

聯合國國際貿易運送航站營運人責任公約
1991年4月19日訂於維也納

United Nations Convention on the Liability of Operators of Transport
Terminals in International Trade
Done at Vienna 19.04.1991

1991 Terminal

Preamble

The Contracting States:

REAFFIRMING THEIR CONVICTION that the progressive harmonization and unification of international trade law, in reducing or removing legal obstacles to the flow of international trade, especially those affecting the developing countries, would significantly contribute to universal economic co-operation among all States on a basis of equality, equity and common interest and to the elimination of discrimination in international trade and, thereby, to the well-being of all peoples;

CONSIDERING the problems created by the uncertainties as to the legal regime applicable with regard to goods in international carriage when the goods are not in the charge of carriers nor in the charge of cargo-owning interests but while they are in the charge of operators of transport terminals in international trade;

INTENDING to facilitate the movement of goods by establishing uniform rules concerning liability for loss of, damage to or delay in handing over such goods while they are in the charge of operators of transport terminals and are not covered by the laws of carriage arising out of conventions applicable to the various modes of transport,

HAVE AGREED AS FOLLOWS:

Article 1 - Definitions

In this Convention:

- (a) "Operator of a transport terminal" (hereinafter referred to as "operator") means a person who, in the course of his business, undertakes to take in charge goods involved in international carriage in order to perform or to procure the performance of transport-related services with respect to the goods in an area under his control or in respect of which he has a right of access or use. However, a person is not considered an operator whenever he is a carrier under applicable rules of law governing carriage;
- (b) Where 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 it was not supplied by the operator;

序言

各締約國：

重申堅信必須逐步地協調及統一國際貿易法，以減少或消除國際貿易往來之法律障礙，特別是影響發展中國家之障礙，以助於各國能在平等、公正及互利基礎上進行普遍經濟合作，消除國際貿易方面之歧視，從而為各國人民謀求福利；

考量於國際運送中之貨物既非由運送人接管又非由貨主接管，而是由國際貿易運送航站營運人接管時，適用這類貨物之法律制度之不確定性所造成之問題；

意使該類貨物於運送航站營運人接管而又不受源自適用於各種運送方式之公約之運送法律管轄時所發生之滅失、毀損或交貨遲延而制定賠償責任之統一規則，以期有利於貨物之移動，

茲協定如下：

第1條 定義

於本公約：

- (a) "運送航站營運人"(以下稱"營運人")係指於其業務過程中，於其控制下之某一區域內或於其有權出入或使之某一區域內，負責接管國際運送之貨物，以便對該貨物進行或安排進行與運送有關服務之人。然凡屬依據適用於貨運之法律規則身為運送人之人，不視為營運人；
- (b) 貨物併裝於貨櫃、墊板或類似之運送載具中時或經包裝時，"貨物"包括該運送器具或包裝，然以其非營運人所提供者為限；

- (c) "International carriage" means any carriage in which the place of departure and the place of destination are identified as being located in two different States when the goods are taken in charge by the operator;
 - (d) "Transport-related services" includes such services as storage, warehousing, loading, unloading, stowage, trimming, dunnaging and lashing;
 - (e) "Notice" means a notice given in a form which provides a record of the information contained therein;
 - (f) "Request" means a request made in a form which provides a record of the information contained therein.
- (c) “國際運送”係指營運人接管貨載時確定其起運地及目的地位於兩個不同國家之任何貨物運送；
 - (d) “與運送有關之服務”包括諸如堆存、存倉、裝貨、卸貨、堆存、平艙、隔墊及繫固等服務；
 - (e) “通知”係指發出一通知，其所使用之形式應提供其中所載資料之記錄；
 - (f) “請求”係指作出一請求，其所用形式應提供其中所載資料之記錄。

Article 2 - Scope of application

- (1) This Convention applies to transport-related services performed in relation to goods which are involved in international carriage:
 - (a) When the transport-related services are performed by an operator whose place of business is located in a State Party, or
 - (b) When the transport-related services are performed in a State Party, or
 - (c) When, according to the rules of private international law, the transport-related services are governed by the law of a State Party.
- (2) If the operator has more than one place of business, the place of business is that which has the closest relationship to the transport-related services as a whole.
- (3) If the operator does not have a place of business, reference is to be made to the operator's habitual residence.

Article 3 - Period of responsibility

The operator is responsible for the goods from the time he has taken them in charge until the time he has handed them over to or has placed them at the disposal of the person entitled to take delivery of them.

