

1924 年統一某些載貨證券規則國際公約

1924 年 8 月 25 日 訂於布魯塞爾，1931 年 6 月 2 日生效

(海牙規則)

International Convention for The Unification of Certain Rules of Law Relating to Bills of Lading,

Brussels, August 25, 1924 ; Entered into Force June 2, 1931

(The Hague Rules)

1924 Hague Rules

Article 1

In this convention the following words are employed with the meanings set out below:

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- (b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.
- (c) "Goods" includes goods, wares, merchandise, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.
- (d) "Ship" means any vessel used for the carriage of goods by sea,
- (e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

Article 2

Subject to the provisions of Article 6, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities and entitled to the rights and immunities hereafter set forth.

Article 3

1. The carrier shall be bound before and at the beginning of the

第 1 條

本公約用語意義如下：

- (a) 「運送人」包括與託運人訂立運送契約之船舶所有人或租傭船人。
- (b) 「運送契約」僅指以載貨證券或有關海上貨物運送之同性質之權利文件為憑之運送契約，包括於租傭船契約或依據租傭船契約簽發之載貨證券或上述之同性質文件，然於該載貨證券或同性質文件規範運送人與該證券或文件持有人間之關係之時起算。
- (c) 「貨物」包括物品、產品、商品及除活動物以外之各種物件及依運送契約得裝載於甲板上並為如此載運之貨物。
- (d) 「船舶」係指用於海上運送貨物之任何船舶。
- (e) 「貨物運送」包括自貨物裝載上船至貨物自船舶卸載之期間。

第 2 條

於適用第 6 條規定情形下，於任一海上貨物運送，運送人對於貨物之裝載、搬移、堆存、運送、保管、看守及卸載所負之責任及義務與得主張之權利及免責，應依後開之規定。

第 3 條

1. 運送人於發航前及發航時，應就下

voyage to exercise due diligence to –

- (a) Make the ship seaworthy.
- (b) Properly man, equip and supply the ship.

- (c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, tight and safe for their reception, carriage and preservation.

2. Subject to the provisions of Article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things –

- (a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

- (b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.

- (c) The apparent order and condition of the goods.

Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3(a), (b) and (c),

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

If the loss or damage is not apparent, the notice must be given within three days of the delivery of the goods.

The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of an actual or apprehended loss or damage the

列事項為必要之注意：

- (a) 使船舶具有適航性。
- (b) 適當配置船舶之海員、設備及供應。

- (c) 使貨艙、冷藏室及所有供載運貨物之船舶其他部分，適合於貨物之受載、運送及保存。

2. 於適用第4條規定情況下，運送人應適當並注意地裝載、搬移、保管、看守及卸載所承運之貨物。

3. 運送人或船長或運送人之代理人收受貨物後，應託運人之請求，應簽發載貨證券。該載貨證券所載明之事項應包括：

- (a) 依照託運人於貨物裝載前書面通知用以識別之主要標示，該項標示應清楚顯示於未經包裝之貨物上，如經包裝，於貨物之外包裝或包皮並保持清晰可辨直至航行終了。

- (b) 依其情況，託運人書面提供之包裝或件之個數、數量或重量。

- (c) 貨物之表面情狀。

然運送人、船長或運送人之代理人有正當理由，對任何標誌、個數、數量或重量，疑其非正確代表實際收受之貨物者，或無合理方法予以核對者，得不予載明於載貨證券上。

4. 此載貨證券應作為依照前(a)、(b)及(c)款所載貨物業經運送人收受之表面證據。

5. 託運人應視為已向運送人保證其所提供之標誌、個數、數量或重量於裝運時係正確無誤。託運人應賠償運送人因是項資料提供不正確所致或所生之一切損失、損害及費用。前項運送人請求賠償之權利，不得用以限制運送人依運送契約對託運人以外之其他人所負之責任及義務。

6. 除滅失或毀損及滅失或毀損之大致性質之通知，於貨物移交給依照運送契約有受領權人保管之下以前或當時，或如滅失或毀損為不顯著者則於三日內，以書面送達運送人或其卸載港之代理人，則是項移交應為運送人已依載貨證券記載交付貨物之表面證據。

如滅失或毀損不顯著，該通知應於貨物交付後三日內提出。

如貨物情狀於受領時業經共同檢驗及檢查者，則不必為書面通知。

在所有情形下，除非於貨物交付或應行交付之日起一年內提起訴訟，運送人及船長應予解除所有關滅失或損害之責任。

貨物實際有或疑有滅失或損害者，

carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article 3, shall for the purpose of this article be deemed to constitute a "shipped" bill of lading.
8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connexion with, goods arising from negligence, fault, or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in this convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

Article 4

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this article.
2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from –
 - (a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.
 - (b) Fire, unless caused by the actual fault or privity of the carrier.
 - (c) Perils, dangers and accidents of the sea or other navigable waters.
 - (d) Act of God.
 - (e) Act of war.
 - (f) Act of public enemies.
 - (g) Arrest or restraint of princes, rulers or people, or seizure under legal process.
 - (h) Quarantine restrictions.
 - (i) Act of omission of the shipper or owner of the goods, his agent or representative.
 - (j) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.

