

1924 年統一某些載貨證券規則國際公約之 1968 年修正議定書及其 1979 年 SDR 修訂議定書

(1924/1968/1979 海牙威斯比規則綜合文本)

Protocol to Amend the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading,

1968 Hague-Visby Rules

Article I

In these Rules 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 II

Subject to the provisions of Article VI, 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 hereinafter set forth.

Article III

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, fit and safe for their reception, carriage and preservation.
2. Subject to the provisions of Article IV, 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). However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.
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.

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.

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。然載貨證券已轉讓與善意第三人者，不得提出反證。【1968】
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在卸載港之代理人，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。

Subject to paragraph 6bis the carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered. This period, may however, be extended if the parties so agree after the cause of action has arisen.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

6. bis. An action for indemnity against a third person may be brought even after the expiration of the year provided for in the preceding paragraph if brought within the time allowed by the law of the Court seized of the case. However, the time allowed shall be not less than three months, commencing from the day when the person bringing such action for indemnity has settled the claim or has been served with process in the action against himself.
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 III, 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 connection 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 these Rules, 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 IV

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 III. 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

於適用第 6 項之一之情況下，除非訴訟於貨物交付或應交付之日起一年內提出，運送人及船長應予解除所有有關滅失或損害之責任。然於訴因發生後，該期間得經當事人同意予以延長。【1968】

貨物實際有或疑有滅失或損害者，運送人及受貨人各應給予他方檢查及查點貨物之便利。

6. 之一 在未超過受訴法院所允許之期間情況下，前項規定之一年期限雖已屆滿，仍得向第三人提起追償之訴。然法院所允許之期間，應自賠償請求人對其已獲得解決或訴狀送達之日起算，不得少於三個月。【1968】

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

- 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 or 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.
- (k) Riots and civil commotions.
- (l) Saving or attempting to save life or property at sea.
- (m) Wastage in bulk of 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 these Rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.
- 5.
- (a) Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding the equivalent of 666.67 units of account per package or unit or units of account per kilo of gross weight of the goods lost or damaged, whichever is the higher. 【(a) Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.67 units of account per package or unit or 2 units of account per kilogramme of gross weight of the goods lost or
- 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滅失或毀損。
- (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，證明滅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滅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；因此所致之任何滅失或毀損，運送人不負責任。
5. 【1968】
- (a) 除託運人於裝船前已聲明貨物之性質及價值並載於載貨證券外，運送人或船舶對於貨物或與之有關之滅失或損害責任，於任何情況下，應就每件或每單位，依不超過同等於10,000法郎之金額，或每公斤毛重，依不超過同等於30法郎之金額為限，擇其較高額度適用之。【1979年議定書修訂：(a) 除託運人於託運前聲明該貨物之性質及價值並載明於載貨證券者外，對於貨物或有關貨物之任何毀損或滅失，運送人或船舶於任何情況下，均不或無須負責每件或每單位貨物超過666.67記

damaged, whichever is the higher,】

- (b) The total amount recoverable shall be calculated by reference to the value of such goods at the place and time at which the goods are discharged from the ship in accordance with the contract or should have been so discharged. The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.
- (c) Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading as packed in such article of transport shall be deemed the number of packages or units for the purpose of this paragraph as far as these packages or units are concerned. Except as aforesaid such article of transport shall be considered the package or unit.
- (d) A franc means a unit consisting of 65.5 milligrammes of gold of millesimal fineness 900'. The date of conversion of the sum awarded into national currencies shall be governed by the law of the Court seized of the case.

【1979 SDR Protocol】

- (d) The unit of account mentioned in this Article is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in sub-paragraph (a) of this paragraph shall be converted into national currency on the basis of the value of that currency on the date to be determined by the law of the Court seized of the case. The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of the preceding sentences may, at the time of notification of the Protocol of 1979 or accession thereto or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:
- (i) in respect of the amount of 666.67 units of account mentioned in sub-paragraph (a) of paragraph 5 of this Article, 10,000 monetary units;
- (ii) in respect of the amount of 2 units of account mentioned in sub-paragraph (a) of paragraph 5 of this Article, 30 monetary units.

The monetary unit referred to in the preceding sentence corresponds to 65.5 milligrammes of gold of millesimal fineness 900, The conversion of the amounts specified in that sentence into the national currency shall be made according to the law of the State concerned. The calculation and the conversion mentioned in the preceding sentences shall be made in such a manner as to express in the national currency

帳單位或毀損滅失貨物毛重每公斤 2 記帳單位以上之數額，採較高者。

- (b) 賠償總額應參照依據契約所約定從船上卸載或應卸載之時間及地點之價值，計算貨物之價值。貨物價值，應依商品交易價值；如無商品交易價值，應依當時市價；如無商品交易價值，亦無當時市價，則應參考同性質與品質之其他貨物之一般價值確定之。
- (c) 為集裝貨物而使用貨櫃、墊板或類似運送載具時，載貨證券內所列裝載於此等運送載具內之件數或單位之數量，應視為本項所指之件數或單位之數量。除此之外，該運送載具應被認定為該件數或單位。
- (d) 一法郎係指含有黃金重量 65.5 毫克，其成色為千分之九百之單位。判令給付金額換算本國通貨之日期應依受訴法院之法律。

【1979 SDR 議定書修訂】

- (d) 本條所指之記帳單位係指國際貨幣基金所定義之特別提款權。本項(a)款所列明之數額應以案件受審法院所決定日期之貨幣價值兌換成本國貨幣。本國貨幣相對於特別提款權之價值，如其為國際貨幣基金會之會員國，則依照國際貨幣基金為期運作及交易所適用之價值評定方法計算之。如其非國際貨幣基金會之會員國，其本國貨幣相對於特別提款權之價值，則依該國所決定之方式計算之。