Article 4 - Issuance of document

- (1) The operator may, and at the customer's request shall, within a reasonable period of time, at the option of the operator, either:
 - (a) Acknowledge his receipt of the goods by signing and dating a document presented by the customer that identifies the goods, or
 - (b) Issue a signed document identifying the goods, acknowledging his receipt of the goods and the date thereof, and stating their condition and quantity in so far as they can be ascertained by reasonable means of checking.
- (2) If the operator does not act in accordance with either subparagraph (a) or (b) of paragraph (1), he is presumed to have received the goods in apparent good condition, unless he proves otherwise. No such presumption applies when the services performed by the operator are limited to the immediate

第 2 條 適用範圍

- (1) 本公約於有下列情形之一時，適用對國際運送之貨物所從事之與運送有關之服務：
 - (a) 從事與運送有關之服務之營運人之營業地位於一當事國內，或
 - (b) 與運送有關之服務於一當事國內進行，或
 - (c) 依據國際私法規則，與運送有關之服務受到一當事國法律之拘束。
- (2) 如營運人有一以上之營業地，則以與整個有關運送之服務關係最密切之營業地為其營業地。
- (3) 如營運人無營業地，則以其慣居地為準。

第 3 條 責任期間

營運人自其接管貨物之時起，至其向有權提貨之人交付貨物或將貨物交由該人處理之時止，對貨物負責。

第 4 條 單證之簽發

- (1) 營運人得且應客戶要求時應於一合理時間內，依營運人之選擇：
 - (a) 於客戶所提交，其上列明貨物之單證上簽署並註明日期，以確認收到貨物，或
 - (b) 簽發一份經簽署之列明貨物之單證，確認收到貨物及收到之日期，如能以合理之檢查方法清點核實，另應說明貨物之狀況及數量。
- (2) 如營運人不依照第(1)項(a)款或(b)款行事，則可推定其所收到之貨物表面狀況良好，然其證明並非如此者除外。於營運人所從事之服務僅限於貨物於運送方式間之立即轉移，

transfer of the goods between means of transport.

- (3) A document referred to in paragraph (1) may be issued in any form which preserves a record of the information contained therein. When the customer and the operator have agreed to communicate electronically, a document referred to in paragraph (1) may be replaced by an equivalent electronic data interchange message.
- (4) The signature referred to in paragraph (1) means a handwritten signature, its facsimile or an equivalent authentication effected by any other means.

Article 5 - Basis of liability

- (1) The operator is liable for loss resulting from loss of or damage to the goods, as well as from delay in handing over the goods, if the occurrence which caused the loss, damage or delay took place during the period of the operator's responsibility for the goods as defined in article 3, unless he proves that he, his servants or agents or other persons of whose services the operator makes use for the performance of the transport-related services took all measures that could reasonably be required to avoid the occurrence and its consequences.
- (2) Where a failure on the part of the operator, his servants or agents or other persons of whose services the operator makes use for the performance of the transport-related services to take the measures referred to in paragraph(1) combines with another cause to produce loss, damage or delay, the operator is liable only to the extent that the loss resulting from such loss, damage or delay is attributable to that failure, provided that the operator proves the amount of the loss not attributable thereto.
- (3) Delay in handing over the goods occurs when the operator fails to hand them over to or place them at the disposal of a person entitled to take delivery of them within the time expressly agreed upon or, in the absence of such agreement, within a reasonable time after receiving a request for the goods by such person.
- (4) If the operator fails to hand over the goods to or place them at the disposal of a person entitled to take delivery of them within a period of 30 consecutive days after the date expressly agreed upon or, in the absence of such agreement, within a period of 30 consecutive days after receiving a request for the goods by such person, a person entitled to make a claim for the loss of the goods may treat them as lost.

Article 6 - Limits of liability

- (1)
 - (a) The liability of the operator for loss resulting from loss of or damage to goods according to the provisions of article 5 is limited to an amount not exceeding 8.33 units of account per kilogram of gross weight of the goods lost or damaged.
 - (b) However, if the goods are handed over to the operator

則不適用該推定。

- (3) 第(1)項所指之單證得以任何形式簽具，然應能保存其中所載資料之記錄。如客戶與營運人已商定以電子技術進行聯繫，則第(1)項所指之單證可用相應之電子資料交換電文取代之。
- (4) 第(1)項所述之簽署係指手書簽署，其傳真或以任何其他方式所作出之相應證明。

