

中国海事仲裁委员会

China Maritime Arbitration Commission(CMAC)

航次租船合同确认书
(2000 年标准格式)

Fixture Note of Voyage Charter Party
(2000 Standard Form)

_____ 年 _____ 月 _____ 日

出租人 _____
(地址: _____ 传真: _____ 电话: _____)

与承租人 _____
(地址: _____ 传真: _____ 电话: _____)

双方同意按下列条款和条件履行本确认书:

1. 承运船舶的规范:

船名: _____ 船旗国: _____ 建造时间: _____

船级: _____ 登记船东: _____

总吨/净吨/载重吨: _____ / _____ / _____ 吨 夏季干舷: _____ 米

总长/型宽: _____ 米 / _____ 米 散装舱容/包装舱容: _____ 立方米 / _____ 立方米

舱/舱口: _____ / _____ 吊杆: _____ 二层甲板: _____

[可根据需要增加项目] _____

2. 货物和数量: [使用√标明选择(A)或(B)]

[] (A) _____ 公吨 _____ [货装或散装] 货物 _____, 增加或减少 _____ %, 由 _____ [出租人或承租人] 选择。

[] (B) _____ 立方米货物 _____, 增加或减少 _____ %, 由 _____ [承租人或出租人] 选择。

3. 受载期:

_____ 年 _____ 月 _____ 日 / _____ 年 _____ 月 _____ 日。

4. 装货/卸货港: [使用√标明(A)或(B)]

[] (A) 在 _____ / _____ 的 _____ 个安全港口。

[] (B) 在 _____ 港 / _____ 港的 _____ 个安全泊位。

5. 装货/卸货率: [使用√标明(A)或(B)或(C)]

[] (A) 每晴天工作日 _____ 公吨 / _____ 公吨, 星期日、节假日除外, 除非已经使用(PWWD SHEX UU)。

[] (B) 每晴天工作日 _____ 公吨 / _____ 公吨, 星期日、节假日除外, 即使已经使用(PWWD

SHEX EIU)。

(C) 在_____ [装货港或卸货港] 按港口习惯快速装/卸货 (CQD)。

6. 装卸时间的计算: [使用√标明 (A) 或 (B)]

(A) 装卸时间与卸货时间分别计算。

(B) 装卸时间与卸货时间合并计算。

7. 运费率: [使用√标明 (A) 或 (B) 或 (C) 或 (D)]

(A) 包干运费_____, 出租人不负担装卸、堆舱及平舱费。

(B) 每____ [净或毛] 公吨 _____, 出租人不负担装卸、堆舱及平舱费。

(C) 每____ {净或毛} 公吨 _____, 出租人不负担装货费, 卸货费按班轮条件。

(D) 每____ [净或毛] 立方米 _____, 出租人不负担装卸、堆舱及平舱费。

8. 运费的支付: [使用√标明 (A) 或 (B) 或 (C)]

(A) 运费应于装货结束后_____ 个银行工作日内支付。

(B) 运费应于装货结束后_____ 个银行工作日内支付, 但至迟应在开舱卸货以前。

按照以上 (A) 或 (B) 已收取或应收取的运费, 在货物装上船后即成为出租人所赚取; 不论船舶/货物灭失与否, 承租人必须支付, 无需返还, 不得扣减。

(C) 运费应于卸货结束后_____ 个银行工作日内支付。

9. 滞期费/速遣费:

滞期费/速遣费为每天_____/_____, 不足一天按比例计算, 于卸货结束后_____ 天内结算, 但出租人如有留置货物的权利, 不受本条规定的影响。

10. 税费/规费/费用:

船舶/运费的税费/规费/费用由出租人负担, 不论其计算方法如何。货物的税费/规费/费用由承租人负担, 不论其计算方法如何。

11. 代理: [使用√标明 (A) 或 (B)]

(A) 装卸港均为出租人的代理

(B) 装货港为出租人的代理, 卸货港为承租人的代理。

12. 佣金: [使用√标明 (A) 或 (B)]

(A) 运费、亏舱费和滞期费的佣金包括洽租佣金合计_____%。

(B) 运费、亏舱费和滞期费佣金合计_____% , 另加_____% 付给_____。

13. 法律和仲裁:

本确认书适用中国法律并根据中国法律解释, 自签订之日起租船合同成立。本确认书产生的或与本确认书有关的任何争议均应提交中国海事仲裁委员会仲裁。仲裁裁决是终局的, 对当事人均有约束力。

14. 第十四条 金康租船合同: [使用√标明 (A) 或 (B)]

