

中国船东互保协会文件

中船保赔字[2011]20号

关于推荐使用承运易流态化货物租约条款的通函

各会员公司：

近年来某些散装货物因含水量过高而在运输途中流态化，从而导致人船货安全事故的频繁发生。对此，各保赔协会及我协会均已发出多份通函提醒各会员公司给予高度重视，并要求在承运此类货物时应安排必要的装前检验。

同时，协会建议各会员公司在订立有关租约/运输合同时约定由租家/发货人承担检验所需的时间和花费，但在实务中遭遇到诸多问题和阻力。为此，国际保赔集团在研究汇总相关租约条款后，根据 IMSBC 的规定，向所有会员推荐使用“承运易流态化货物的租约条款”（如附件）。该条款的几项实质性内容包括：

- （1）租家/发货人必须在装货前向船东提供货物“流动水分点”、“适运水分限”及货物实际含水量等证明文件，且该文件必须是船东事先认可的有资质的实验室做出。

- (2) 如果船长有理由怀疑所要装载的货物或已经装船的货物将危及相关航次船舶、货物及船员的安全，则其有权拒绝装载或卸下已装船的货物。
- (3) 船东有权在装货前检查货物状况以确定货物是否适于安全运输。
- (4) 为保证货物符合 IMSBC 的规定而所需的时间和花费，包括船东为此安排的检验，都由租家承担。

我协会亦推荐各会员使用此条款或引用类似条款，以期形成一定的行业规则。目的是既减少各会员公司在订立相关租约条款时产生的问题，也尽可能地减少类似条款被引用的阻力。

特此通函。

附件：国际保赔集团推荐使用的“承运易流态化货物的租约条款”



主题词：中船保 易流态化 租约条款 通函

抄送：大连分部、上海分部、中国保赔服务（香港）有限公司

中国船东互保协会

2011年11月2日印发

附件:

QUOTE

Solid bulk cargoes are to be presented for carriage, loaded, and, where necessary, trimmed only if lawful and harmless, and always in compliance with all applicable international regulations, including the IMSBC Code 2009 (as may be amended from time to time). All time taken in complying with such regulations, or as a result of non-compliance, shall be for the Charterers' sole account and expense (whether as hire or as laytime/demurrage, as applicable). The Charterers shall be responsible for any and all additional costs, expenses and liabilities whatsoever incurred as a consequence of such compliance or as a result of any non-compliance. The Charterers are to provide certificate(s) of testing from a laboratory which must be approved in advance by the Owners at the Owners' absolute discretion, and such certificate(s) of testing must state the TML (transportable moisture limit) and FMP (flow moisture point) and moisture content. Such certificate(s) are to be presented to the Owners and the Master prior to, and as a condition of, the commencement of loading. The Master shall also have the right, in his absolute discretion, to refuse to accept cargo on board or, after loading, to refuse to sail when, in his reasonable opinion, there is a risk (including, but not limited to, the risk of liquefaction of the cargo) which could jeopardise the safety of the crew, the vessel or cargo on the voyage. The Master shall also have the right, in his absolute discretion, to demand that such cargo be offloaded from the vessel. Such refusal and/or demand to offload shall not be a breach of charter and the Charterers shall be responsible, at their sole time and expense (whether as hire or as laytime/demurrage, as applicable, or otherwise), for all steps required to make the cargo safe and/or to allow the vessel to sail to the satisfaction of the Master. Should the Owners so require, the Charterers are to allow the Owners or their representatives to take samples of cargoes prior to, and as a condition of, loading and the Owners shall be entitled to test such samples and/or appoint surveyors and/or experts to act on their behalf always at the Owners' discretion. The Charterers agree to pay and indemnify the Owners for all costs, liabilities and consequences incurred as a result of the Charterer's orders to load solid bulk cargoes and all time taken in connection with the matters provided for in this clause shall be for the Charterers' account and the Charterers shall be responsible, at their sole time and expense (whether as hire or as laytime/demurrage, as applicable, or otherwise). This clause shall be without prejudice to the obligations of the Charterers to provide a safe cargo and in relation to loading and nothing done or omitted to be done by the Master or the Owners pursuant to this clause shall amount to a waiver of any rights of the Owners

END QUOTE