第 5 條 責任基礎

- (1) 如第 3 條所規定之營運人應對貨物負責期限內發生滅失、毀損或遲延之事情，則營運人應對因貨物滅失或毀損及交貨遲延所致之損失負賠償責任，然其能證明其本人、其受雇人或代理人或營運人為履行與運送有關之服務而利用其服務之其他人，已採取一切所能合理要求之措施以防止有關事情之發生及其後果者除外。
- (2) 如營運人、其受雇人或代理或營運人為履行與運送有關之服務而利用其服務之其他人，未採取第(1)項所指之措施，而又有另一原因造成滅失、毀損或遲延，則營運人僅對因未採取措施所引起之該滅失、毀損或遲延所造成之損失負賠償責任。然營運人須證明非歸因於其未採取措施所致生之損失數額。
- (3) 交貨遲延係指營運人未能於明示約定之時間內；或如無該約定之情況，於未能於收到有權提貨之人交貨要求後之一合理時間內，將貨物交付給該人或交由該人處理。
- (4) 如營運人於明示約定之交貨日期後連續 30 天之期間內，或如無該約定情況下，於收到有權提貨之人之交貨要求後連續 30 天之期間內，未能向有權提貨之人交付貨物或將貨物交由其處理，則有權就貨物滅失提出求償之人即可將該貨物視為滅失。

第 6 條 責任限制

- (1)
 - (a) 營運人依第 5 條規定對於因貨物滅失或毀損所致之損失所負賠償責任以滅失或毀損貨物之毛重每公斤不超過 8.33 記帳單位之數額為限。
 - (b) 然貨物係經由海運或內陸水運

immediately after carriage by sea or by inland waterways, or if the goods are handed over, or are to be handed over, by him for such carriage, the liability of the operator for loss resulting from loss of or damage to goods according to the provisions of article 5 is limited to an amount not exceeding 2.75 units of account per kilogram of gross weight of the goods lost or damaged. For the purposes of this paragraph, carriage by sea or by inland waterways includes pick-up and delivery within a port.

- (c) When the loss of or damage to a part of the goods affects the value of another part of the goods, the total weight of the lost or damaged goods and of the goods whose value is affected shall be taken into consideration in determining the limit of liability.
- (2) The liability of the operator for delay in handing over the goods according to the provisions of article 5 is limited to an amount equivalent to two and a half times the charges payable to the operator for his services in respect of the goods delayed, but not exceeding the total of such charges in respect of the consignment of which the goods were a part.
- (3) In no case shall the aggregate liability of the operator under both paragraphs (1) and (2) exceed the limitation which would be established under paragraph (1) for total loss of the goods in respect of which such liability was incurred.
- (4) The operator may agree to limits of liability exceeding those provided for in paragraphs (1), (2) and (3).

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 operator in respect of loss of or damage to the goods, as well as delay in handing over the goods, whether the action is founded in contract, in tort or otherwise.
- (2) If such an action is brought against a servant or agent of the operator, or against another person of whose services the operator makes use for the performance of the transport-related services, such servant, agent or person, if he proves that he acted within the scope of his employment or engagement by the operator, is entitled to avail himself of the defences and limits of liability which the operator is entitled to invoke under this Convention.
- (3) Except as provided in article 8, the aggregate of the amounts recoverable from the operator and from any servant, agent or person referred to in the preceding paragraph shall not exceed the limits of liability provided for in this Convention.

Article 8 - Loss of right to limit liability

- (1) The operator 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 resulted from an act or omission of the operator himself or his servants or agents 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.

後立即交給營運人，或貨物係由營運人交付或待交付後進行該運送，則營運人依第 5 條之規定對因貨物滅失或毀損所致之損失所負賠償責任以滅失或毀損貨物之毛重每公斤不超過 2.75 記帳單位為限。為本項之目的，海運及內陸水運包括港口內之提貨及交貨。

- (c) 如部分貨物之滅失或毀損影響另一部分貨物之價值，則於確定賠償責任限額時，應記入遭受滅失或毀損之貨物與其價值受到影響貨物合計一起之總重量。
- (2) 營運人依第 5 條規定對交貨遲延應負之賠償責任，以相當於營運人就所運交貨物提供之服務所收費兩倍半數額為限，然該一數額不得超過包括該貨物在內之整批貨物所收費之總和。
- (3) 於任何情況下，營運人依第(1)及第(2)項所承擔之賠償總額不應超過依據第(1)項規定就造成貨物全部滅失所確定之賠償責任限額。
- (4) 營運人得同意超過第(1)、第(2)及第(3)項所規定之賠償責任限額。

第 7 條 對非契約求償之適用

- (1) 本公約所規定之抗辯及責任限制適用於因貨物發生滅失或毀損及因交貨遲延而對營運人所提起之任何訴訟，無論該訴訟是基於契約、侵權行為或其他基礎。
- (2) 於該訴訟係針對營運人之受雇人或代理人，或營運人為履行與運送有關之服務而使用之其它人時，如該受雇人、代理人或其他人能證明其是在受營運人雇用或聘用之業務範圍內，則有權主張營運人依據本公約可主張之抗辯及責任限制。
- (3) 除第 8 條另有規定外，自營運人及前項所指之任何受雇人、代理人或其他人所獲得之賠償總額不得超過本公約規定之責任限額。

