

1978 年聯合國海上貨物運送公約

1978 年 3 月 30 日 簽署於漢堡，1992 年 11 月 1 日生效

(1978 年漢堡規則)

United Nations Convention on the Carriage of Goods by Sea

Hamburg, 30 March 1978 ; Entered into Force 1 November 1992

1978 Hamburg Rules

The States Parties to this Convention,
Having recognised the desirability of determining by agreement
certain rules relating to the carriage of goods by sea,
Have decided to conclude a Convention for this purpose and have
thereto agreed as follows:

本公約各締約國，
體認經由協議以確定有關海上貨物運
送某些規範之需要，
決定為此目的締結本公約如下：

PART I - GENERAL PROVISIONS

第一部分 總則

Article 1 - Definitions

第 1 條 定義

In this Convention:

於本公約：

1. "Carrier" means any person by whom or in whose name a contract of carriage of goods by sea has been concluded with a shipper.
2. "Actual carrier" means any person to whom the performance of the carriage of the goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted.
3. "Shipper" means any person by whom or in whose name or on whose behalf a contract of carriage of goods by sea has been concluded with a carrier, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the carrier in relation to the contract of carriage by sea.
4. "Consignee" means the person entitled to take delivery of the goods.
5. "Goods" includes live animals; where the goods are consolidated in a container, pallet or similar Article of transport or where they are packed, "goods" includes such Article of transport or packaging if supplied by the shipper.
6. "Contract of carriage by sea" means any contract whereby the carrier undertakes against payment of freight to carry goods by sea from one port to another; however, a contract which involves carriage by sea and also carriage by some other means is deemed to be a contract of carriage by sea for the purposes of this Convention only in so far as it relates to the carriage by sea.
7. "Bill of lading" means a document which evidences a contract of

1. 「運送人」係指本人或以其名義與託運人訂立海上貨物運送契約之任何人。
2. 「實際運送人」係指受運送人委託執行貨物之運送或部分運送之任何人，包括受委託執行此種運送之任何他人。
3. 「託運人」係指本人或以其名義或其代表與運送人訂立海上貨物運送契約之任何人，或本人或以其名義或其代表實際將海上運送契約相關貨物交付給運送人之任何人。
4. 「受貨人」係指有權提領貨物之人。
5. 「貨物」包括活動物；如貨物併裝於託運人所提供之貨櫃、墊板或類似運輸器具時，則「貨物」一併包括該運輸或包裝器具。
6. 「海上運送契約」係指規定運送人收取運費以承擔經由海上自一港口運送貨物至另一港口之任何契約；然除海上運送外另涉及使用某些其他運輸方式之契約，則僅在其與海上運送有關之範圍內，方視為本公約目的之海上運送契約。
7. 「載貨證券」係指作為海上運送契約

carriage by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.

8. "Writing" includes, inter alia, telegram and telex.

Article 2 - Scope of application

1. The provisions of this Convention are applicable to all contracts of carriage by sea between two different States, if:
 - (a) The port of loading as provided for in the contract of carriage by sea is located in a Contracting State, or
 - (b) The port of discharge as provided for in the contract of carriage by sea is located in a Contracting State, or
 - (c) One of the optional ports of discharge provided for in the contract of carriage by sea is the actual port of discharge and such port is located in a Contracting State, or
 - (d) The bill of lading or other document evidencing the contract of carriage by sea is issued in a Contracting State, or
 - (e) The bill of lading or other document evidencing the contract of carriage by sea provides that the provisions of this Convention or the legislation of any State giving effect to them are to govern the contract.
2. The provisions of this Convention are applicable without regard to the nationality of the ship, the carrier, the actual carrier, the shipper, the consignee or any other interested person.
3. The provisions of this Convention are not applicable to charter-parties. However, where a bill of lading is issued pursuant to a charter-party, the provisions of the Convention apply to such a bill of lading if it governs the relation between the carrier and the holder of the bill of lading, not being the charterer.
4. If a contract provides for future carriage of goods in a series of shipments during an agreed period, the provisions of this Convention apply to each shipment. However, where a shipment is made under a charter-party, the provisions of paragraph 3 of this Article apply.

Article 3 - Interpretation of the Convention

In the interpretation and application of the provisions of this Convention regard shall be had to its international character and to the need to promote uniformity.

PART II - LIABILITY OF THE CARRIER

Article 4 - Period of responsibility

1. The responsibility of the carrier for the goods under this Convention covers the period during which the carrier is in charge of the goods at the port of loading, during the carriage and at the port of discharge.

與運送人收受或裝載貨物之證明文件，運送人承擔對繳還該文件之人為貨物之交付。該文件所載貨物應交付所指定之人、或待指定或持有人而構成此種承擔者。

8. 「書面」包括電傳及電報及其他類似通訊方式。

第 2 條 適用範圍

1. 本公約規定適用於下列情況之二不同國家間之一切海上運送契約：
 - (a) 海上運送契約所規定之裝貨港位於締約國，或
 - (b) 海上運送契約所規定之卸貨港位於締約國，或
 - (c) 海上運送契約所規定之各選擇卸貨港之一之實際卸貨港，而該港位於締約國，或
 - (d) 載貨證券或作為海上運送契約證明之其他文件於締約國發給，或
 - (e) 載貨證券或作為海上運送契約證明之其他文件規定本公約規定或任何國家實施本公約規定之國內法適用於該契約。
2. 本公約規定於適用時不應考慮船舶、運送人、實際運送人、託運人、受貨人或任何其他關係人之國籍。
3. 本公約規定不適用於租傭船契約。然依照租傭船契約所簽發之載貨證券，如該載貨證券規定運送人與非租傭船人之載貨證券持有人間關係，本公約規定即適用於該載貨證券。
4. 如契約規定一未來約定期間針對貨物為一系列運送者，本公約規定適用於每次運送。然依據租傭船契約為運送時，則適用本條第 3 項之規定。

第 3 條 公約之解釋

於解釋及適用本公約規定時，應注意本公約之國際性及促進統一之需要。

第二部分 運送人責任

第 4 條 責任期間

1. 於本公約，運送人對於貨物於裝貨港、運送途中及於卸貨港由其控管之全部期間，應負擔責任。

2. For the purpose of paragraph 1 of this Article, the carrier is deemed to be in charge of the goods
- (a) From the time he has taken over the goods from:
- i. The shipper, or a person acting on his behalf; or
 - ii. An authority or other third party to whom, pursuant to law or regulations applicable at the port of loading, the goods must be handed over for shipment;
- (b) Until the time he has delivered the goods:
- i. By handing over the goods to the consignee; or
 - ii. In cases where the consignee does not receive the goods from the carrier, by placing them at the disposal of the consignee in accordance with the contract or with the law or with the usage of the particular trade, applicable at the port of discharge, or
 - iii. By handing over the goods to an authority or other third party to whom, pursuant to law or regulations applicable at the port of discharge, the goods must be handed over.
3. In paragraphs 1 and 2 of this Article, reference to the carrier or to the consignee means, in addition to the carrier or the consignee, the servants or agents, respectively of the carrier or the consignee.
2. 為本條第1項之目的，運送人於下列所述起迄期間視為貨物控管期間：
- (a) 其從以下的人、當局或其他第三人接收貨物之時起：
- i. 託運人或代表其行事之人；或
 - ii. 依據裝貨港所適用之法律或規章，貨物必須交其裝船之當局或其他第三人；
- (b) 其他依下列方式交付貨物之時為止：
- i. 將貨物交付給受貨人；或
 - ii. 受貨人不自運送人處收受貨物時，依照契約或卸貨港所適用之法律或特定商業慣例，將貨物交由受貨人處置；或
 - iii. 將貨物交付給依據卸貨港所適用之法律或規章，貨物必須交付之當局或其他第三人。
3. 於本條第1及第2項，述及運送人或受貨人，除運送人或受貨人外，應並指運送人或受貨人之受雇人或代理人。

Article 5 - Basis of liability

1. The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay took place while the goods were in his charge as defined in Article 4, unless the carrier proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.
2. Delay in delivery occurs when the goods have not been delivered at the port of discharge provided for in the contract of carriage by sea within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent carrier, having regard to the circumstances of the case.
3. The person entitled to make a claim for the loss of goods may treat the goods as lost if they have not been delivered as required by article 4 within 60 consecutive days following the expiry of the time for delivery according to paragraph 2 of this Article.
4.
 - (a) The carrier is liable
 - i. For loss or damage to the goods or delay in delivery caused by fire, if the claimant proves that the fire arose from fault or neglect on the part of the carrier, his servants or agents;
 - ii. For such loss, damage or delay in delivery which is proved by the claimant to have resulted from the fault or neglect of the carrier, his servants or agents, in taking all measures that could reasonably be required to put out the fire and avoid or mitigate its consequences.

