjusted and settled in London unless otherwise stated in Box 26, according to the York/Antwerp Rules, 1994, but if, notwithstanding the provisions specified in Box 26, the adjustment is made in accordance with the law and practice of the United States of America, the following clause shall apply:

共同海损应根据《1994 年约克—安特卫普规则》在伦敦进行理算和结算，第 26 栏另有约定除外，不论第 26 栏如何约定，如果根据美国的法律和习惯进行理算，则应适用以下条款：

“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, Owners are not responsible, by statute, contract or otherwise, the goods, shippers, consignees or owners of the goods shall contribute with 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 goods. If a salving vessel is owned or operated by Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as 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 goods, shippers, consignees or owners of the goods to Owners before delivery”.

“在航次开始前或开始后，如因任何原因（无论是否因疏忽）导致意外、危险、损坏或灾难，根据法律、合同或其他规定船东无需对其负责，则货物、托运人、收货人或货物所有人在共同海损中应与船东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，并应支付与货物相关的救助报酬或特别补偿。如果救助船舶是由船东所有或经营，救助报酬应如同该救助船舶属于第三者一样足额支付。货物托运人、收货人或货物所有人应当在提货交付之前按船东的要求支付保证金，该保证金应当足以支付船东或其代理人预计的共同海损分摊款项及其救助报酬和特殊费用的数额。”

### **31. War Risks**

#### **31. 战争风险**

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

31.1 依据本条款制定目的，以下词语的定义为：



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(i) "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

31.1.1 “船东”包括船东、光船承租人、二船东、船舶管理人或其他负责管理船舶的经营人，以及船长；和

(ii) "War Risks" shall include any actual, threatened or reported:

31.1.2 “战争风险”包括任何实际的、威胁的或报道的：

War; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; 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.

战争、战争行为、内战、敌对行动、革命、叛乱、内乱、类似战争的行动、埋设地雷、海盗行为、恐怖主义行为、敌对或恶意破坏行为、来自任何个人、团体、恐怖主义集团或政治集团，或任何国家的政府的封锁（不论是针对所有船舶或选择性地针对拥有某些旗帜或所有权的船舶，或针对某些货物或船员或其他），根据船长和/或船东的合理判断，对船舶、船上货物、船员或船上其他人员可能或将会构成危险。

(b) 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 Charter Party, 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 Charter Party, 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 Charter Party 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 Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.

31.2 如果在船舶开始装货之前的任何时间，船长和/或船东合理判断认为履行或部分履行本租船合同可能使船舶、船上货物、船员或船上其他人员遭受战争风险，船东可向租船人发出解约通知，或拒绝履行可能会或将会带来战争风险的部分合同；但如果本租船合同约定了装卸区域，而租船人指定的一个或多个港口范围内，船舶、船上货物、船员或船上其他人员可能遭受战争风险，则船东应要求租船人另行指定装卸区域内的其他安全港口，租船人未在 48 小时内指定安全港的，船东有权解除本租船合同。

(c) 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

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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 Charter Party. 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.

31.3 在装货开始后或者在卸货完成前的航次的任何阶段，如果船长和/或船东合理判断船舶、船上货物（或部分货物）、船员或船上其他人员（任何一位或多位）可能遭受战争风险，则任何人不能要求船东继续装货、签发前往任何港口或地点的提单、开始或继续任何航次、通过任何运河或航道、或前往或停留在任何港口或地点。这种情况下，船东可以通知租船人要求其指定一个安全港来卸载或部分卸载货物，如果租船人在收到此通知后的 48 小时内未作出指定，船东有权选择在任何安全港（包括装货港）卸载货物，此卸载应被视为完全履行本租船合同。船东有权向租船人索赔该卸货产生的额外费用，如果卸货在装货港以外的任何港口进行，船东有权收取全额运费如同货物被运到卸货港一样；如果卸货地点超过原卸货港 100 海里，船东还有权收取额外运费，额外运费按超出原来航线的距离占正常习惯航线距离的比例乘以约定运费确定，船东就此类费用和运费对货物有留置权。

(d) 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.