第 8 條 責任限制權利之喪失

- (1) 如經證明貨物滅失或毀損或遲延交付係因營運人本人或時受雇人或代理人有意造成該滅失、毀損或遲延之行為或不行為所致，或在明知會造成該滅失，毀損或遲延之情況下出於輕率之行為或不行為所致，則營運人無權享有第 6 條所規定之限

- (2) Notwithstanding the provision of paragraph (2) of article 7, a servant or agent of the operator or another person of whose services the operator makes use for the performance of the transport-related services 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 resulted from an act or omission of such servant, agent or person 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 - Special rules on dangerous goods

If dangerous goods are handed over to the operator without being marked, labelled, packaged or documented in accordance with any law or regulation relating to dangerous goods applicable in the country where the goods are handed over and if, at the time the goods are taken in charge by him, the operator does not otherwise know of their dangerous character, he is entitled:

- (a) To take all precautions the circumstances may require, including, when the goods pose an imminent danger to any person or property, destroying the goods, rendering them innocuous, or disposing of them by any other lawful means, without payment of compensation for damage to or destruction of the goods resulting from such precautions, and
- (b) To receive reimbursement for all costs incurred by him in taking the measures referred to in subparagraph (a) from the person who failed to meet any obligation under such applicable law or regulation to inform him of the dangerous character of the goods.

Article 10 - Rights of security in goods

- (1) The operator has a right of retention over the goods for costs and claims which are due in connection with the transport-related services performed by him in respect of the goods both during the period of his responsibility for them and thereafter. However, nothing in this Convention affects the validity under the applicable law of any contractual arrangements extending the operator's security in the goods.
- (2) The operator is not entitled to retain the goods if a sufficient guarantee for the sum claimed is provided or if an equivalent sum is deposited with a mutually accepted third party or with an official institution in the State where the operator has his place of business.
- (3) In order to obtain the amount necessary to satisfy his claim, the operator is entitled, to the extent permitted by the law of the State where the goods are located, to sell all or part of the goods over which he has exercised the right of retention provided for in this article. This right to sell does not apply to containers, pallets or similar articles of transport or packaging which are owned by a party other than the carrier or the shipper and which are clearly marked as regards ownership except in respect of claims by the operator for the cost of repairs of or improvements to the containers, pallets or similar articles of transport or packaging.

制責任權利。

- (2) 無論第 7 條第(2)項規定為何，如經證明貨物滅失、毀損或遲延係因營運人之受僱人或代理人或營運人進行與運送有關之服務之其他人有意造成該滅失、毀損或遲延行為或不行為所制，或於明知會造成該滅失、毀損或遲延之情況下出於輕率之行為或不行為所制，則該受僱人、代理人或其他人無權享有第 6 條所規定之限制求償責任之權利。

第 9 條 關於危險貨物之特別規則

如危險貨物交付給營運人時，未依照交付貨物所在國所適用之有關任何危險貨物之法律或規章，予以加唛頭、上標籤、包裝或提供單證，且如該貨物由營運人接管時，營運人並未以其他方式得知其危險性，則營運人有權：

- (a) 採取一切必要之預防措施，包括於貨物對任何人或財產構成立刻危險時將貨物予以銷毀、使之無害、或使用其他任何合法手段予以處理，而無需賠償因該防止措施所致貨物損壞或銷毀之損失，且
- (b) 對未依據該適用法律或規章履行義務，將貨物之危險性質告訴營運人之人，請求營運人因採取(a)項措施所生全部費用之補償。

第 10 條 對貨物之擔保權利

- (1) 為求償營運人對貨物責任期間及其後期間由其對貨物所進行與運送有關之服務而應收取之費用及債權，營運人有權留置貨物。然本公約任何規定並不影響依據任何可適用之法律中有關擴大營運人對貨物之擔保權利之任何契約安排之效力。
- (2) 如對求償數額已提供足額擔保，或如已向雙方同意之第三人或向營運人營業地所在國某一官方機構存入一筆相等數額之款項，則營運人無權留置貨物。
- (3) 為取得滿足其求償所需之金額，營運人有權於貨物所在國法律所允許範圍內變賣其已行使本條所訂之留置權之全部或部分貨物。該變賣權不適用於運送人或託運人以外之一方所有並有明確標誌顯示其所有人之貨櫃、墊板或類似之運送或包裝物件之費用所提出之求償。

- (4) Before exercising any right to sell the goods, the operator shall make reasonable efforts to give notice of the intended sale to the owner of the goods, the person from whom the operator received them and the person entitled to take delivery of them from the operator. The operator shall account appropriately for the balance of the proceeds of the sale in excess of the sums due to the operator plus the reasonable costs of the sale. The right of sale shall in all other respects be exercised in accordance with the law of the State where the goods are located.