然對於該國非國際貨幣基金會之會員國，且該國法律不承認前段規定之適用者，於收到本 1979 年議定書通知或加入或其後任何時間，得聲明以下列方式確定本公約所規定責任限額並予適用：

- (i) 有關本條第 5 項(a)款所敘明 666.67 記帳單位之數額：為一萬貨幣單位；
- (ii) 有關本條第 5 項(a)款所敘明 2 記帳單位之數額：為 30 貨幣單位。

前款所稱之貨幣單位相當於 65.5 毫克，純度千分之九百之黃金。該款特定數額之兌換率，依相關國家法律定之。前款所規定之計算及兌換方法，應使該國貨幣之價值儘可能地同等於本條第 6 項(a)款所規定之記帳單位所表徵之真實價值。

of that State as far as possible the same real value for the amounts in sub-paragraph (a) of paragraph 6 of this Article as is expressed there in units of account.

States shall communicate to the depositary the manner of calculation or the result of the conversion as the case may be, when depositing an instrument of ratification of the Protocol of 1979 or of accession thereto and whenever there is a change in either.

- (e) Neither the carrier nor the ship shall be entitled to the benefit of the limitation of liability provided for in this paragraph if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.
- (f) The declaration mentioned in sub-paragraph (a) of this paragraph, if embodied in the bill of lading, shall be prima facie evidence, but shall not be binding or conclusive on the carrier.
- (g) By agreement between the carrier, master or agent of the carrier and the shipper other maximum amounts than those mentioned in sub-paragraph (a) of this paragraph may be fixed, provided that no maximum amount so fixed shall be less than the appropriate maximum mentioned in that sub-paragraph.
- (h) Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connection with, goods if the nature or value thereof has been knowingly mis-stated 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.
- (e) 如經證明損害係由運送人意圖造成損害或經率且明知損害可能發生之作為或不作為所致者時，運送人及船舶不得享有本款所規定之責任限額之權益。
- (f) 本項第1款所規定之聲明，記載於載貨證券上者，應為表面證據，對運送人並無拘束力或具決定效力。
- (g) 運送人、船長或運送人之代理人及託運人之間可協議訂定本項第1款規定以外之其他最高額度，但所約定之最高額度不應低於該款所規定之最高限額。
- (h) 託運人於載貨證券故意虛列貨物之性質或價值者，運送人及船舶無論在任何情況下均不負責貨物或與之有關之滅失或損害。
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 IV bis

1. The defences and limits of liability provided for in these Rules shall apply in any action against the carrier in respect of loss or damage to goods covered by a contract of carriage whether the action be founded in contract or in tort.
 2. If such an action is brought against a servant or agent of the carrier (such servant or agent not being an independent contractor), such servant or agent shall be entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under these Rules.
 3. The aggregate of the amounts recoverable from the carrier, and such servants and agents, shall in no case exceed the limit provided for in these Rules.
 4. Nevertheless, a servant or agent of the carrier shall not be
1. 有關運送契約所載貨物之滅失或損害，而向運送人所提出之任何訴訟，無論係基於契約或侵權行為，本公約所規定之抗辯及責任限制均應適用之。
2. 倘該訴訟係對運送人之受雇人或代理人(該受雇人或代理人須非獨立之契約履行輔助人)提起者，該受雇人或代理人得主張運送人依本公約可得主張之抗辯及責任限制之規定。
3. 向運送人與該等受雇人及代理可得請求賠償之總和，不得超過本公約所規定之限額。
4. 如經證明損害係由運送人之受雇人或

entitled to avail himself of the provisions of this article, if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

Article V

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 these Rules, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of these Rules 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 these Rules. Nothing in these Rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

Article VI

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.

An 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 VII

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 connection 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 VIII

The provisions of these Rules shall not affect the rights and

代理人意圖造成損害或經率且明知損害可能發生之作為或不作為所致者時，該運送人之受僱人或代理人不得享有本條所規定之權益。

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部分，或增加依公約應承擔之任何責任及義務，然其增加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，或在不抵觸公共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；但以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

obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

Article IX

These Rules shall not affect the provisions of any international Convention or national law governing liability for nuclear damage.

Article X

The provisions of these Rules shall apply to every bill of lading relating to the carriage of goods between ports in two different States if

- (a) the bill of lading is issued in a contracting State, or
- (b) the carriage is from a port in a contracting State, or
- (c) the contract contained in or evidenced by the bill of lading provides that these Rules or legislation of any State giving effect to them are to govern the contract;

whatever may be the nationality of the ship, the carrier, the shipper, the consignee, or any other interested person.

Each Contracting State shall apply the provisions of this Convention to the Bills of Lading mentioned above.

This Article shall not prevent a Contracting State from applying the rules of this Convention to Bills of Lading not included in the preceding paragraphs.

任限制之現行法律所規定之運送人之權利及責任。

第 9 條 【1968】

本公約不應影響國際公約或國內法有關核子損害責任之規定。

第 10 條 【1968】

不論船舶、運送人、託運人、受貨人或其他利害關係人之國籍為何，於有下列情形之一者，本公約規定應適用於兩國港口間為貨物運送之任一載貨證券：

- (a) 載貨證券係於一締約國內簽發，或
- (b) 運送係自一締約國港口出發，或
- (c) 載貨證券所憑或所證之契約約定適用本公約規定或任何批准國家之國內法。

締約國應將上述載貨證券適用本公約之規定。

本條不限制締約國得就上述規定以外之載貨證券適用本公約之規定。