31.4 在装货开始后的航次任何阶段，如果船长和/或船东合理判断下认为，船舶、船上货物、船员或船上其他人员可能在通常和习惯采用的航线途中的任何部分（包括任何运河或航道）暴露于战争风险，并且存在另一条到卸货港的较长航线，船东应当通知租船人该较长航线将被采用。在这种情况下，如果超出原来航线的距离大于 100 海里，船东还有权收取额外运费，额外运费按超出原来航线的距离占正常习惯航线距离的比例乘以约定运费确定。

(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessel and their other interests (including, but not limited to, loss

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of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account.

31.5.1 船东可以为船舶的船体和机械及其他利益（包括但不限于租金损失和延滞损失，船员及其保赔风险）投保战争险，相关保费和/或会费应由船东承担。

(ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this Charter Party, the Vessel is within, or is due to enter and remain within, or pass through any area or areas which are specified by such Underwriters as being subject to additional premiums because of War Risks, then the actual premiums and/or calls paid shall be reimbursed by the Charterers to the Owners within 14 days after receipt of the Owners' invoice. If the Vessel discharges all of her cargo within an area subject to additional premiums as herein set forth, the Charterers shall reimburse the Owners for the actual additional premiums paid which may accrue from completion of discharge until the Vessel leaves such area or areas referred to above. The Owners shall leave the area as soon as possible after completion of discharge.

31.5.2 如果根据租船人指示或为满足本租船合同下的履约义务，船舶位于、驶入或拟驶入或停留或经由上述保险的保险人确定的因战争风险而需支付额外保费的一个或多个区域，且保险人要求支付额外保费和/或会费，则船东实际支付的额外保费和/或会费应由租船人在收到船东的发票后 14 天内补偿给船东。如果船舶在上述额外保费区域内卸下全部货物，租船人还应当补偿船东在完成卸货至船舶离开上述区域期间所发生的实际额外保费。船东应在卸货完成后尽快离开该区域。

(f) The Vessel shall have liberty:

31.6 船舶可自由选择：

(i) 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;

31.6.1 遵守船舶船旗国政府，或船东所属法律管辖的其他政府，或任何其他有权强制遵守其命令或指令的政府、团体、组织所发出的关于开航、到达、航线、护航、挂靠港、停航、目的地、卸货、交付或其他方面有关的任何命令、指令或建议；

(ii) 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;

31.6.2 遵守战争险保险人根据战争险条款发出的命令、指示或建议；

(iii) to comply with the terms of any resolution of the Security Council of the United Nations, 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;

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31.6.3 遵守联合国安理会的提议，或其他任何有权超国家的团体所发出的指令，以及船东应遵守的国内法和其他强制性命令和指令；

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

31.6.4 当货物有可能使船舶作为承运违禁品船舶被没收时，在任何其他港口卸下全部或部分货物；

(v) 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;

31.6.5 在合理认为有可能被拘留、监禁或其它制裁时，挂靠任何替代港以调换船员或部分船员或船上其他人员；

(vi) 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.

31.6.6 根据本条款，如船东未装载或卸下合同所约定的货物，船东有权为其自身利益装载其他货物至其他无论向任何方向或在任何航线的港口。

(g) If in compliance with any of the provisions of sub-clauses (b) to (e) 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 Charter Party.

31.7 船东按本条款第 31.2 至 31.5 款的规定的作为或不作为，均不得被视为绕航，而应被视为已及时履行本租船合同。

## **32. Limitation of Liability**

### **32. 责任限制**

Any provisions of this Charter Party to the contrary notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the owners or chartered owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Charter Party.

无论本租船合同是否有相反规定，船东应享有所有适用法律或现行法规给予船东或租赁船东的一切责任限制和豁免权益，无论本租船合同以何种形式签订，该权益均同样适用。

## **33. Interests**

### **33. 利息**

If any amounts due under this Charter Party are not paid when due, then interest at the rate of 1.5% per month or pro rata for part of a month shall be paid on all such amounts until payment is received.