Article 11 - Notice of loss, damage or delay

- (1) Unless notice of loss or damage, specifying the general nature of the loss or damage, is given to the operator not later than the third working day after the day when the goods were handed over by the operator to the person entitled to take delivery of them, the handing over is prima facie evidence of the handing over by the operator of the goods as described in the document issued by the operator pursuant to paragraph (1)(b) of article 4 or, if no such document was issued, in good condition.
- (2) Where the loss or damage is not apparent, the provisions of paragraph (1) apply correspondingly if notice is not given to the operator within 15 consecutive days after the day when the goods reached the final recipient, but in no case later than 60 consecutive days after the day when the goods were handed over to the person entitled to take delivery of them.
- (3) If the operator participated in a survey or inspection of the goods at the time when they were handed over to the person entitled to take delivery of them, notice need not be given to the operator of loss or damage ascertained during that survey or inspection.
- (4) In the case of any actual or apprehended loss of or damage to the goods, the operator, the carrier and the person entitled to take delivery of the goods shall give all reasonable facilities to each other for inspecting and tallying the goods.
- (5) No compensation is payable for loss resulting from delay in handing over the goods unless notice has been given to the operator within 21 consecutive days after the day when the goods were handed over to the person entitled to take delivery of them.

Article 12 - Limitation of actions

- (1) Any action 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:
- (a) On the day the operator hands over the goods or part thereof to, or places them at the disposal of, a person entitled to take delivery of them, or
- (b) In cases of total loss of the goods, on the day the person entitled to make a claim receives notice from the operator that the goods are lost, or on the day that person may treat the goods as lost in accordance with paragraph (4) of article 5, whichever is earlier.

- (4) 於對貨物行使任何變賣權之前，營運人應盡合理努力將變賣意圖通知貨主、將貨物交給營運人之及有權向營運人請求交貨之人。營運人應適當地通報變賣貨物所獲收益扣除營運人應得金額及合理出售費用後之結餘。變賣權之所有其他方面應依貨物所在國法律行使之。

第 11 條 滅失、毀損或遲延之通知

- (1) 除不晚於營運人向有權提貨之人交貨之日後第三個工作日，將貨物滅失或毀損通知營運人，具體說明該滅失或毀損之一般性質，則該交貨應視為營運人依其依據第 4 條(1)項(b)款簽發單證所載貨物情況為交付之表面證據，如未簽發該單證，則是依完好狀況交貨之表面證據。
- (2) 於滅失或毀損不明顯之情況下，如未於貨物到達最終受貨人之日後連續 15 天內向營運人為通知，然不應晚於向有權提貨人交貨之日後連續 60 天發出通知者，準用第(1)項規定。
- (3) 如營運人交貨給有權提貨之人時，已參與貨物之檢驗或檢查，則無需就檢驗或檢查期間所確定之滅失或毀損向營運人為通知。
- (4) 於貨物實際發生滅失或毀損或有發生滅失或毀損之虞情況時，營運人、運送人及有權提貨之人必須相互給予對方對貨物進行檢查及清點之一切合理便利。
- (5) 除向有權提貨之人交貨之日後連續 21 天內向營運人發出通知外，不附則遲延交貨所造成之損失。

第 12 條 訴訟時效

- (1) 未於兩年期間提起司法訴訟或仲裁者，依據本公約之任何訴訟即應時效消滅。
- (2) 時效期限開始於：
- (a) 營運人將全部或部分貨物交付給有權提貨之人或將貨物交由其支配之日，或
- (b) 於貨物全部滅失之情況，自有權提出求償請求之人收到營運人所發出有關貨物滅失之通知之日開始，或自該請求權人得依第 5 條第(4)項規定將貨物視

為減失之日起算，兩者以先到者為準。

- (3) The day on which the limitation period commences is not included in the period. (3) 時效期限之始日不計入該期限內。
- (4) The operator may at any time during the running of the limitation period extend the period by a notice to the claimant. The period may be further extended by another notice or notices. (4) 營運人得在時效期限內隨時向請求權人發出聲明，延長時效之期限。該期限另可透過再次或多次聲明而予以繼續延長。
- (5) A recourse action by a carrier or another person against the operator may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if it is instituted within 90 days after the carrier or other person has been held liable in an action against himself or has settled the claim upon which such action was based and if, within a reasonable period of time after the filing of a claim against a carrier or other person that may result in a recourse action against the operator, notice of the filing of such a claim has been given to the operator. (5) 即便於前述各項規定之時效期限屆滿後，運送人或另一人仍可對營運人提出追償訴訟，然該訴訟必須於對運送人或另一人提起之訴訟中運送人或另一人被判令承擔責任，或已給付據以提出訴訟之求償後之 90 天內提起，且須於對某一承擔人或另一人所提出之任何求償可能導致對營運人提起追償訴訟時，於提出求償後之一合理時間內，已就提出求償情事，通常營運人。

Article 13 - Contractual stipulations

- (1) Unless otherwise provided in this Convention, any stipulation in a contract concluded by an operator or in any document signed or issued by the operator pursuant to article 4 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.
- (2) Notwithstanding the provisions of the preceding paragraph, the operator may agree to increase his responsibilities and obligations under this Convention.