第5條 責任之基礎

1. 運送人對於貨物之損失或損壞及延遲交付所致之損害，如導致損失、損壞或延遲之事件係發生於第4條所規定之貨物由其控管之期間，即須負賠償責任，然運送人能證明本人或其受雇人或代理人為避免該事件發生及其後果曾採取所有得合理要求之一切措施者，不在此限。
2. 貨物未於明示約定之期限內，或無此類約定，於考慮實際情況下、可合理要求一謹慎的運送人所遵守之期限內，於海上運送契約所規定之卸貨港交付，即為延遲交付。
3. 有權對貨物損失請求賠償之人，一於貨物未依照第4條要求於本條第2項所規定之交付期限屆滿後連續六十日內交付者，即可視為貨物業已損失。
4.
 - (a) 運送人應負責：
 - i. 因火災而引起之貨物損失或損壞或延遲交付，然請求權人應需證明火災係因運送人、其受雇人或代理人之過失或疏忽所致；
 - ii. 請求權人能證明運送人、其受雇人或代理人於採取可合理要求之一切措施以撲滅火災並防止或減輕其後果方面之過失或疏忽所引起之損失、損壞或延

- (b) In case of fire on board the ship affecting the goods, if the claimant or the carrier so desires, a survey in accordance with shipment practices must be held into the cause and circumstances of the fire, and a copy of the surveyor's report shall be made available on demand to the carrier and the claimant.
5. With respect to live animals, the carrier is not liable for loss, damage or delay in delivery resulting from any special risks inherent in that kind of carriage. If the carrier proves that he has complied with any special instructions given to him by the shipper respecting the animals and that, in the circumstances of the case, the loss, damage or delay in delivery could be attributed to such risks, it is presumed that the loss, damage or delay in delivery was so caused, unless there is proof that all or a part of the loss, damage or delay in delivery resulted from fault or neglect on the part of the carrier, his servants or agents.
6. The carrier is not liable, except in general average, where loss, damage or delay in delivery resulted from measures to save life or from reasonable measures to save property at sea.
7. Where fault or neglect on the part of the carrier, his servants or agents combines with another cause to produce loss, damage or delay in delivery the carrier is liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the carrier proves the amount of the loss, damage or delay in delivery not attributable thereto.
- 遲交付。
- (b) 船上發生火災而影響貨物時，一經請求權人或運送人請求，即須依照海運慣例，針對火災之起因及狀況進行調查，調查報告副本一經要求，應送交運送人及請求權人。
5. 關於活動物，運送人對於此類運送固有之任何特別危險所引起之損失、損壞或延遲交付不負賠償責任。如運送人能證明其已遵行託運人所給予有關動物之任何特別指示，且依照實際情況，損失、毀損或延遲交付係歸因於該危險者，除經證明損失、毀損或延遲交付之全部或一部係因運送人、其受雇人或代理人之過失或疏忽所致者外，應即推定損失、損壞或延遲交付係因該危險所致。
6. 除共同海損分擔外，運送人對於因救助海上人命措施或救助海上財產之合理措施所致之損失、損壞或延遲交付，不負賠償責任。
7. 運送人、其受雇人或代理人之過失或疏忽與另一原因結合而致生損失、損壞或延遲交付者，運送人僅對損失、損壞或延遲交付可歸因於該過失或疏忽之範圍內負賠償之責，然運送人必須證明不可歸因於該過失或疏忽之損失、損壞或延遲交付之範圍。

Article 6 - Limits of liability

- 1.
- (a) The liability of the carrier for loss resulting from loss of or damage to goods according to the provisions of Article 5 is limited to an amount equivalent to 835 units of account per package or other shipping unit or 2.5 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher.
- (b) The liability of the carrier for delay in delivery according to the provisions of Article 5 is limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but no exceeding the total freight payable under the contract of carriage of goods by sea.
- (c) In no case shall the aggregate liability of the carrier, under both subparagraphs (a) and (b) of this paragraph, exceed the limitation which would be established under subparagraph (a) of this paragraph for total loss of the goods with respect to which such liability was incurred.
2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 (a) of this Article, the following rules apply:
- (a) Where a container, pallet or similar Article of transport is used to consolidate goods, the package or other shipping units

第 6 條 責任限度

- 1.
- (a) 運送人依照第 5 條規定對於貨物之滅失或毀損引起的損失所負之賠償責任，僅限於同等於所滅失或毀損之貨物每包或其他貨運單位 835 記帳單位或總重量每公斤 2.5 記帳單位之額度，以較高者為準。
- (b) 運送人依照第 5 條規定對於延遲交付所負之賠償責任，僅限於同等於對延遲貨物所應支付運費二倍半之額度，然不得超過依照海上貨物運送契約所應支付之運費總額。
- (c) 運送人依據本項第(a)及(b)項之賠償責任總額，無論如何均不得超過依據本項(a)項對於貨物全部損失所致生之賠償責任所規定之額度。
2. 為計算依照本條第 1 項 4 款規定何一數額較高之目的，應適用下列規則：
- (a) 使用貨櫃箱、墊板或類似載貨物件併裝貨物時，載貨證券內或未

enumerated in the bill of lading, if issued, or otherwise in any other document evidencing the contract of carriage by sea, as packed in such Article of transport are deemed packages or shipping units. Except as aforesaid the goods in such Article of transport are deemed one shipping unit.

- (b) In cases where the Article of transport itself has been lost or damaged, that Article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.
3. Unit of account means the unit of account mentioned in Article 26.
 4. By agreement between the carrier and the shipper, limits of liability exceeding those provided for in paragraph 1 may be fixed.

Article 7 - Application to non - contractual claims

1. The defences and limits of liability provided for in this Convention apply in any action against the carrier in respect of loss or damage to the goods covered by the contract of carriage by sea, as well as of delay in delivery whether the action is founded in contract, in tort or otherwise.
2. If such action is brought against a servant or agent of the carrier, such servant or agent, if he proves that he acted within the scope of his employment, is entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under this Convention.
3. Except as provided in Article 8, the aggregate of the amounts recoverable from the carrier and from any persons referred to in paragraph 2 of this Article shall not exceed the limits of liability provided for in this Convention.