如果本租船合同下的应付款项逾期未付，则以月息1.5%或不足一个月的按比例支付利息，直至应收方收到款项为止。



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### **34. Agency**

#### **34. 代理**

The Vessel shall be addressed to Owners' agents at port(s) of loading and discharging.

装卸港代理由船东指定，并与船舶联系。

### **35. Brokerage**

#### **35. 经纪人佣金**

The Owners shall pay a brokerage at the rate stated in Box 28(i) to the Broker(s) mentioned in Box 28(ii) on any freight, demurrage, mobilisation fee, demobilisation fee and/or termination fee paid under this Charter Party.

船东应按照第 28.1 栏所载费率向第 28.2 栏载明的经纪人对本租船合同下的运费、滞期费、动员费、复员费和/或合同终止费支付佣金。

If the full amounts as aforesaid are not paid owing to breach of this Charter Party by either of the parties, the party liable therefor shall indemnify the Broker(s) against his or their loss of brokerage.

如果由于任何一方违约而未全额支付上述款项，负有责任的一方应赔偿经纪人因此遭受的佣金损失。

### **36. BIMCO ISPS/MTSA Clause for Voyage Charter Parties 2005**

#### **36. BIMCO 程租 ISPS、MTSA 条款**

(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).

36.1.1 船东应遵守《国际船舶和港口设施保安规则》，以及《1974 年国际海上人命安全公约》第十一章修正案中与船舶和“公司”（《国际船舶和港口设施保安规则》定义）相关的要求。若船舶前往或来自美国，或通过美国水域，船东还应遵守《2002 年美国海上运输安全法》中与船舶和“船东”（《2002 年美国海上运输安全法》定义）相关的要求。

(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).

36.1.2 根据要求，船东应向租船人提供相关的《国际船舶保安证书》（或《临时国际船舶保安证书》）副本和公司保安主管的详细联系信息。

(iii) Loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this



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Clause shall be for the Owners' account, except as otherwise provided in this Charter Party.

36.1.3 由于船东或“安全管理人”、“船舶所有人”未能遵守《国际船舶和港口设施保安规则》、《2002 年美国海上运输安全法》或本条款的要求而导致的损失、损害、费用或迟延（不包括间接损失、损害、费用或迟延），应由船东承担，除非本租船合同另有约定。

(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.

36.2.1 租船人应向船东和船长提供其详细联系信息，并按照船东要求提供遵守《国际船舶和港口设施保安规则》、《2002 年美国海上运输安全法》所需的其他信息。

(ii) Loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account, except as otherwise provided in this Charter Party, and any delay caused by such failure shall count as laytime or time on demurrage.

36.2.2 由于租船人未能遵守本条款而导致的损失、损害或费用（不包括间接损失、损害或费用），应由租船人承担，除非本合同另有约定，任何因未能遵守本条款而导致的迟延将计入装卸时间或滞期时间。

(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:

36.3 若非由于船东未按《国际船舶和港口设施保安规则》、《2002 年美国海上运输安全法》的规定履行义务而引起的迟延，则适用以下条款：

(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.

36.3.1 不论本租船合同中是否有相反规定，船舶即使未能符合港口或相关当局根据《国际船舶和港口设施保安规则》、《2002 年美国海上运输安全法》的规定而制定的保安规则或措施，也有权提交装卸准备就绪通知书。

(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.

36.3.2 港口或相关当局根据《国际船舶和港口设施保安规则》、《2002 年美国海上运输安全法》的规定而实施的措施导致的迟延应计入装卸时间或滞期时间，除非该等措施完全因船东、船长或船员的疏忽，船舶的先前贸易，船员的国籍或船东管理人的身份所致。

(d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services,

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vessel escorts, security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.