第 13 條 契約規定

- (1) 除本公約另有規定外，營運人所簽訂之契約中或營運人依據第 4 條所簽發或出具之任何單證中之任何規定，如有直接或間接減損本公約之規定者，均屬無效。該規定之無效不應影響包括該規定在內之契約或單證中之其他條款之效力。
- (2) 不論前項規定為何，營運人仍得同意增加其依據本公約所承擔之責任及義務。

Article 14 - Interpretation of the Convention

In the interpretation of this Convention, regard is to be had to its international character and to the need to promote uniformity in its application.

第 14 條 公約解釋

於解釋本公約時，應考慮公約之國際性質及促進其統一適用之需求。

Article 15 - International transport conventions

This Convention does not modify any rights or duties which may arise under an international convention relating to the international carriage of goods which is binding on a State which is a party to this Convention or under any law of such State giving effect to a convention relating to the international carriage of goods.

第 15 條 國際運送公約

本公約並不修改依據對本公約締約國有約束力之有關國際貨物運送之國際公約或依據該國使該國際貨物運送之公約生效之任何國內法律所生之任何權利。

Article 16 - Unit of account

- (1) The unit of account referred to in article 6 is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 6 are to be expressed in 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 equivalence between the national currency of a

第 16 條 記帳單位

- (1) 第 6 條所指記帳單位係國際貨幣基金組織所確定之特別提款權。第 6 條所述數額應依判決日或當事各方協議之日之本國貨幣幣值，以本國貨幣表示。為國際貨幣基金組織會員國之當事國，其本國貨幣與特別

State Party which is a member of the International Monetary Fund and the Special Drawing Right 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 equivalence between the national currency of a State Party which is not a member of the International Monetary Fund and the Special Drawing Right is to be calculated in a manner determined by that State.

- (2) The calculation mentioned in the last sentence of the preceding paragraph is to be made in such a manner as to express in the national currency of the State Party as far as possible the same real value for amounts in article 6 as is expressed there in units of account. States Parties must communicate to the depositary the manner of calculation at the time of signature or when depositing their instrument of ratification, acceptance, approval or accession and whenever there is a change in the manner of such calculation.

Final Clauses

Article 17 - Depositary

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

Article 18 - Signature, ratification, acceptance, approval, accession

- (1) This Convention is open for signature at the concluding meeting of the United Nations Conference on the Liability of Operators of Transport Terminals in International Trade and will remain open for signature by all States at the Headquarters of the United Nations, New York, until 30 April 1992.
- (2) This Convention is subject to ratification, acceptance or approval by the signatory States.
- (3) This Convention is open to accession by all States which are not signatory States as from the date it is open for signature.
- (4) Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

Article 19 - Application to territorial units

- (1) If a State has two or more territorial units in which different systems of law are applicable in relation to the matters dealt with in this Convention, it may, at the time of signature, ratification, acceptance, approval or accession, declare that this Convention is to extend to all its territorial units or only to one or more of them, and may at any time substitute another declaration for its earlier declaration.
- (2) These declarations are to state expressly the territorial units to which the Convention extends.
- (3) If, by virtue of a declaration under this article, this Convention extends to one or more but not all of the territorial units of a State Party, this Convention shall be

提款權之換算應依國際貨幣基金組織於該日生效之對其業務活動及交易所適用之計值方法計算之。非國際貨幣基金組織會員國之當事國，其本國貨幣與特別提款權之換算應以該國確定之方式計算之。

- (2) 前項末段所述計算方式應以該當事國本國貨幣表示最接近第 6 條以記帳單位所表示數額之實際價值。當事國必須於簽署公約時或交存其批准書、接受書、贊同書或加入書時及每當其換算方式有變動時，將其換算方式通知保存人。

最後條款

第 17 條 保存人

聯合國秘書長為本公約之保存人。

第 18 條 簽署、批准、接受、贊同、加入

- (1) 本公約於聯合國國際貿易運送航站營運人賠償責任會議之閉幕會議上開放供簽署，並於紐約聯合國總部繼續開放供所有國家簽署，直至 1992 年 4 月 30 日為止。
- (2) 本公約須經簽署國批准、接受或贊同。
- (3) 本公約自開放供簽署之日起開放給所有非簽署國加入。
- (4) 批准書、接受書、贊同書及加入書應交存聯合國秘書長。

