

聯合國_國際貿易法委員會
聯合國全程或部分經由海上國際貨物運送契約公約

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UNITED NATIONS COMMISSION ON INTERNATIONAL TRADE LAW
United Nations Convention on Contracts for the International
Carriage of Goods Wholly or Partly by Sea

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United Nations Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea

聯合國全程或部分經由海上國際貨物運送契約公約

The States Parties to this Convention,
Reaffirming their belief that international trade on the basis of equality and mutual benefit is an important element in promoting friendly relations among States,
Convinced that the progressive harmonization and unification of international trade law, in reducing or removing legal obstacles to the flow of international trade, significantly contributes to universal economic cooperation among all States on a basis of equality, equity and common interest, and to the well-being of all peoples,
Recognizing the significant contribution of the International Convention for the Unification of Certain Rules of Law relating to Bills of Lading, signed in Brussels on 25 August 1924, and its Protocols, and of the United Nations Convention on the Carriage of Goods by Sea, signed in Hamburg on 31 March 1978, to the harmonization of the law governing the carriage of goods by sea,
Mindful of the technological and commercial developments that have taken place since the adoption of those conventions and of the need to consolidate and modernize them,
Noting that shippers and carriers do not have the benefit of a binding universal regime to support the operation of contracts of maritime carriage involving other modes of transport,
Believing that the adoption of uniform rules to govern international contracts of carriage wholly or partly by sea will promote legal certainty, improve the efficiency of international carriage of goods and facilitate new access opportunities for previously remote parties and markets, thus playing a fundamental role in promoting trade and economic development, both domestically and internationally,
Have agreed as follows:

Chapter 1 General provisions

Article 1 Definitions

For the purposes of this Convention:

1. "Contract of carriage" means a contract in which a carrier, against the payment of freight, undertakes to carry goods from one place to another. The contract shall provide for carriage by sea and may provide for carriage by other modes of transport in addition to the sea carriage.

本公約締約國，
重申相信在平等互利基礎上發展國際貿易是增進各國間友好關係之一重要因素，
深信透過逐步調和且統一的國際貿易法規，可減少、消弭國際貿易流通之法律障礙，並將大幅度促進所有國家於平等、公平及共同利益基礎上之普遍經濟合作，造福各國人民，

承認1924年8月25日於布魯塞爾簽署之統一載貨證券某些規則國際公約及其各項議定書及1978年3月31日於漢堡簽署之聯合國海上貨物運送公約對調和海上貨物運送法律之顯著貢獻，

考量二公約自通過以來之技術及商業發展及對二公約進行整合及現代化之必要性，
注意到託運人及運送人無法運用一具普遍、約束力之制度，協助其涉及其他運送方式之海上運送契約之運作，認為採用統一規則，對全程或部分海上國際運送契約進行規範，將會增進法律之確定性，提高國際貨物運送效率，便利過去相距遙遠之當事人及市場獲得新的進入機會，從而對促進國內、國際貿易及經濟發展發揮其重要功能，

謹協議如下：

第1章 總則

第1條 定義

為本公約之目的：

1. "運送契約"係指運送人收取運費，承諾將貨物從一地運至另一地之契約。該契約應提供經由海上之運送，且亦得提供經由海上運送以外之其他運送方式。

2. “Volume contract” means a contract of carriage that provides for the carriage of a specified quantity of goods in a series of shipments during an agreed period of time. The specification of the quantity may include a minimum, a maximum or a certain range.
 3. “Liner transportation” means a transportation service that is offered to the public through publication or similar means and includes transportation by ships operating on a regular schedule between specified ports in accordance with publicly available timetables of sailing dates.
 4. “Non-liner transportation” means any transportation that is not liner transportation.
 5. “Carrier” means a person that enters into a contract of carriage with a shipper.
 6.
 - (a) “Performing party” means a person other than the carrier that performs or undertakes to perform any of the carrier’s obligations under a contract of carriage with respect to the receipt, loading, handling, stowage, carriage, keeping, care, unloading or delivery of the goods, to the extent that such person acts, either directly or indirectly, at the carrier’s request or under the carrier’s supervision or control.
 - (b) “Performing party” does not include any person that is retained, directly or indirectly, by a shipper, by a documentary shipper, by the controlling party or by the consignee instead of by the carrier.
 7. “Maritime performing party” means a performing party to the extent that it performs or undertakes to perform any of the carrier’s obligations during the period between the arrival of the goods at the port of loading of a ship and their departure from the port of discharge of a ship. An inland carrier is a maritime performing party only if it performs or undertakes to perform its services exclusively within a port area.
 8. “Shipper” means a person that enters into a contract of carriage with a carrier.
 9. “Documentary shipper” means a person, other than the shipper, that accepts to be named as “shipper” in the transport document or electronic transport record.
 10. “Holder” means:
 - (a) A person that is in possession of a negotiable transport document; and (i) if the document is an order document, is identified in it as the shipper or the consignee, or is the person to which the document is duly endorsed; or (ii) if the document is a blank endorsed order document or bearer document, is the bearer thereof; or
 - (b) The person to which a negotiable electronic transport record has been issued or transferred in accordance with the procedures referred to in article 9, paragraph 1.
 11. “Consignee” means a person entitled to delivery of the
2. “大批量契約”係指於約定期間內分批裝運約定總量貨物之運送契約。貨物總量可為最低數量、最高數量或一定範圍之數量。
 3. “班輪運送”係指經由公告或類似方式向公眾提供，**包括**依照其所公佈之船期表運用船舶於特定港口間定期營運之運送服務。
 4. “非班輪運送”係指不屬於班輪運送之任何運送。
 5. “運送人”係指與託運人訂立運送契約之人。
 6.
 - (a)“履約運送人”係指運送人以外，履行或承諾履行運送人於運送契約下有關貨物收受、裝載、搬移、堆存、運送、**保持**、看管、卸載或交付之任何義務之人，然以該人直接或間接受運送人要求、或於運送人監督或控制下行事者為限。
 - (b)“履約運送人”不包括非由運送人，而由託運人、單證託運人、控制方或受貨人直接或間接聘雇之任何人。
 7. “海運履約運送人”係指於貨物到達船舶裝貨港以迄貨物離開船舶卸貨港期間，履行或承諾履行運送人任何義務之履約運送人。內陸運送人僅在履行或承諾履行其完全於港區範圍內之服務時，方為海運履約運送人。
 8. “託運人”係指與運送人訂立運送契約之人。
 9. “單證託運人”係指託運人以外之人，同意於運送單證或電子運送記錄中列名為“託運人”之人。
 10. “持有人”係指：
 - (a)可轉讓運送單證之占有人；且(i)單證如為指示式單證，該單證所載明之託運人或受貨人，或該單證之正式被背書人；或(ii)單證如為空白背書之指示式單證或無記名單證，為該單證之持有人；或
 - (b)依第9條第1項之程序，可轉讓電子運送記錄之被簽發人或受讓人。
 11. “受貨人”係指依運送契約或依運