36.4 无论本租船合同是否有相反约定，完全是因港口设施或相关当局依据《国际船舶和港口设施保安规则》、《2002 年美国海上运输安全法》要求的安全规定或措施而产生的费用，包括但不限于保安人员、交通艇服务、船舶护航、安全费或税费以及检查费，都由租船人承担；除非此类费用完全是由于船东、船长或船员的疏忽或船舶的先前贸易、船员的国籍、船东管理人的身份产生的。船东自行承担为遵守船舶保安计划所实施的措施相关费用。

(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.

36.5 若任何一方依据本条款为另一方支付费用，则另一方应补偿相应费用。

## **37. Double Banking**

### **37. 并靠作业**

(a) The Charterers shall have the right, where and when it is customary and safe for vessels of similar size and type to do so, to perform the loading and/or discharging operations while the Vessel lies or remains alongside another vessel or vessels of any size or description whatsoever or to order such vessels to come and remain alongside at such safe dock, wharf, anchorage or other place for transshipment, loading or discharging of the Cargo.

37.1 如果并靠作业对于与本船类似尺寸和船型的船舶是安全和习惯操作，租船人有权在船舶与其他任何尺寸或船型的一艘或多艘船舶并靠或保持并靠时，进行装货和/或卸货作业，或指示此类船舶靠近并停留在安全的码头、泊位、锚地或其他地点，以进行转运、装货或卸货。

(b) The Charterers shall pay for and provide such assistance and equipment as may be required to enable any of the operations mentioned in this clause safely to be completed and shall give the Owners such advance notice as they reasonably can of the details of any such operations.

37.2 租船人应当为了安全完成本条款所涉及的作业，提供可能需要的协助和设备并承担费用，并应尽其合理可能向船东提前告知此类作业的详情。

(c) Without prejudice to the generality of the Charterers' rights under (a) and (b), it is expressly agreed that the Master shall have the right to refuse to allow the Vessel to perform as provided in (a) and (b) if in his reasonable opinion it is not safe so to do.

37.3 在不影响租船人根据第 37.1 和 37.2 款权利的前提下，明确约定，若船长合理地认为允许船舶按照第 37.1 和 37.2 款规定实施作业不安全，则有权拒绝允许船舶实施此类作业。

(d) The Owners shall be entitled to insure any deductible under the Vessel's hull policy and the Charterers shall reimburse the Owners any additional premium(s) stated in Box 27(i) required by the Vessel's Underwriters and/or the costs stated in Box 27(ii) of insuring any deductible under the Vessel's hull policy.

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37.4 船东有权对船壳险保单免赔额以内部分为船舶另行投保，租船人应向船东补偿船舶保险人要求的任何附加保费（参见第 27.1 栏）和/或在船壳险保单下投保免赔额所需的费用（参见第 27.2 栏）。

## **38. Confidentiality**

### **38. 保密**

All information or data provided or obtained in connection with the performance of this Charter Party is and shall remain confidential and not be disclosed without the prior written consent of the other party except as may be required by either party to comply with their obligations under this Charter Party. The parties shall use their best efforts to ensure that such information shall not be disclosed to any third party by any of their sub-contractors, employees and agents. This Clause shall not apply to any information or data that has already been published or is in the public domain. 与履行本租船合同有关而提供或获取的所有信息或数据均应保持机密，任何一方未经另一方事先书面同意不得对外披露，除非任何一方为履行其在本租船合同项下的义务所需。双方应尽最大努力确保此类信息不被他们的分包商、雇员和代理人披露给第三方。本条款规定不适用于已经公开或属于公共信息的任何信息或数据。

All information and data provided by a party is and shall remain the property of that party.

合同一方提供的所有信息和数据应属于并持续属于该方所有。

## **39. Law and Arbitration**

### **39. 准据法和仲裁**

(a) Any dispute arising from or in connection with this Charter Party shall be submitted to **China Maritime Arbitration Commission (CMAC) Shanghai Headquarters** for arbitration in accordance with CMAC Arbitration Rules for the time being in force at the time of applying for arbitration; and **the seat of arbitration shall be Shanghai**. The arbitral award is final and binding upon all parties.