運送人及受貨人各應給予他方檢查及查點貨物之便利。

7. 貨物裝載後，運送人、船長或運送人之代理人，應託運人之請求，簽發給託運人之載貨證券，應為一「裝船」載貨證券。如託運人已事前取得是項貨物之任何權利文件者，託運人應將此項文件繳還以換取「裝船」載貨證券。此時，依運送人之選擇，此項權利文件得於裝運港由運送人、船長或其代理人，將業經裝載該貨物之船名、裝載日期加以註明；此項權利文件若經如此註明，且並載明第3條第2項所述事項，就本條之目的，即應視為已構成一「裝船」載貨證券。
8. 運送契約內之任何條款、條件或約定，免除運送人或船舶因疏忽、過失或本條所規定責任及義務之未履行所生對貨物或與之有關之滅失或毀損之責任者，或於本公約規定之外限制上述責任者，均屬無效。保險契約利益歸屬運送人或類似之條款應視為免除運送人責任之條款。

第 4 條

1. 船舶無適航性所生或所致之滅失或毀損，除係因運送人欠缺必要注意，未依第3條第1項規定，使船舶有適航性、確使船舶配置適當之海員，設備及供應，並使貨艙、冷藏室及所有供載貨物之船舶其他部分適宜貨物之受載、運送及保存並穩妥者外，運送人或船舶均不負責任。因船舶無適航性而致滅失或毀損時，運送人或其他人依本條規定主張免責者，應就已為必要注意之事實，負舉証之責。
2. 下列事由所生或所致之滅失或毀損，運送人或船舶不負責任：
 - (a) 船長、海員、引水人或運送人之受雇人於航行或船舶管理上之行為、疏忽或過失。
 - (b) 火災，但係因運送人之實際過失或知情者不在此限。
 - (c) 海上或其他可供航行水面之危險或意外事故。
 - (d) 天災。
 - (e) 戰爭行為。
 - (f) 公共敵人之行為。
 - (g) 君主、統治者或人民之拘捕或管制或依法律程序之扣押。
 - (h) 檢疫限制。
 - (i) 託運人或貨物所有人或其代理人或代表之作為或不作為。
 - (j) 罷工、閉廠、勞動中止或限制，不論其由於何原因，亦不論其為

- (k) Riots and civil commotions.
 - (l) Saving or attempting to save life or property at sea.
 - (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.
 - (n) Insufficiency of packing.
 - (o) Insufficiency or inadequacy of marks.
 - (p) Latent defects not discoverable by due diligence.
 - (q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.
3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.
 4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this convention or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.
 5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connexion with goods in an amount exceeding f100 per package or unit, or the equivalent of that sum in other currency unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration if embodied in the bill of lading shall be prima facie evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connexion with, goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

- 局部或全面者。
- (k) 騷亂或民爭。
 - (l) 救助或意圖救助海上人命或財產。
 - (m) 因貨物之固有瑕疵、性質或缺陷所生之體積或重量之耗損或其他減失或毀損。
 - (n) 包裝不固。
 - (o) 標誌不充足或不適當。
 - (p) 經充分注意仍不能發現之隱有瑕疵。
 - (q) 非因運送人之實際過失或知情，或非因運送人之代理人或雇用人之過失或疏忽，所生之其他事由，然主張本款免責之利益者，應負舉證之責，證明減失或毀損非歸因於運送人之實際過失或知情，亦非歸因於運送人之代理人或雇用人過失或疏忽。
3. 運送人或船舶所遭受之減失或毀損非由於託運人、其代理人或其雇用人之作為、過失或疏忽所生者，託運人不負責任。
 4. 為救助或企圖救助海上人命或財產之偏航，或任何合理之偏航，不得視為本公約或運送契約之違反或違約；因此所致之任何減失或毀損，運送人不負責任。
 5. 對於貨物或與貨物有關之減失或毀損，運送人及船舶於任何情形下所負之賠償責任，每件或每單位不應超過一百英鎊或等值之其他貨幣之金額。但貨物之性質及價值於裝運前經託運人聲明並記載於載貨證券者，不在此限。
前項聲明，如經記載於載貨證券者，應為表面證據，對於運送人並無拘束力或確定力。
運送人、船長或運送人之代理人得與託運人以契約另行訂定另一最高的賠償額度，然是項最高數額不得低於前開之金額。
載貨證券所載貨物之性質或價值係託運人故意虛報者，運送人或船舶對於該貨物或該貨物有關之減失或毀損不負責任。
 6. 貨物具易燃性、易爆性或危險性，如運送人、船長或運送人之代理人知悉其性質或特性即不同意予以裝運者，得於卸載前任何時間，於任何地點，予以起岸、摧毀或使之無害，而不負賠償責任。所有因此項貨物之裝運直接或間接所生或所致之損害及費用，託運人應負賠償之責。若此類貨物，其性質係已知悉，並經同意裝運，如對於船舶或其貨載有危險者，運送人仍得於任何地點予以起岸、摧毀或使之無害，除因共同海損者外，運送人不