第 19 條 對領域之適用

- (1) 如一國擁有二或二以上領域，而各領域對公約所規定之事項適用不同之法律制度，則該國得在簽署、批准、接受、贊同或加入時聲明本公約適用於該國全部領域或僅適用於其中之一或數領域，且可隨時提出另一聲明以取代其以前所為之聲明。
- (2) 該聲明應明確說明適用本公約之領域。
- (3) 如依據依本條所作出之一聲明，本公約適用於一當事國之一或數然非全部領域，則本公約僅在下列情況

applicable only if

- (a) The transport-related services are performed by an operator whose place of business is located in a territorial unit to which the Convention extends, or
 - (b) The transport-related services are performed in a territorial unit to which the Convention extends, or
 - (c) According to the rules of private international law, the transport-related services are governed by the law in force in a territorial unit to which the Convention extends.
- (4) If a State makes no declaration under paragraph (1) of this article, the Convention is to extend to all territorial units of that State.

Article 20 - Effect of declaration

- (1) Declarations made under article 19 at the time of signature are subject to confirmation upon ratification, acceptance or approval.
- (2) Declarations and confirmations of declarations are to be in writing and to be formally notified to the depositary.
- (3) A declaration takes effect simultaneously with the entry into force of this Convention in respect of the State concerned. However, a declaration of which the depositary receives formal notification after such entry into force takes effect on the first day of the month following the expiration of six months after the date of its receipt by the depositary.
- (4) Any State which makes a declaration under article 19 may withdraw it at any time by a formal notification in writing addressed to the depositary. Such withdrawal takes effect on the first day of the month following the expiration of six months after the date of the receipt of the notification by the depositary.

Article 21 - Reservations

No reservations may be made to this Convention.

Article 22 - Entry into force

- (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 fifth 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 fifth 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 date of the deposit of the appropriate instrument on behalf of that State.
- (3) Each State Party shall apply the provisions of this Convention to transport-related services with respect to goods taken in charge by the operator on or after the date of the entry into force of this Convention in respect of that State.

Article 23 - Revision and amendment

下適用之：

- (a) 與運送有關之服務係由其營業地位於本公約適用之領域內之某一營運人為進行，或
 - (b) 與運送有關之服務係在本公約適用之某一領域內進行，或
 - (c) 依國際私法之規定，與運送有關之服務須受本公約適用之領域之現行法律之拘束。
- (4) 如一國未依本條第(1)項為聲明，則本公約適用於該國所有領域。

第 20 條 聲明之生效

- (1) 依第 19 條規定於簽署時所為之聲明，須在批准、接受或贊同時加以確認。
- (2) 聲明及聲明之確認，須以書面提出，並正式通知保存人。
- (3) 聲明於本公約對有關國家開始生效時同時生效。然保存人於公約對有關國家生效後收到正式通知之聲明，則於保存人收到聲明之日起滿六個月後之第一個月首日起生效。
- (4) 依第 19 條規定為聲明之任何國家可隨時以書面正式通知保存人撤回該項聲明。該撤回於保存人收到通知之日起滿六個月後之第一個月首日起生效。

第 21 條 保留

對本公約不得作出任何保留。

第 22 條 生效

- (1) 本公約在第五件批准書、接受書、贊同書或加入書交存之日起滿一年後之第一個月首日起生效。
- (2) 於第五件批准書、接受書、贊同書或加入書交存之日後開始成為本公約國之國家，本公約在該國名義交存適當文書之日起滿一年後之第一個月首日起生效。
- (3) 各當事國應將本公約之規定適用於營運人於本公約於該國生效之日或生效之日後所接管之貨物提供之與運送有關之服務。

第 23 條 修訂及修正

- (1) At the request of not less than one third of the States Parties 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.

- (1) 經本公約至少三分之一締約國之請求，保存人應召開締約國會議，以修訂或修正公約。
- (2) 於本公約任一修正案生效後交存之任何批准書、接受書、贊同書或加入書，視為適用該修正後之公約。