39.1 凡因本租船合同引起的或与本租船合同有关的任何争议，均应提交**中国海事仲裁委员会上海总部**，按照申请仲裁时该会现行有效的仲裁规则进行仲裁，**仲裁地应为上海**。仲裁裁决是终局的，对双方均有约束力。

(b) The number of arbitrators, the language of arbitration, and the governing law shall be determined in accordance with the provisions of Box 29, as mutually agreed upon by the Parties. If Box 29(ii) is left blank, the Arbitration Court or the tribunal may determine the language of arbitration or the governing law of this Charter Party based on the specific circumstances of the case. This subclause does not preclude the Parties from supplementing their Charter Party in writing to specify the language of arbitration, the governing law, or other matters related to the arbitration.

39.2 仲裁员数量、仲裁语言、合同准据法应按照第 29 栏中当事人的约定。若第 29 栏中无约定，仲裁委员会仲裁院或仲裁庭可以视案件的具体情形确定仲裁语言或合同准据法。本条款不妨碍当事人以书面形式进行补充约定，商定仲裁语言、合同准据法以及其他仲裁相关事宜。

**【重要提示】**

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(c) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

39.3 与本条款下的仲裁程序相关的所有通知和通信，包括仲裁通知和仲裁员的任命，若通过电子邮件的形式发送至下述电子邮件地址，应视为在电子邮件发送的日期和时间有效送达。

(i) Name of the Owners:

39.3.1 船东姓名：

(ii) E-mail address(es) for receipt of notices and communications on behalf of the Owners:

39.3.2 船东接收仲裁通知、通讯的电子邮件地址：

(iii) Name of the Charterers:

39.3.3 租船人姓名：

(iv) E-mail address(es) for receipt of notices and communications on behalf of the Charterers:

39.3.4 租船人接收仲裁通知、通讯的电子邮件地址：

Either Party shall be entitled to change and/or add to the e-mail addresses by sending notice of change to the other Party at the above address (or, if previously amended by notice, the relevant amended addresses).

任何一方均有权通过向另一方的上述电子邮件地址（或经通知修改过的地址）发送变更通知来变更、新增电子邮件地址。

Nothing in this clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this Charter Party being served by other effective means.

本条款的规定不妨碍以其他有效方式送达与本租船合同有关的仲裁程序的通知和通信。

## **40. BIMCO Notices Clause**

### **40. BIMCO 通知条款**

(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.

40.1 双方或其代理人根据本租船合同约定向另一方或其代理人发出的所有通知，均应采用书面形式。

(b) For the purposes of this Charter Party, “in writing” shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.

40.2 就本租船合同而言，“书面形式”是指任何清晰易读的通信方式。通知可以通过任何有效的方式发送，包括但不限于电报、电传、传真、电子邮件、挂号信或专人递送的方式。

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**41. Entire Agreement**

**41. 完整合同**

This Charter Party, including all Annexes referenced herein and attached hereto, constitutes the entire agreement of the parties and no promise, undertaking, representation, warranty or statement by either party prior to the date of this Charter Party stated in Box 1 shall affect this Charter Party. Any modification of this Charter Party shall not be of any effect unless in writing signed by or on behalf of the parties.

本租船合同包括所有附件构成双方当事人之间的完整合同，任何一方在第 1 栏所载日期前所作的承诺、保证、陈述、担保或声明均不影响本租船合同。对本租船合同的任何修改，均须经双方或其代表以书面形式签署方可生效。