負賠償責任。

Article 5

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and obligations under this convention, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of this convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this convention. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

Article 6

Notwithstanding the provisions of the preceding articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect.

Provided that this article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

Article 7

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connexion with, the custody and care and handling of goods prior to the loading on, and subsequent to, the discharge from the ship on which the goods are carried by sea.

Article 8

The provisions of this convention shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of seagoing vessels.

第 5 條

運送人得任意放棄依本公約得享有之任何或全部權利及免責之全部或一部分，或增加依公約應承擔之任何責任及義務，然其放棄或增加應載入發給託運人之載貨證券內。本公約之規定不應適用於租傭船契約，然於租傭船契約下發給載貨證券者，該載貨證券仍應符合本公約之規定。本公約之規定不得作為禁止於載貨證券內引入有關共同海損之任何合法條款。

第 6 條

無論前開諸條是否規定運送人、船長或運送人之代理人得與託運人就任何特定貨物得任意訂立協議，就運送人對於是項貨物之責任及義務，以及運送人關於是項貨物之權利及免責，或在不得觸公政策之範圍內關於運送人對適航性之責任，或運送人之受僱人或代理人對於海上運送貨物之裝載、搬運、堆存、運送、保管、看守及卸載所應為之照顧或注意等條款，另為訂定；但在此種情形載貨證券不會簽發或不予簽發，又協議之條款係列入一屬於不得背書轉讓文件並為如此註明之收據者為限。

照前項所訂立之協議應具有完全之法律效力。

然本條應不適用於通常貿易過程中所為之普通商業運送。本條應僅適用於其他運送，因將依運送財物之特性或情況，或完成運送所處之環境、條件或狀況，係有正當理由需為特殊協議者。

第 7 條

本公約之規定並不阻止運送人或託運人，就海上運送之貨物於裝載上船以前及自船上卸載以後，對於貨物或與貨物之保管、看守及搬移有關之減失或損害，運送人或船舶所負之責任及義務，訂立任何協議、條款、條件、保留或免除。

第 8 條

本公約之規定不影響有關海船所有人責任限制之現行法律所規定之運送人之權利及責任。

Article 9

The monetary units mentioned in this convention are to be taken to be gold value.

Those contracting States in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this convention in terms of pound sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing on the day of the arrival of the ship at the port of discharge of the goods concerned.

Article 10

The provisions of this convention shall apply to all bills of lading issued in any of the contracting States.

Article 11

After an interval or not more than two years from the day on which the convention is signed the Belgian Government shall place itself in communication with the Governments of the high contracting parties which have declared themselves prepared to ratify the convention, with a view to deciding whether it shall be put into force. The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said Governments, The first deposit of ratifications shall be recorded in a proces-verbal signed by the representatives of the Powers which take part therein and by the Belgian Minister for Foreign Affairs.

The subsequent deposit of ratifications shall be made by means of a written notification, addressed to the Belgian Government and accompanied by the instrument of ratification.

A duly certified copy of the proces-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the Powers who have signed this convention or who have acceded to it. In the cases contemplated in the preceding paragraph, the said Government shall inform them at the same time of the date on which it received the notification.