Article 8 - Loss of right to limit responsibility

1. The carrier is not entitled to the benefit of the limitation of liability provided for in Article 6 if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the carrier done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.
2. Notwithstanding the provisions of paragraph 2 of Article 7, a servant or agent of the carrier is not entitled to the benefit of the limitation of liability provided for in Article 6 if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant or agent, done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

Article 9 - Deck cargo

1. The carrier is entitled to carry the goods on deck only if such carriage is in accordance with an agreement with the shipper or with the usage of the particular trade or is required by statutory

發給載貨證券作為海上運送契約證明之任何其他文件內列明包裝者，該載貨物件內之包裝或其他貨運單位視為包裝或貨運單位。除上述情況外，該載貨物件內之貨物視為單一貨運單位。

- (b) 於載貨物件本身滅失或毀損時，如該載貨物件並非運送人所有或提供，則視為一單獨貨運單位。

3. 記帳單位係指第 26 條所規定之記帳單位。
4. 運送人及託運人得協議訂定超過第 1 項所規定之責任限額。

第 7 條 非基於契約請求權之適用

1. 本公約所規定之抗辯事由及責任限制應適用於因海上運送契約所涵蓋之貨物滅失或毀損及延遲交付而對運送人所提起之任何訴訟，不論該訴訟係依據契約、侵權行為或其他法律基礎。
2. 對運送人之受雇人或代理人提出是類訴訟時，該受雇人或代理人如能證明其係在其雇傭範圍內行事者，其則有權主張運送人依據本公約有權主張之抗辯事由及責任限制。
3. 除第 8 條規定之情況外，得向運送人及本條第 2 項所述任何人取得賠償之總額，不得超過本公約所規定之責任限額。

第 8 條 限制責任權利之喪失

1. 如經證明滅失、毀損或延遲交付是因運送人故意造成該滅失、毀損或遲延，或為運送人明知可能造成該滅失、毀損或延遲之行為或不行為所致，則運送人無權主張第 6 條所規定之責任限制之利益。
2. 不論第 7 條第 2 項規定為何，如經證明滅失、毀損或延遲交付係因運送人之受雇人或代理人有意造成該滅失、毀損或延遲之行為或不行為所致，或為其明知可能造成該滅失、毀損或延遲之行為或不行為所致，則該受雇人或代理人無權主張第 6 條所規定之責任限制之利益。

第 9 條 甲板貨物

1. 運送人僅依照其與託運人之協議或特定商業慣例，或依據法定規章要求，始有權將貨物裝載於甲板上。

rules or regulations.

2. If the carrier and the shipper have agreed that the goods shall or may be carried on deck, the carrier must insert in the bill of lading or other document evidencing the contract of carriage by sea a statement to that effect. In the absence of such statement the carrier has the burden of proving that an agreement for carriage on deck has been entered into; however, the carrier is not entitled to invoke such an agreement against a third party, including a consignee, who has acquired the bill of lading in good faith.
 3. Where the goods have been carried on deck contrary to the provisions of paragraph 1 of this Article or where the carrier may not under paragraph 2 of this Article invoke an agreement for carriage on deck, the carrier, notwithstanding the provisions of paragraph 1 of article 5, is liable for loss of or damage to the goods, as well as for delay in delivery, resulting solely from the carriage on deck, and the extent of his liability is to be determined in accordance with the provisions of Article 6 or Article 8 of this Convention, as the case may be.
 4. Carriage of goods on deck contrary to express agreement for carriage under deck is deemed to be an act or omission of the carrier within the meaning of Article 8.
2. 如運送人與託運人約定貨物應或可裝載於甲板上，運送人必須於載貨證券或作為海上運送契約證明之其他文件上記載該聲明。如無該聲明，運送人應負擔證明已就貨物可裝載於甲板上已取得協議之責任；然運送人無權主張該協議藉以對抗善意取得載貨證券之第三人，包括受貨人。
 3. 違反本條第1項規定將貨物裝載於甲板者，或運送人依照本條第2項不得主張貨物裝載於甲板上之協議時，無論第5條第1項規定為何，運送人仍須針對完全因裝載於甲板所導致之貨物減失或毀損以及延遲交付負賠償責任，其責任限度視情況分別依照本公約第6或第8條規定決定之。
 4. 違反將貨物裝載在貨艙內之明確協議而將貨物裝載於甲板上者，視為第8條意義範圍內之運送人的行為或不行為。

Article 10 - Liability of the carrier and actual carrier

1. Where the performance of the carriage or part thereof has been entrusted to an actual carrier, whether or not in pursuance of a liberty under the contract of carriage by sea to do so, the carrier nevertheless remains responsible for the entire carriage according to the provisions of this Convention. The carrier is responsible, in relation to the carriage performed by the actual carrier, for the acts and omissions of the actual carrier and of his servants and agents acting within the scope of their employment.
2. All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him. The provisions of paragraphs 2 and 3 of Article 7 and of paragraph 2 of Article 8 apply if an action is brought against a servant or agent of the actual carrier.
3. Any special agreement under which the carrier assumes obligations not imposed by this Convention or waives rights conferred by this Convention affects the actual carrier only if agreed to by him expressly and in writing. Whether or not the actual carrier has so agreed, the carrier nevertheless remains bound by the obligations or waivers resulting from such special agreement.
4. Where and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several.
5. The aggregate of the amounts recoverable from the carrier, the actual carrier and their servants and agents shall not exceed the limits of liability provided for in this Convention.
6. Nothing in this Article shall prejudice any right of recourse as between the carrier and the actual carrier.

第 10 條 運送人及實際運送人之責任

1. 運送人將運送或其一部分委託實際運送人執行時，不論依據海上運送契約是否有此自由，運送人仍須依照本公約之規定對全部運送負責。有關實際運送人所執行之運送，運送人須對實際運送人及其受雇人及代理人於雇用範圍內之行為或不行為負擔責任。
2. 本公約有關運送人責任之一切規定亦適用於實際運送人對其所執行運送所應負之責任。如對實際運送人之受雇人或代理人為起訴時，應適用第7條第2及3項及第8條第2項之規定。
3. 運送人無須承擔本公約所未課加之義務或放棄本公約所賦予權利之任何特別協議，且非經實際運送人書面明示同意，對其不生影響。無論實際運送人是否有如此同意，運送人仍受因該特別協議所生義務或權利放棄之拘束。
4. 於運送人及實際運送人均負擔責任時，於該責任限度內，其應負連帶責任。
5. 向運送人、實際運送人及其受雇人及代理人可得賠償之總額，不得超過本公約所規定之責任額度。
6. 本條規定不妨礙運送人及實際運送人間之任何追償權利。

Article 11 - Through carriage

1. Notwithstanding the provisions of paragraph 1 of Article 10, where a contract of carriage by sea provides explicitly that a specified part of the carriage covered by the said contract is to be performed by a named person other than the carrier, the contract may also provide that the carrier is not liable for loss, damage or delay in delivery caused by an occurrence which takes place while the goods are in the charge of the actual carrier during such part of the carriage. Nevertheless, any stipulation limiting or excluding such liability is without effect if no judicial proceedings can be instituted against the actual carrier in a court competent under paragraph 1 or 2 of article 21. The burden of proving that any loss, damage or delay in delivery has been caused by such an occurrence rests upon the carrier.
2. The actual carrier is responsible in accordance with the provisions of paragraph 2 of Article 10 for loss, damage or delay in delivery caused by an occurrence which takes place while the goods are in his charge.

PART III - LIABILITY OF THE SHIPPER

Article 12 - General rule

The shipper is not liable for loss sustained by the carrier or the actual carrier, or for damage sustained by the ship, unless such loss or damage was caused by the fault or neglect of the shipper, his servants or agents. Nor is any servant or agent of the shipper liable for such loss or damage unless the loss or damage was caused by fault or neglect on his part.

Article 13 - Special rules on dangerous goods

1. The shipper must mark or label in a suitable manner dangerous goods as dangerous.
2. Where the shipper hands over dangerous goods to the carrier or an actual carrier, as the case may be, the shipper must inform him of the dangerous character of the goods and, if necessary, of the precautions to be taken. If the shipper fails to do so and such carrier or actual carrier does not otherwise have knowledge of their dangerous character:
 - (a) The shipper is liable to the carrier and any actual carrier for the loss resulting from the shipment of such goods, and
 - (b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.
3. The provisions of paragraph 2 of this Article may not be invoked by any person if during the carriage he has taken the goods in his charge with knowledge of their dangerous character.
4. If, in cases where the provisions of paragraph 2, subparagraph (b), of this Article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the

第 11 條 聯運運送

1. 不論第 10 條第 1 項規定為何，海上運送契約明確約定該契約所涵蓋運送的某一特定部分由運送人以外某指定之人執行時，該契約可同時約定，就該部分之運送過程中貨物於實際運送人控管期間發生事故所致之滅失、毀損或延遲交付，運送人不負責任。然如未能於依據第 21 條第 1 或 2 項具有管轄權之法院對該實際運送人提起司法訴訟，該限制或免除該責任之規定概屬無效。任何滅失、毀損或延遲交付係由該事故所致責任之舉證責任，由運送人負擔之。
2. 實際運送人須依照第 10 條第 2 項規定，針對貨物於其控管期間發生事故所致滅失、毀損或延遲交付負擔責任。