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# ANNEX A

## 附件A

### ANNEX A (DEMARCATIION OF SCOPE OF WORK)

#### 附件 A（工作范围划分）

	<b>Activity</b> 任务	<b>Select party responsible for each task</b> 选择各项任务的责任方
<b>1.</b>	<b>Engineering</b> 工程技术	Choose an item 选择责任方
1.1	calculation of dynamic forces during seavoyage 海上航行期间动态力的计算	Choose an item 选择责任方
1.2	engineering and preparation of lifting plan(s) 吊装方案的工程设计和准备	Choose an item 选择责任方
1.3	engineering and preparation of lashing/sea fastening plan(s) 绑扎/系固方案的工程设计和准备	Choose an item 选择责任方
1.4	engineering and preparation of load spreading plan(s) 载荷分布方案的工程设计和准备	Choose an item 选择责任方
1.5	check of structural strength of Cargo during loading/discharging and sea transportation 装货、卸货、海上运输期间货物结构强度的检查	Choose an item 选择责任方
1.6	check of structural strength of Vessel's deck 船舶甲板结构强度的检查	Choose an item 选择责任方
1.7	preparation of transportation manual 运输手册的编制	Choose an item 选择责任方
1.8	obtaining plan approval of MWS 获得海事保险检验师的方案许可	Choose an item 选择责任方
<b>2.</b>	<b>Loadport</b> 装货港	Choose an item 选择责任方
2.1	arrangement of berth 泊位的安排	Choose an item 选择责任方
2.2	preparation of vessel for loading 船舶装货准备	Choose an item 选择责任方
2.3	supply of load spreading 载荷分布的方案提供	Choose an item 选择责任方
	installation of load spreading 载荷分布的设施安装	Choose an item 选择责任方

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2.4	supply of slings, shackles 吊索、卸扣的供应	Choose an item 选择责任方
	supply of spreader/lifting beams 吊具/起重梁的供应	Choose an item 选择责任方
	preparation for lifting 吊装准备	Choose an item 选择责任方
2.5	bringing Cargo alongside Vessel within reach of Vessel's gear 将货物移至船边到船舶设备可作业范围内	Choose an item 选择责任方
2.6	hooking on 挂钩	Choose an item 选择责任方
2.7	loading by Vessel's gear; operated by Vessel's crew, as servants of the Charterer 由船员操作船舶设备装货（作为租船人的雇员）	Choose an item 选择责任方
2.8	ballasting of Vessel during loading 装货期间的船舶压载	Choose an item 选择责任方
2.9	arrangement and costs of stevedoring (if compulsory) 装卸安排和费用（若强制要求）	Choose an item 选择责任方
2.10	supply of sea-fastening 提供系固物	Choose an item 选择责任方
	installation of sea-fastening 安装系固	Choose an item 选择责任方
	Welding 焊接	Choose an item 选择责任方
	NDT 无损探伤	Choose an item 选择责任方
2.11	obtaining MWS approval for sailing 获得海事保险检验师的航行许可	Choose an item 选择责任方
<b>3.</b>	<b>Discharge port</b> 卸货港	Choose an item 选择责任方
3.1	arrangement of berth 泊位的安排	Choose an item 选择责任方
3.2	preparation of vessel for discharging 船舶卸货准备	Choose an item 选择责任方
3.3	cutting of sea-fastening/delashing 移绑/割除系固物	Choose an item 选择责任方
3.4	supply of slings, shackles 吊索、卸扣的供应	Choose an item 选择责任方
	supply of spreader/lifting beams 吊具/起重梁的供应	Choose an item 选择责任方
	preparation for lifting 吊装准备	Choose an item 选择责任方
3.5	discharging by Vessel's gear; operated by Vessel's crew, as servants of the Charterer 由船员操作船舶设备卸货（作为租船人的雇员）	Choose an item 选择责任方

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3.6	receiving Cargo alongside Vessel within reach of Vessel's gear 船舶设备作业范围内接收货物	Choose an item 选择责任方
3.7	hooking off 摘钩	Choose an item 选择责任方
3.8	ballasting of Vessel during discharging 卸货期间的船舶压载	Choose an item 选择责任方
3.9	arrangement and costs of stevedoring (if compulsory) 装卸安排和费用（若强制要求）	Choose an item 选择责任方
3.10	removal of sea-fastening 移除系固	Choose an item 选择责任方
	removal of load spreading 移除载荷分布	Choose an item 选择责任方
	deck cleaning by gauging/grinding 通过研磨、打磨清理甲板	Choose an item 选择责任方