Article 12

Non-signatory States may accede to the present convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the convention a duly

第 9 條

本公約所述之貨幣單位係指其黃金價值。

締約國非以英鎊為貨幣單位者得保留權利，以英鎊所表示之金額折換其本國貨幣並作成整數。

國內法得為債務人保留其權利，依照船舶到達有關貨物卸載港之日之折換率，以國內貨幣清償其債務。

第 10 條

本公約之規定應適用於任一締約國內簽發之載貨證券。

第 11 條

於本公約簽署後不逾二年期間內，比利時政府應諮詢準備批准之締約國對批准書應於上述政府施行預定之日存放於布魯塞爾。最初批准書於存放時，應作成書面紀錄由相關國之代表及比利時外交部長加以簽署。

嗣後批准書之存放，應連同批准書以書面照會比利時政府。

最初存放書批准書之紀錄，以及前項所述之照會，連同相關批准書，應由比利時政府抄具副本立即經由外交途徑，轉知各簽署國或加入國。在轉知前項照會時，並應由比利時同時載明收到批准書之日期。

第 12 條

未簽署之國家不論是否參加布魯塞爾國際會議，均得加入本公約。

凡願加入之國家，應以書面連同加入書通知比利時政府，該項加入書應存放於比政府檔案處。

比利時政府應立即將其通知抄具正式副本轉知各簽署國或加入國，並敘明收到

certified copy of the notification and of the act of accession, mentioning the date on which it received the notification. 通知之日期。

Article 13

The high contracting parties may at the time of signature, ratification or accession declare that their acceptance of the present convention does not include any or all of the self-governing dominions, or of the colonies, overseas possessions, protectorates or territories under their sovereignty or authority, and they may subsequently accede separately on behalf of any self-governing dominion, colony, overseas possession, protectorate or territory excluded in their declaration. They may also denounce the convention separately in accordance with its provisions in respect of any self-governing dominion, or any colony, overseas possession, protectorate or territory under their sovereignty or authority.

Article 14

The present convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the protocol recording such deposit. As respects the States which ratify subsequently or which accede, and also in cases in which the convention is subsequently put into effect in accordance with Article 13, it shall take effect six months after the notifications specified in paragraph 2 of Article 11 and paragraph 2 of Article 12 have been received by the Belgian Government.

Article 15

In the event of one of the contracting States wishing to denounce the present convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States, informing them of the date on which it was received. The denunciation shall only operate in respect of the State which made the notification, and on the expiry of one year after the notification has reached the Belgian Government.

Article 16

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments. A State which would exercise this right should notify its intention to the other States through the Belgian Government, which would make arrangements for convening the Conference. Done at Brussels, in a single copy, August 25, 1924,

PROTOCOL OF SIGNATURE

The High Contracting Parties may give effect to this convention either by giving it the force of law or by including in their national

第 13 條

締約國在簽字、批准、或加入時，得聲明本公約之接受不包括其主權或權力所屬任何或全體自治領區、或殖民地、海外管領地、保護國、或其他領域。各該地域得嗣後分別加入，亦得依照規定分別退出。

第 14 條

於參加最初批准之國家間，本公約自批准紀錄程序之日起一年後生效。嗣後批准或加入，以及依第 13 條規定而加入者，自批准書依第 11 條第 2 項及第 12 條第 2 項經比利時政府收到六個月後生效。

第 15 條

締約國之一有欲退出本公約者，其退出應以書面通知比利時政府，由比政府隨以副本通知其他國家，並敘明收到日期。

其退出僅對該退出國有效，並自比政府接到通知之一年後生效。

第 16 條

任一締約國為謀求修正本公約有召集新會議之權。行使前項權利之國家，應將其意圖經由比利時政府轉知其他國家並由其籌備，召集會議。1924 年 8 月 25 日以單一副本於布魯塞爾簽署。

簽署議定書：

締約國為實施本公約得賦予本公約以法律效力或依適當立法程序將本公約之規

legislation in a form appropriate to that legislation the rules adopted under this convention. 定納入國家立法。

They may reserve the right –

1. To prescribe that in the cases referred to in paragraph 2(c) to (p) of Article 4 the holder of a bill of lading shall be entitled to establish responsibility for loss or damage arising from the personal fault of the carrier or the fault of his servants which are not covered by paragraph (a).
2. To apply Article 6 in so far as the national coasting trade is concerned to all classes of goods without taking account of the restriction set out in the last paragraph of that article.

Done at Brussels, in a single copy, August 25, 1924.

其得就下列權利為保留：

1. 規定在第4條第2項第c款至第p款所述之情形，載貨證券之持有人有權主張，因運送人個人疏忽或其雇用人非屬a款之過失所生之滅失或損害之運送人責任。
2. 將第6條規定適用於國家沿海貿易範圍內之所有種類之貨物，而不受該條最後1項所定之限制。

1924年8月25日以單一副本於布魯塞爾簽署。