Article 24 - Revision of limitation amounts

- (1) At the request of at least one quarter of the States Parties, the depositary shall convene a meeting of a Committee composed of a representative from each Contracting State to consider increasing or decreasing the amounts in article 6.
- (2) If this Convention enters into force more than five years after it was opened for signature, the depositary shall convene a meeting of the Committee within the first year after it enters into force.
- (3) The meeting of the Committee shall take place on the occasion and at the location of the next session of the United Nations Commission on International Trade Law.
- (4) In determining whether the limits should be amended, and if so, by what amount, the following criteria, determined on an international basis, and any other criteria considered to be relevant, shall be taken into consideration:
 - (a) The amount by which the limits of liability in any transport-related convention have been amended;
 - (b) The value of goods handled by operators;
 - (c) The cost of transport-related services;
 - (d) Insurance rates, including for cargo insurance, liability insurance for operators and insurance covering job-related injuries to workmen;
 - (e) The average level of damages awarded against operators for loss of or damage to goods or delay in handing over goods; and
 - (f) The costs of electricity, fuel and other utilities.
- (5) Amendments shall be adopted by the Committee by a two-thirds majority of its members present and voting.
- (6) No amendment of the limits of liability under this article may be considered less than five years from the date on which this Convention was opened for signature.
- (7) Any amendment adopted in accordance with paragraph (5) shall be notified by the depositary to all Contracting States. The amendment is deemed to have been accepted at the end of a period of 18 months after it has been notified, unless within that period not less than one third of the States that were States Parties at the time of the adoption of the amendment by the Committee have communicated to the depositary that they do not accept the amendment. An amendment deemed to have been accepted in accordance with this paragraph enters into force for all States Parties 18 months after its acceptance.
- (8) A State Party which has not accepted an amendment is nevertheless bound by it, unless such State denounces the present Convention at least one month before the amendment enters into force. Such denunciation takes effect when the

第 24 條 限額之修訂

- (1) 於有至少四分之一締約國提出請求時，保存人應召開由任一締約國各派一名代表組成之委員會會議，審議減少或增加第 6 條所規定之限額。
- (2) 如本公約於其開放供簽署後五年以上才生效，保存人應在其生效後一年內召開委員會會議。
- (3) 該委員會會議應於聯合國國際貿易法委員會下一屆會議之時間及地點舉行。
- (4) 於確定應否修改限額，及於確定予以修改而決定增減數額時，應考慮於國際上確定之下列標準及認定之有關其他標準：
 - (a) 任何與運送有關之公約中經修訂之限額數額；
 - (b) 營運人處理之貨物價值；
 - (c) 與運送有關之服務費用；
 - (d) 保險費率，其中包括貨物保險、營運人之責任保險及工人工傷保險；
 - (e) 就貨物滅失或毀損或交貨遲延問題、判定營運人賠償之平均數額；及
 - (f) 電力、燃料及其它公用事業之成本。
- (5) 修正案應由委員會以出席並參加表決成員三分之二之多數通過。
- (6) 自本公約開放供簽署之日起，於不到五年之期間內，不考慮依據本條提出有關賠償責任限額之任何修正案。
- (7) 依據第(5)項所通過之任何修正案，應由保存人通知所有締約國。於修正案通過後之 18 個月期限屆滿時，修正案即視為已獲接受，然於該期限內，於委員會通過該修正案時已成為當事國之國家中至少有一分之三之國家通知保存人表示不接受該修正案者除外。依照本項視為已獲接受之修正案於其被接受後滿 18 個月時對所有之當事國生效。
- (8) 不接受該修正案之當事國亦得受其約束，然該國至少於修正案生效前一個月宣佈退出本公約者除外。該退出於修正案生效時生效。

amendment enters into force.

- (9) When an amendment has been adopted in accordance with paragraph (5) but the 18 month period for its acceptance has not yet expired, a State which becomes a State Party to this Convention during that period is bound by the amendment if it enters into force. A State which becomes a State Party after that period is bound by any amendment which has been accepted in accordance with paragraph (7).
- (10) The applicable limit of liability is that which, in accordance with the preceding paragraphs, is in effect on the date of the occurrence which caused the loss, damage or delay.
- (9) 於該修正已依第(5)項通過然 18 個月接受期尚未屆滿之期間內成為本公約當事國之國家，於修正案生效時受該修正案之約束。於此期間後成為本公約締約國之國家應受依照第(7)項已獲接受之任何修正案之約束。
- (10) 應適用之責任限制額度係依以上各項於造成該滅失、損壞或遲延之事故發生之日為有效之限額。

Article 25 - Denunciation

- (1) A State Party may denounce this Convention at any time by means of a notification in writing addressed to the depositary.
- (2) Subject to paragraph (8) of article 24, 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 Vienna, this nineteenth day of April one thousand nine hundred and ninety-one, 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 authorized by their respective Governments, have signed the present Convention.

第 25 條 退出

- (1) 締約國可隨時以書面通知保存人退出本公約。
- (2) 於不違反第 24 條第(8)項情況下，退出於保存人收到通知日起滿一年後之第一個月首日起生效。如通知內規定一更長時間者，則退出於保存人收到通知後之該段更長期間屆滿時起生效。

西元 1991 年 4 月 19 日訂於維也納，正本一份，其阿拉伯文本、中文本、英文本、法文本、俄文本及西班牙文本具有同等效力。

下列全權代表，經各自政府正式授權，在本公約上簽署，以昭信守。