第三部分 託運人責任

第 12 條 通則

託運人對運送人或實際運送人所遭受之損失或船舶所遭受之損害不負賠償責任，然該損失或損害係因運送人、其受雇人或代理人之過失或疏忽所致者除外。託運人之受雇人或代理人對該損失或損害亦不負賠償責任，然該損失或損害係因其自身之過失或疏忽所致者除外。

第 13 條 危險貨品之特別規則

1. 託運人對於危險貨物應以適當方式附加危險標記或標籤。
2. 託運人將危險貨物交給運送人或實際運送人時，必須告知貨物之危險特性，必要時並應告知所應採取之預防措施，如託運人未如此為之，且運送人或實際運送人又無法從其他方面得知該貨物之危險特性時：
 - (a) 託運人對運送人及任何實際運送人因運送該貨物所致之損失負賠償責任，及
 - (b) 對該貨物，可視情需要，隨時予以起卸、銷毀，或使之無害，而無須予以任何賠償。
3. 任何人如於運送期間得知貨物之危險特性且予以接管，即不得主張本條第 2 項之規定。
4. 如本條第 2 項 b 款規定不適用或無法主張，而危險貨物對生命或財產構成實際危險時，可視情需要，將貨物予以起卸、銷毀或使之無害，而

circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the carrier is liable in accordance with the provisions of Article 5.

PART IV - TRANSPORT DOCUMENTS

Article 14 - Issue of bill of lading

1. When the carrier or the actual carrier takes the goods in his charge, the carrier must, on demand of the shipper, issue to the shipper a bill of lading.
2. The bill of lading may be signed by a person having authority from the carrier. A bill of lading signed by the master of the ship carrying the goods is deemed to have been signed on behalf of the carrier.
3. The signature on the bill of lading may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if no inconsistent with the law of the country where the bill of lading is issued.

Article 15 - Contents of bill of lading

1. The bill of lading must include, inter alia, the following particulars:
 - (a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the shipper;
 - (b) the apparent condition of the goods;
 - (c) the name and principal place of business of the carrier;
 - (d) the name of the shipper;
 - (e) the consignee if named by the shipper;
 - (f) the port of loading under the contract of carriage by sea and the date on which the goods were taken over by the carrier at the port of loading;
 - (g) the port of discharge under the contract of carriage by sea;
 - (h) the number of originals of the bill of lading, if more than one;
 - (i) the place of issuance of the bill of lading;
 - (j) the signature of the carrier or a person acting on his behalf;
 - (k) the freight to the extent payable by the consignee or other indication that freight is payable by him;
 - (l) the statement referred to in paragraph 3 of Article 23;
 - (m) the statement, if applicable, that the goods shall or may be carried on deck;
 - (n) the date or the period of delivery of the goods at the port of discharge if expressly agreed upon between the parties; and
 - (o) any increased limit or limits of liability where agreed in accordance with paragraph 4 of Article 6.

無須予以任何賠償，然如存在共同海損分擔義務或運送人依照第5條規定負有賠償責任者除外。

第四部分 運輸文件

第 14 條 載貨證券之簽發

1. 運送人或實際運送人收受貨物時，運送人應託運人之請求，應向託運人發給載貨證券。
2. 載貨證券得由經運送人授權之人簽名。由運送貨物船舶之船長簽名之載貨證券視為代表運送人簽名。
3. 載貨證券上之簽名可使用手寫、影印、打孔、印章、代號等方式或以任何其他機械或電子方法為之，然須不抵觸載貨證券發給地國家之法律。

第 15 條 載貨證券內容

1. 載貨證券除其他事項外應載明下列各項：
 - (a) 貨物之一般性質、辨認貨物所需之主要標記、於適用時有關貨物危險特性之清楚聲明、包裝數量或件數，及貨物之重量或以其他方法表明之數量等託運人所提供之所有細目；
 - (b) 貨物之外表情狀；
 - (c) 運送人姓名及主要營業所；
 - (d) 託運人姓名；
 - (e) 託運人指定受貨人時之受貨人；
 - (f) 海上運送契約所約定之裝貨港及運送人於裝貨港之貨物收受日期；
 - (g) 海上運送契約約定之卸貨港；
 - (h) 載貨證券正本如超過一份，應載明份數；
 - (i) 載貨證券發給地；
 - (j) 運送人或運送人之代表人之簽名；
 - (k) 受貨人應付之運費金額或由受貨人支付運費之其他指示；
 - (l) 第 23 條第 3 項所規定之聲明；
 - (m) 於適用時貨物應或可裝載於甲板之運送聲明；
 - (n) 運送雙方如清楚約定於卸貨港交付貨物之日期或期間者，應載明該日期或期間；
 - (o) 如依照第 6 條第 4 項有約定任何更高的責任限額者，則應列明該限額。

2. After the goods have been loaded on board, if the shipper so demands, the carrier must issue to the shipper a "shipped" bill of lading which, in addition to the particulars required under paragraph 1 of this Article, must state that the goods are on board a named ship or ships, and the date or dates of loading. If the carrier has previously issued to the shipper a bill of lading or other document of title with respect to any of such goods, on request of the carrier, the shipper must surrender such document in exchange for a "shipped" bill of lading. The carrier may amend any previously issued document in order to meet the shipper's demand for a "shipped" bill of lading if, as amended, such document includes all the information required to be contained in a "shipped" bill of lading.
 3. The absence in the bill of lading of one or more particulars referred to in this Article does not affect the legal character of the document as a bill of lading provided that it nevertheless meets the requirements set out in paragraph 7 of Article 1.
2. 貨物裝載上船後，應託運人請求，運送人必須向託運人發給「裝船」載貨證券，該載貨證券除記載依據本條第1項所需記載之項目外，如運送人先前已向託運人發給證券者，並應註記貨物已裝上所指定之船舶及裝載日期。有關貨物載貨證券或其他所有權文件，託運人經運送人請求，必須將該文件繳還，以換取「裝船」載貨證券。運送人為滿足託運人發給「裝船」載貨證券之要求，可將先前發給之任何文件加以修改，但修改後之文件必須註記「裝船」載貨證券所須記載之全部資料。
 3. 載貨證券如漏載本條所述項目之一項或多項，不影響此項文件作為載貨證券之合法性，然仍須符合第一條第7項所載列之要件。

Article 16 - Bills of lading: reservations and evidentiary effect

第 16 條 載貨證券：保留作為證據之效力

1. If the bill of lading contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods which the carrier or other person issuing the bill of lading on his behalf knows or has reasonable grounds to suspect do not accurately represent the goods actually taken over or, where a "shipped" bill of lading is issued, loaded, or if he had no reasonable means of checking such particulars, the carrier or such other person must insert in the bill of lading a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking.
 2. If the carrier or other person issuing the bill of lading on his behalf fails to note on the bill of lading the apparent condition of the goods, he is deemed to have noted on the bill of lading that the goods were in apparent good condition.
 3. Except for particulars in respect of which and to the extent to which a reservation permitted under paragraph 1 of this Article has been entered:
 - (a) The bill of lading is prima facie evidence of the taking over or, where a "shipped" bill of lading is issued, loading, by the carrier of the goods as described in the bill of lading; and
 - (b) Proof to the contrary by the carrier is not admissible if the bill of lading has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the description of the goods therein.
 4. A bill of lading which does not, as provided in paragraph 1, subparagraph (h) of Article 15, set forth the freight or otherwise indicate that freight is payable by the consignee or does not set forth demurrage incurred at the port of loading payable by the consignee, is prima facie evidence that no freight or such demurrage is payable by him. However, proof to the contrary by the carrier is not admissible when the bill of lading has been transferred to a third party, including a consignee, who in good
1. 如運送人或代表運送人簽發載貨證券之其他人知悉或有適當理由懷疑載貨證券所載有關貨物之一般性質、主要標誌、包裝數量或件數、重量或數量之細目與實際收受之貨物有所不符，或於簽發「裝船」載貨證券之情況下，與實際裝載之貨物有所不符，或缺乏適當方法以核對該細目，運送人或該其他人必須於載貨證券內記載一保留，詳細說明該不正確情況、受懷疑之理由，或欠缺適當核對方法之情況。
 2. 運送人或代表運送人簽發載貨證券之其他人未於載貨證券上載明貨物之外表情況者，視為其於載貨證券上所載明之貨物外表狀況良好。
 3. 除已對其提出本條第1項所准許之保留細目及依該項所保留之範圍外：
 - (a) 載貨證券為運送人收受載貨證券所載貨物之表面證據，於簽發「裝船」載貨證券者，則為運送人裝載載貨證券所載貨物之表面證據；及
 - (b) 如載貨證券已轉讓給善意信賴該載貨證券所載之貨物敘述者，運送人所提出與此相反之證據不應被採納。
 4. 未按第15條第1項4款規定載明運費或以其他方式指示運費由受貨人支付，亦未載明於裝貨港發生之言滯費由受貨人支付之載貨證券，為受貨人無需支付運費或延滯費之表面證據。然如載貨證券已轉讓給善意信賴載貨證券上未記載任何該指示而行事之第三人時，包括受貨