(A) 其他条款和条件按 1994 年金康租船合同, 但第 2 条除外。

(B) 其他条款和条件按 1976 年金康租船合同, 但第_____ 条除外。

15. 特别条款:

出租人签字

承租人签字

中国国际商会

China Chamber of international Commerce (CCOIC)

航次租船合同确认书
(2000 年标准格式)

Fixture Note of Voyage Charter Party
(2000 Standard Form)

day_____ /month _____/ year_____

It is mutually agreed between
(address: _____ fax: _____ telephone: _____)
and _____ as Charters
(address: _____ fax: _____ telephone: _____)
that this Fixture Note shall be performed subject to following terms and conditions:

1、Particulars of Performing Vessel:

M/V: _____ Flag: _____ Built: _____
Classification: _____ Registered Shipowners: _____
GT/NT/DWT: _____ / _____ / _____ TS SSW: _____
LOA/BM: _____ / _____ MS Grain/Bale Capa: _____ / _____ CBMS
Ho/Ha: _____ / _____ Derr: _____ Tweendeck: _____
[add other items when necessary]

2、Cargo and Quantity: [Indicate Alternative (A) or (B) with√]

[] (A) _____ m/ts of _____ in _____ [bag or bulk] , _____ %more or
less at _____ option[Owners' option or Charters' option].
[] (B) _____ cbms of _____ , _____ %more or less at
option[Charterers' option or Owners' option].

3、Laycan:

_____ / _____ .

Loading/Discharging Port(s): [Indicate Alternative (A) or (B) with√]

[] (A) safe port(s) at _____ / _____ .
[] (B) safe berth(s) at port(s) of _____ / _____ .

5、Loading/Discharging Rate: [Indicate Alternative (A) or (B) or (C) with ✓]
[] (A) / m/ts per weather working day, Sundays and holidays excepted unless used (PWWD SHEX UU) .
[] (B) / m/ts per weather working day, Sundays and holidays excepted even if used (PWWD SHEX EIU).
[] (C) Customary quick despatch at port(s) of [loading or discharging] (CQD).

6、Laytime Calculation: [Indicate Alternative (A) or (B) with ✓]
[] (A) Separate laytime for loading and discharging.
[] (B) Total laytime for loading and discharging

7、Freight Rate: [Indicate Alternative (A) or (B) or (C) or (D) with ✓]
[] (A) Lumpsum fiost.
[] (B) per [net or gross]m/t fiost.
[] (C) per [net or gross]m/t on free in and liner out.
[] (D) per [net or gross]cbm fiost.

8、Freight Payment: [Indicate Alternative (A) or (B) or (C) with ✓]

[] (A) Freight to be paid within banking days after completion of loading.
[] (B) Freight to be paid within banking days after completion of loading, but always before breaking bulk.

Freight collected or to be collected as per aforesaid (A) or (B) shall be deemed earned by Owners upon cargo loading on board, and such freight must be paid by Charterers non-returnable and non-discountable whether vessel/cargo lost or not.

[] (C) Freight to be paid within banking days after completion of discharging.

6. Demurrage/ Dispatch

Taxes/ Dues/Fee if any on vessel/ freight to be for Owners' account, however the amount thereof may be assessed, same on cargo if any to be for Charterers' account, howsoever the amount thereof may be assessed.

10、 Taxes/Dues/Fee:

Taxes/Dues/Fee if any on vessel/freight to be for Owners' account, however the amount thereof may be assessed, Same on cargo if any to be for Charterers' account, howsoever the amount thereof may be assessed.

11、Agency: [Indicate Alternative (A) or (B) with ✓]

[] (A) Owners' agents both ends.
[] (B) Owners' agent at loading port and Charterers' agent at discharging port.

12、Commission: [Indicate Alternative (A) or (B) with ✓]

[] (A) Commission on freight, dead=freight and demurrage totals percent including address commission.

[] (B) Commission on freight, dead=freight and demurrage totals percent , plus percent to be for .

Law and Arbitration:

This Fixture Note shall be governed by and construed in accordance with Chinese law, and the Charter Party shall be established when this Fixture Note is signed. Any dispute arising out of or in connection with this Fixture Note shall be submitted to Shanghai Sub-Commission of China Maritime Arbitration Commission for arbitration in Beijing. The arbitration award shall be final and binding upon the parties.

Gencon Charter: [Indicate Alternative (A) or (B) with ✓]

[] (A) Other terms and conditions are as Gencon Charter 1994, except Clause 2.

[] (B) Other terms and conditions are as per Gencon Charter 1976, except Clause(s) _____.

15. Special Provisions:

Owners' Signature

Charterers' signature