faith has acted in reliance on the absence in the bill of lading of any such indication.

Article 17 - Guarantees by the shipper

1. The shipper is deemed to have guaranteed to the carrier the accuracy of particulars relating to the general nature of the goods, their marks, number, weight and quantity as furnished by him for insertion in the bill of lading. The shipper must indemnify the carrier against the loss resulting from inaccuracies in such particulars. The shipper remains liable even if the bill of lading has been transferred by him. The right of the carrier to such indemnity in no way limits his liability under the contract of carriage by sea to any person other than the shipper.
2. Any letter of guarantee or agreement by which the shipper undertakes to indemnify the carrier against loss resulting from the issuance of the bill of lading by the carrier, or by a person acting on his behalf, without entering a reservation relating to particulars furnished by the shipper for insertion in the bill of lading, or to the apparent condition of the goods, is void and of no effect as against any third party, including a consignee, to whom the bill of lading has been transferred.
3. Such letter of guarantee or agreement is valid as against the shipper unless the carrier or the person acting on his behalf, by omitting the reservation referred to in paragraph 2 of this Article, intends to defraud a third party, including a consignee, who acts in reliance on the description of the goods in the bill of lading. In the latter case, if the reservation omitted relates to particulars furnished by the shipper for insertion in the bill of lading, the carrier has no right of indemnity from the shipper pursuant to paragraph 1 of this Article.
4. In the case of intended fraud referred to in paragraph 3 of this article the carrier is liable, without the benefit of the limitation of liability provided for in this Convention, for the loss incurred by a third party, including a consignee, because he has acted in reliance on the description of the goods in the bill of lading.

Article 18 - Documents other than bills of lading

Where a carrier issues a document other than a bill of lading to evidence the receipt of the goods to be carried, such a document is prima facie evidence of the conclusion of the contract of carriage by sea and the taking over by the carrier of the goods as therein described.

PART V - CLAIMS AND ACTIONS

Article 19 - Notice of loss, damage or delay

1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the carrier not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the carrier of the goods

人，則運送人所提出與之相反之證據不應被採納。

第 17 條 託運人之擔保

1. 託運人應視為已向運送人保證其所提供記入載貨證券上有關貨物之一般性質、標誌、件數、重量及數量之資料細目係屬正確無誤。託運人應賠償運送人因該資料不正確所引起之損失。即使載貨證券業已轉讓，託運人仍須負賠償責任。運送人取得此項賠償之權利，並不能降低其依據海上運送契約對託運人以外之任何人所應負之賠償責任。
2. 託運人同意承擔賠償運送人因運送人或代表其行事之人未就託運人所提供列入載貨證券之資料細目或貨物外表情狀提出保留而簽發載貨證券所致生損失之任何保證書或協議，對於受讓載貨證券之任何第三方，包括受貨人，不生效力。
3. 如運送人或代表其行事之人刪除本條第 2 項所規定之保留，其意圖係為欺騙信賴載貨證券有關貨物說明而行事之第三人，包括受貨人，則該保證書或協議對託運人仍具效力。於後述情形，如所刪除之保留，涉及託運人所提出供列入載貨證券之資料細目，運送人即無權依本條第 1 項要求託運人給予賠償。
4. 於本條第 3 項所稱意圖欺騙之情況下，運送人不得享有本公約所規定之責任限制之利益，而須對第三人，包括受貨人，因信賴載貨證券有關貨物說明而行事所遭受之損失，負賠償責任。

第 18 條 載貨證券以外之文件

運送人簽發載貨證券以外文件作為收受待運貨物之證明時，該文件為訂立海上運送契約及運送人接收其中所說明貨物之表面證據。

第五部分 請求及訴訟

第 19 條 損失、損壞或延遲之通知

1. 除受貨人至遲於貨物移交給受貨人之日後第一個工作日給予運送人有關滅失或毀損之書面通知，詳細說明該滅失或毀損之一般性質，該貨物移交應為運送人已交付運輸文件

as described in the document of transport or, if no such document has been issued, in good condition.

2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this Article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the consignee.
3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.
4. In the case of any actual or apprehended loss or damage the carrier and the consignee must give all reasonable facilities to each other for inspecting and tallying the goods.
5. No compensation shall be payable for loss resulting from delay in delivery unless a notice has been given in writing to the carrier within 60 consecutive days after the day when the goods were handed over to the consignee.
6. If the goods have been delivered by an actual carrier, any notice given under this Article to him shall have the same effect as if it had been given to the carrier, and any notice given to the carrier shall have effect as if given to such actual carrier.
7. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the carrier or actual carrier to the shipper not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods in accordance with paragraph 2 of Article 4, whichever is later, the failure to give such notice is prima facie evidence that the carrier or the actual carrier has sustained no loss or damage due to the fault or neglect of the shipper, his servants or agents.
8. For the purpose of this Article, notice given to a person acting on the carrier's or the actual carriers' behalf, including the master or the officer in charge of the ship, or to a person acting on the shipper's behalf is deemed to have been given to the carrier, to the actual carrier or to the shipper, respectively.

Article 20 - Limitation of actions

1. Any action relating to carriage of goods under this Convention is time-barred if judicial or arbitral proceedings have not been instituted within a period of two years.
2. The limitation period commences on the day on which the carrier has delivered the goods or part thereof or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered.
3. The day on which the limitation period commences is not included in the period.
4. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration in writing to the claimant. This period may be further extended by another declaration or declarations.
5. An action for indemnity by a person held liable may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by

所載貨物，或於未簽發該類文件時，已完好無損地交付貨物之表面證據。

2. 於滅失或毀損不顯著之情況下，如於貨物移交給受貨人之日後連續十五日內未為書面通知者，本條第 1 項規定應予以同樣適用。
3. 如貨物狀況曾於移交給受貨人時，由當事各方進行聯合公證或檢驗，則無需就進行該公證或檢驗時所查明之滅失或毀損給予書面通知。
4. 於發生任何實際滅失或毀損或擔心發生任何滅失或毀損時，運送人及受貨人必須給予彼此間公證及清點貨物之一切合理便利。
5. 對於延遲交付所致生之損失，除貨物交付給受貨人之日起連續六十日內給予運送人書面通知外，否則無須給付賠償。
6. 貨物係由實際運送人交付，依據本條給予該實際運送人之任何通知與給予運送人通知具有同等效力，同時，給予運送人之任何通知亦與給予該實際運送人具有同等效力。
7. 除運送人或實際運送人最晚於滅失或毀損發生後連續九十日內或依照第 4 條第 2 項交付貨物後連續九十日內，以較後日期為準，給予託運人損失或損害之書面通知，詳細說明該損失或損害之一般性質，否則未給予該通知即為運送人或實際運送人並無託運人或其受雇人或代理人之過失或疏忽而遭受任何損失或損害之表面證據。
8. 為本條目的，給予代表運送人或實際運送人行事之人、包括船長或船副，或給予代表託運人行事之人之通知，應視為已分別給予運送人、實際運送人或託運人為是項通知。

第 20 條 訴訟時效

1. 本公約運送貨物之任何訴訟如未於兩年期間內提起司法或仲裁程序，即罹於時效。
2. 時效期間於運送人交付貨物或部分貨物之日起算，如貨物未交付，則自貨物應交付之最後一日起算。
3. 時效期間開始之日不算入該期間。
4. 被請求賠償之人可於時效期間進行中隨時向請求權人提出書面聲明將該期間予以延長。此期間並可再行一次或多次聲明予以延長。
5. 於上列各項規定之訴訟期間屆滿後，仍可對被認定負有賠償責任之人提出追償訴訟，然此項訴訟必須

the law of the State where proceedings are instituted. However, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself.

Article 21 - Jurisdiction

1. In judicial proceedings relating to carriage of goods under this Convention the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction of which is situated one of the following places:
 - (a) The principal place of business or, in the absence thereof, the habitual residence of the defendant; or
 - (b) The place where the contract was made provided that the defendant has there a place of business, branch or agency through which the contract was made; or
 - (c) The port of loading or the port of discharge; or
 - (d) Any additional place designated for that purpose in the contract of carriage by sea.
2.
 - (a) Notwithstanding the preceding provisions of this Article, an action may be instituted in the courts of any port or place in a Contracting State at which the carrying vessel or any other vessel of the same ownership may have been arrested in accordance with applicable rules of the law of that State and of international law. However, in such a case, at the petition of the defendant, the claimant must remove the action, at his choice, to one of the jurisdictions referred to in paragraph 1 of this Article for the determination of the claim, but before such removal the defendant must furnish security sufficient to ensure payment of any judgement that may subsequently be awarded to the claimant in the action.
 - (b) All questions relating to the sufficiency or otherwise of the security shall be determined by the court of the port or place of the arrest.
3. No judicial proceedings relating to carriage of goods under this Convention may be instituted in a place not specified in paragraph 1 or 2 of this Article. The provisions of this paragraph do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.
4.
 - (a) Where an action has been instituted in a court competent under paragraph 1 or 2 of this Article or where judgement has been delivered by such a court, no new action may be started between the same parties on the same grounds unless the judgement of the court before which the first action instituted is not enforceable in the country in which the new proceedings are instituted.
 - (b) For the purpose of this Article the institution of measures with a view to obtaining enforcement of a judgement is not to be considered as the starting of a new action;
 - (c) For the purpose of this Article, the removal of an action to a different court within the same country, or to a court in

在提起訴訟地國家法律准許之期限內提起。所准許之限期不得少於九十日，自提起此項追償訴訟之人已解決求償請求或對其本人所提訴訟之傳票送達之日起算。

第 21 條 管轄

1. 有關依照本公約運送貨物司法程序之進行，原告可自由選擇於依照法院所在地國家法律具有管轄權、下列地點之一並在其管轄區域內之法院提起訴訟：
 - (a) 被告主要營業所，或無主要營業所時，其慣居地；或
 - (b) 訂立契約地，然須被告於該地設有事務所、分公司或代理處，而該契約係透過後者而訂立者；或
 - (c) 裝貨港或卸貨港；或
 - (d) 海上運送契約為此目的而指定之任何另外地點。
2.
 - (a) 無論本條上列規定為何，仍得於締約國內運送船舶或同一船舶所有人之任何其他船舶被依照該國所適用之法律規定或可適用之國際法規則予以假扣押之任何港口或地點之法院提起訴訟。然於此情況下，一經被告聲請，求償權人應將訴訟移往他選擇之本條第 1 項所規定之管轄法院之一為求償之判定，然於轉移訴訟前，被告必須提供足夠保證金，以擔保訴訟中日後可能判給求償權人之任何金額之給付。
 - (b) 有關保證金是否足夠等一切問題應由假扣押港口或地點之法院裁定之。
3. 有關依照本公約貨物運送之司法訴訟不得於本條第 1 或 2 項所未明確規定之地點提起。本項規定不妨礙締約國對臨時或保護措施之管轄權。
4.
 - (a) 如已在依本條第 1 項及 2 項規定有管轄權之法院提起訴訟，或此法院業已為判決，當事雙方即不得基於同一理由提起新訴訟，然受理首次訴訟法院之判決於提起新訴訟地國家內無法執行者不在此限。
 - (b) 為本條目的，為取得執行名義所採取之措施，不視為提起新訴訟；
 - (c) 為本條目的，依照本條第 2 項 a 款將訴訟移往同一國家之另一法

another country, in accordance with paragraph 2 (a) of this Article, is not to be considered as the starting of a new action.

5. Notwithstanding the provisions of the preceding paragraphs, an agreement made by the parties, after a claim under the contract of carriage by sea has arisen, which designates the place where the claimant may institute an action, is effective.

Article 22 - Arbitration

1. Subject to the provisions of this Article, parties may provide by agreement evidenced in writing that any dispute that may arise relating to carriage of goods under this Convention shall be referred to arbitration.
2. Where a charter-party contains a provision that disputes arising thereunder shall be referred to arbitration and a bill of lading issued pursuant to the charterparty does not contain a special annotation providing that such provision shall be binding upon the holder of the bill of lading, the carrier may not invoke such provision as against a holder having acquired the bill of lading in good faith.
3. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:
 - (a) A place in a State within whose territory is situated:
 - (i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or
 - (ii) The place where the contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or
 - (iii) The port of loading or the port of discharge; or
 - (b) Any place designated for that purpose in the arbitration clause or agreement.
4. The arbitrator or arbitration tribunal shall apply the rules of this Convention.
5. The provisions of paragraph 3 and 4 of this Article are deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith is null and void.
6. Nothing in this Article affects the validity of an agreement relating to arbitration made by the parties after the claim under the contract of carriage by sea has arisen.

PART VI - SUPPLEMENTARY PROVISIONS

Article 23 - Contractual stipulations

1. Any stipulation in a contract of carriage by sea, in a bill of lading, or in any other document evidencing the contract of carriage by sea is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of the goods in favour of the carrier, or any similar clause, is null and void.
2. Notwithstanding the provisions of paragraph 1 of this Article, a

院或移往另一國家之法院，不視為提起新訴訟。

5. 無論上列規定為何，於海上運送契約之請求權發生後，當事人所訂立，指定請求權人可提起訴訟地點之協定應屬有效。

第 22 條 仲裁

1. 於適用本條規定之情況下，當事人得經由具書面證明之協議，約定依照本公約運送貨物可能發生之任何爭端應提交仲裁。
2. 如租傭船契約，載有因該契約所致爭議應提交仲裁之規定，而依據租傭船契約簽發之載貨證券，並未載明規定該規定對載貨證券持有人具有約束力之特別註記時，運送人不得對善意取得載貨證券之持有人主張該規定。
3. 仲裁程序應由請求權人自由選擇於下列地點之一進行之：
 - (a) 一國之某一地點，下列處所或港口設在或位於該國領域內：
 - (i) 被告主要營業所，或於無主要營業所時，其慣居地；或
 - (ii) 訂立契約地，然須被告於該地設有營業所、分公司或代理處，而該契約係透過後者訂立者；或
 - (iii) 裝貨港或卸貨港；或
 - (b) 仲裁協議或協定為此目的而指定之任何地點。
4. 仲裁人或仲裁庭應適用本公約之規則。
5. 本條第 3 及 4 項之規定視為仲裁協議或協定之一部分，該協議或協定與此二項不符之任何規定一概無效。
6. 本條各項規定不影響於海上運送契約下之請求權發生後當事人所訂立之仲裁協議之效力。

第六部分 補充規定

第 23 條 契約條款

1. 海上運送契約、載貨證券或作為海上運送契約證明之任何其他文件所載之任何約定，直接或間接減損本公約規定，就其違反之範圍，概屬無效。該約定無效不影響契約或由契約構成其一部分之文件之其他約定之效力。將貨物之保險利益讓與運送人之約定，或任何類似條款，概屬無效。
2. 無論本條第 1 項規定為何，運送人

carrier may increase his responsibilities and obligations under this Convention.

3. Where a bill of lading or any other document evidencing the contract of carriage by sea is issued, it must contain a statement that the carriage is subject to the provisions of this Convention which nullify any stipulation derogating therefrom to the detriment of the shipper or the consignee.
4. Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present Article, or as a result of the omission of the statement referred to in paragraph 3 of this Article, the carrier must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Convention for any loss of or damage to the goods as well as for delay in delivery. The carrier must, in addition pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted.

Article 24 - General average

1. Nothing in this Convention shall prevent the application of provisions in the contract of carriage by sea or national law regarding the adjustment of general average.
2. With the exception of Article 20, the provisions of this Convention relating to the liability of the carrier for loss of or damage to the goods also determine whether the consignee may refuse contribution in general average and the liability of the carrier to indemnify the consignee in respect of any such contribution made or any salvage paid.

Article 25 - Other conventions

1. This Convention does not modify the rights or duties of the carrier, the actual carrier and their servants and agents, provided for in international conventions or national law relating to the limitation of liability of owners of seagoing ships.
2. The provisions of Articles 21 and 22 of this Convention do not prevent the application of the mandatory provisions of any other multilateral convention already in force at the date of this Convention relating to matters dealt with in the said Articles, provided that the dispute arises exclusively between parties having their principal place of business in States members of such other convention. However, this paragraph does not affect the application of paragraph 4 of Article 22 of this Convention.
3. No liability shall arise under the provisions of this Convention for damage caused by a nuclear incident if the operator of a nuclear installation is liable for such damage:
 - (a) Under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by the Additional Protocol of 28 January 1964 or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or

仍可提高其於本公約下之責任及義務。

3. 簽發載貨證券或作為海上運送契約證明之任何其他文件，必須於其中載入一項聲明，說明該運送須遵守本公約規定，該約定能使對減損而有害於託運人或受貨人之任何契約約定因此不具效力。
4. 貨損請求權人因本條規定而使某項契約規定成為無效或因漏載本條第3項所載聲明而遭受損失時，運送人必須於依照本公約規定對任何貨物之減失或毀損以及延遲交付給予請求權人賠償所需要限度內給付賠償。此外，運送人並須對請求權人為行使其權利所產生之費用為給付賠償，然在主張上項規定之訴訟中所產生之費用，應依照提起訴訟地國家之法律定之。

第 24 條 共同海損

1. 本公約各項規定不應妨礙海上運送契約或國內法有關共同海損理算規定之適用。
2. 除第 20 條外，本公約有關運送人對於貨物減失或毀損賠償責任之規定，應同樣決定受貨人是否可拒絕分擔共同海損，及運送人對受貨人繳付之任何此種分擔額或支付之任何救難費用所應負之賠償責任。

第 25 條 其他契約

1. 本公約不變更海船所有人責任限制之國際公約或國內法所規定之運送人、實際運送人及其受雇人及代理人之權利及義務。
2. 如爭議當事人之主要營業所設於其他公約之締約國內，本公約第 21 及第 22 條規定不應妨礙於本公約締結生效日前有關該二條文依任何其他多邊公約強制性規定所處理之事項。然本項規定不影響本公約第 22 條第 4 項之適用。
3. 關於核子事件所造成之損害，如核子裝置操作人依據下列公約或國內法負有賠償責任時，不生本公約規定之賠償責任：
 - (a) 經 1964 年 1 月 28 日修正議定書所修正之 1960 年 7 月 29 日關於核能方面對第三人賠償責任之巴黎公約或 1963 年 5 月 21 日關於核子損害之民事賠償責任之維也

- (b) By virtue of national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or Vienna Conventions.
4. No liability that arise under the provisions of this Convention for any loss of or damage to or delay in delivery of luggage for which the carrier is responsible under any international convention or national law relating to the carriage of passengers and their luggage by sea.
5. Nothing contained in this Convention prevents a Contracting State from applying any other international convention which is already in force at the date of this Convention and which applies mandatorily to contracts of carriage of goods primarily by a mode of transport other than transport by sea. This provision also applies to any subsequent revision or amendment of such international convention.

Article 26 - Unit of account

1. The unit of account referred to in Article 6 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 6 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State which is a member of the International Monetary Fund is to 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 a national currency in terms of the Special Drawing Right of a Contracting State which is not a member of the International Monetary Fund is to be calculated in a manner determined by that State.
2. Nevertheless, those States which are not members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of signature, or at the time of ratification, acceptance, approval or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in their territories shall be fixed as: 12,500 monetary units per package or other shipping unit or 37.5 monetary units per kilogram of gross weight of the goods.
3. The monetary unit referred to in paragraph 2 of this Article corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the amounts referred to in paragraph 2 into the national currency is to be made according to the law of the State concerned.
4. The calculation mentioned in the last sentence of paragraph 1 and the conversion mentioned in paragraph 3 of this Article is to be made in such a manner as to express in the national currency of the Contracting State as far as possible the same real value for the amounts in Article 6 as is expressed there in units of account. Contracting States must communicate to the depositary the manner of calculation pursuant to paragraph 1 of this Article, or the result of the conversion mentioned in paragraph 3 of this Article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval

納公約或

- (b) 規定對該損害之賠償責任之國內法，然該法律須在各方面均與巴黎公約或維也納公約同樣有利於可能遭受損害之人為限。
4. 對於運送人依據有關海上運送旅客及其行李之國際公約或國內法應負責任之任何行李之滅失、毀損或延遲交付，不生本公約所規定之賠償責任。
5. 本公約各項規定不妨礙締約國適用於本公約締結生效日前，主要以海上運輸以外之他種運輸方式運送貨物契約適用該已生效之任何其他國際公約之強制適用規定。本規定對該國際公約後來之任何訂正或修正亦適用之。

第 26 條 記帳單位

1. 本公約第 6 條所述之記帳單位為國際貨幣基金組織所規定之特別提款權。第 6 條所述之數額應依該國貨幣於宣告判決日或於當事人所議定日期之價值換算為該國國家貨幣。為國際貨幣基金組織會員之締約國，其國家貨幣依特別提款權計算之價值，應依照國際貨幣基金組織於前述日期時對其業務及交易所採用之定值方法計算之。非國際貨幣基金組織成員之締約國，其國家貨幣依特別提款權計算之價值，應依照該國所確定之方法計算之。
2. 然非國際貨幣基金組織會員且其本國法律亦不容許適用本條第 1 項規定之國家，得於簽署本公約時，或於批准、接受、核准或加入時或在之後任何時候，聲明本公約所規定的適用於其本國領域之責任限額應訂定如下：每件貨物或其他貨運單位為 12,500 貨幣單位或貨物毛重每公斤 37.5 貨幣單位。
3. 本條第 2 項所述之貨幣單位等於六十五點五毫克含千分之九百純金的黃金。第 2 項所述數額應依照有關國家之法律換算成國家貨幣。
4. 為本條第 1 項最後一句所述計算及第 3 項所述換算時，所用方法須在在最大程度上以締約國國家貨幣於第 6 條內數額單位之同等實際價值。締約國於簽字時或在交存其批准書、接受書、核准書或加入書時，或在適用本條第 2 項所規定之選擇時，以及於計算方法或換算結果有所更動時，應視情況將依照本條第 1 項所確定之計算方法或本條

or accession, or when availing themselves of the option provided for in paragraph 2 of this Article and whenever there is a change in the manner of such calculation or in the result of such conversion.

第 3 項所述換算結果，通知公約保存人。

PART VII - FINAL CLAUSES

第七部分 最後條款

Article 27 - Depositary

第 27 條 保存

The Secretary-General of the United Nations is hereby designated as the depositary of this Convention.

茲指定聯合國秘書長為本公約保存人。

Article 28 - Signature, ratification, acceptance, approval, accession

第 28 條 簽署、批准、接受、核准、加入

1. This Convention is open for signature by all States until 30 April 1979 at the Headquarters of the United Nations, New York.
2. This Convention is subject to ratification, acceptance or approval by the signatory States.
3. After 30 April 1979, this Convention will be open for accession by all States which are not signatory States.
4. Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

1. 本公約於紐約聯合國總部開放供所有國家簽署，直至 1979 年 4 月 30 日為止。
2. 本公約須經簽署國批准、接受或核准。
3. 1979 年 4 月 30 日以後，本公約開放給非簽署國之所有國家加入。
4. 批准書、接受書、核准書和加入書應交存於聯合國秘書長。

Article 29 - Reservations

第 29 條 保留

No reservations may be made to this Convention.

對本公約不得提出保留。

Article 30 - Entry into force

第 30 條 生效

1. This Convention enters into force on the first day of the month following the expiration of one year from the date of deposit of the 20th instrument of ratification, acceptance, approval or accession.
2. For each State which becomes a Contracting State to this Convention after the date of the deposit of the 20th instrument of ratification, acceptance, approval or accession, this Convention enters into force on the first day of the month following the expiration of one year after the deposit of the appropriate instrument on behalf of that State.
3. Each Contracting State shall apply the provisions of this Convention to contracts of carriage by sea concluded on or after the date of the entry into force of this Convention in respect of that State.

1. 本公約在第二十件批准書、接受書、核准書、加入書交存之日起一年後之次一月份之一日起生效。
2. 對於第二十份批准書、接受書、核准書或加入書交存之日後始成為本公約締約國之國家，本公約於以該國名義交存適當文件之日起滿一年後之次一月份之一日起生效。
3. 任一締約國對於本公約對該國生效之日或其後所締結之海上運送契約應適用本公約之規定。

Article 31 - Denunciation of other conventions

第 31 條 退出其他公約

1. Upon becoming a Contracting State to this Convention, any State party to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 (1924 Convention) must notify the Government of Belgium as the depositary of the 1924 Convention of its

1. 為 1924 年 8 月 25 日於布魯塞爾簽訂之有關統一某些載貨證券規則國際公約 (1924 年公約) 之任何締約國，於成為本公約締約國時，必須通知作為 1924 年公約保存機關之比利時

denunciation of the said Convention with a declaration that the denunciation is to take effect as from the date when this Convention enters into force in respect of that State.

2. Upon the entry into force of this Convention under paragraph 1 of article 30, the depositary of this Convention must notify the Government of Belgium as the depositary of the 1924 Convention of the date of such entry into force, and of the names of the Contracting States in respect of which the Convention has entered into force.
3. The provisions of paragraphs 1 and 2 of this Article apply correspondingly in respect of States parties to the Protocol signed on 23 February 1968 to amend the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.
4. Notwithstanding Article 2 of this Convention, for the purposes of paragraph 1 of this Article, a Contracting State may, if it deems it desirable, defer the denunciation of the 1924 Convention and of the 1924 Convention as modified by the 1968 Protocol for a maximum period of five years from the entry into force of this Convention. It will then notify the Government of Belgium of its intention. During this transitory period, it must apply to the Contracting States this Convention to the exclusion of any other one.

Article 32 - Revision and amendment

1. At the request of not less than one-third of the Contracting States to this Convention, the depositary shall convene a conference of the Contracting States for revising or amending it.
2. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention, is deemed to apply to the Convention as amended.

Article 33 - Revision of the limitation amounts and unit of account or monetary unit

1. Notwithstanding the provisions of Article 32, a conference only for the purpose of altering the amount specified in Article 6 and paragraph 2 of Article 26, or of substituting either or both of the units defined in paragraphs 1 and 3 of Article 26 by other units is to be convened by the depositary in accordance with paragraph 2 of this article. An alteration of the amounts shall be made only because of a significant change in their real value.
2. A revision conference is to be convened by the depositary when not less than one-fourth of the Contracting States so request.
3. Any decision by the conference must be taken by a two-thirds majority of the participating States. The amendment is communicated by the depositary to all the Contracting States for acceptance and to all the States signatories of the Convention for information.
4. Any amendment adopted enters into force on the first day of the month following one year after its acceptance by two-thirds of the Contracting States. Acceptance is to be effected by the deposit of a formal instrument to that effect, with the depositary.
5. After entry into force of an amendment a Contracting State which has accepted the amendment is entitled to apply the

政府，聲明退出該公約，並聲明本公約對該國生效之日起生效。

2. 本公約依照第 30 條第 1 項規定生效時，本公約保存人必須將生效日期及公約已對其生效之締約國國名通知作為 1924 年公約保存機關之比利時政府。
3. 本條第 1 及 2 項之規定，對 1968 年 2 月 23 日簽訂之修正 1924 年 8 月 25 日布魯塞爾簽訂之有關統一某些載貨證券規則國際公約議定書之各締約國，同樣適用。
4. 無論本公約第 2 條規定為何，為本條第 1 項目的，一締約國如認為合乎需要，可以延緩退出 1924 年公約及經 1968 年議定書修正之 1924 年公約，然最遲不得超過五年，從本公約生效之日起算。於此情況下，其應將其意思通知比利時政府。於此一過渡期間，其必須對締約國適用本公約，而不適用任何其他公約。

第 32 條 訂正及修正

1. 經本公約至少三分之一締約國之要求，保存人應召開締約國會議，以訂正或修正公約。
2. 本公約之修正案生效後交存之任何批准書、接受書、核准書或加入書，視為適用經修正之公約。

第 33 條 限責額度及記帳單位或貨幣單位之修訂

1. 無論第 32 條規定為何，保存人應依照本條第 2 項規定，召開專為修改第 6 條及第 26 條第 2 項所定數額之目的或為第 26 條第 1 及 3 項所定單位二者或其中之一修改以其他單位代替之目的之會議。該數額僅於其實際價值發生重大變化時才得加以修改。
2. 保存人經至少四分之一締約國要求，應召開修訂會議。
3. 會議任何決定必須以與會國二分之一多數作出。修正案由保存人送請所有締約國接受，並通知公約所有簽署國。
4. 所通過之任何修正案於其獲致二分之一締約國接受之日起滿一年後之次月一日起生效。接受應將表示接受之正式文件交存於保存人。
5. 於修正案生效後，已接受修正之締約國，於其同未在修正通過後六個

Convention as amended in its relations with Contracting States which have not within six months after the adoption of the amendment notified the depositary that they are not bound by the amendment.

6. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention, is deemed to apply to the Convention as amended.

月內通知保存人主張不受該修正拘束之締約國間關係，有權適用經修正之公約。

6. 於本公約修正生效後交存之任何批准書、接受書、核准書或加入書，視為適用已修正之公約。

Article 34 - Denunciation

1. A Contracting State may denounce this Convention at any time by means of a notification in writing addressed to the depositary.
2. The denunciation takes effect on the first day of the month following the expiration of one year after the notification is received by the depositary. Where a longer period is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.

Done at Hamburg, this thirty-first day of March one thousand nine hundred and seventy-eight, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

In witness whereof the undersigned plenipotentiaries, being duly authorised by their respective Governments, have signed the present Convention.

ANNEX II

Common understanding adopted by the United Nations Conference on the Carriage of Goods by Sea

It is the common understanding that the liability of the carrier under this Convention is based on the principle of presumed fault or neglect. This means that, as a rule, the burden of proof rests on the carrier but, with respect to certain cases, the provisions of the Convention modify this rule.

第 34 條 退出

1. 締約國可隨時以書面通知保存人退出本公約。
2. 退出於保存人收到通知之日起滿一年後之次月一日起生效。如通知明定一段更長期間，則於保存人收到通知後之該更長期間屆滿時生效。

本公約於 1978 年 3 月 31 日於漢堡訂定，以阿拉伯文、中文、英文、法文、俄文及西班牙文作成之原本均具有同等官方效力。

簽署人為具有受該政府之全權委託之代表，經此證人作證，簽署本公約。

附錄二

聯合國海上貨物運送會議之共同諒解

茲此共同瞭解本公約規範下之運送人責任係基於推定過失原則，亦即除本公約另有規定外，舉證責任由運送人負擔。