- goods under a contract of carriage or a transport document or electronic transport record.
12. “Right of control” of the goods means the right under the contract of carriage to give the carrier instructions in respect of the goods in accordance with chapter 10.
 13. “Controlling party” means the person that pursuant to article 51 is entitled to exercise the right of control.
 14. “Transport document” means a document issued under a contract of carriage by the carrier that:
 - (a) Evidences the carrier’s or a performing party’s receipt of goods under a contract of carriage; and
 - (b) Evidences or contains a contract of carriage.
 15. “Negotiable transport document” means a transport document that indicates, by wording such as “to order” or “negotiable” or other appropriate wording recognized as having the same effect by the law applicable to the document, that the goods have been consigned to the order of the shipper, to the order of the consignee, or to bearer, and is not explicitly stated as being “nonnegotiable” or “not negotiable”.
 16. “Non-negotiable transport document” means a transport document that is not a negotiable transport document.
 17. “Electronic communication” means information generated, sent, received or stored by electronic, optical, digital or similar means with the result that the information communicated is accessible so as to be usable for subsequent reference.
 18. “Electronic transport record” means information in one or more messages issued by electronic communication under a contract of carriage by a carrier, including information logically associated with the electronic transport record by attachments or otherwise linked to the electronic transport record contemporaneously with or subsequent to its issue by the carrier, so as to become part of the electronic transport record, that:
 - (a) Evidences the carrier’s or a performing party’s receipt of goods under a contract of carriage; and
 - (b) Evidences or contains a contract of carriage.
 19. “Negotiable electronic transport record” means an electronic transport record:
 - (a) That indicates, by wording such as “to order”, or “negotiable”, or other appropriate wording recognized as having the same effect by the law applicable to the record, that the goods have been consigned to the order of the shipper or to the order of the consignee, and is not explicitly stated as being “non-negotiable” or “not negotiable”; and
 - (b) The use of which meets the requirements of article 9, paragraph 1.
- 送單證或電子運送記錄有權提領貨物之人。
12. 貨物“控制權”係指依第10章於運送契約下向運送人發出貨物相關指示之權利。
 13. “控制方”係指依第51條有權行使控制權之人。
 14. “運送單證”係指運送人或履約運送人於運送契約下所簽發之單證，該單證：
 - (a)證明運送人或履約運送人收訖運送契約下之貨物；且
 - (b)證明或包含一運送契約。
 15. “可轉讓運送單證”係指經由“待指示”或“可轉讓”之類用語，或經由該單證所適用之法律承認具有同等效力之其他適當用語，顯示貨物已交運且應依照託運人指示或受貨人指示交付，或應交付予持有人，且未明確載明其為“不可轉讓”或“不得轉讓”之運送單證。
 16. “不可轉讓運送單證”係指非可轉讓運送單證之運送單證。
 17. “電子通訊”係指以電子、光學、數位或類似方式產生、發送、接收或儲存資訊，藉此獲取通訊內容，供此後援用者。
 18. “電子運送記錄”係指運送人或履約運送人於運送契約下以電子通訊方式所發出之一或數項電文之訊息，包括作為附件與電子運送記錄具邏輯關連，或於運送人或履約運送人簽發電子運送記錄之同時或之後以其他方式與之鏈結，從而成為電子運送記錄一部分之下列訊息：
 - (a)證明運送人或履約運送人已收訖運送契約下之貨物；且
 - (b)證明或包含一運送契約。
 19. “可轉讓電子運送記錄”係指：
 - (a)經由“待指示”或“可轉讓”之類之用語，或透過該記錄所適用之法律承認具有同等效力之其他適當用語，表明貨物已交運且應依照託運人指示或受貨人指示交付，且未明確聲明其為“不可轉讓”或“不得轉讓”，且
 - (b)其使用符合第9條第1項所要求之電子運送記錄。

20. “Non-negotiable electronic transport record” means an electronic transport record that is not a negotiable electronic transport record.
21. The “issuance” of a negotiable electronic transport record means the issuance of the record in accordance with procedures that ensure that the record is subject to exclusive control from its creation until it ceases to have any effect or validity.
22. The “transfer” of a negotiable electronic transport record means the transfer of exclusive control over the record.
23. “Contract particulars” means any information relating to the contract of carriage or to the goods (including terms, notations, signatures and endorsements) that is in a transport document or an electronic transport record.
24. “Goods” means the wares, merchandise, and articles of every kind whatsoever that a carrier undertakes to carry under a contract of carriage and includes the packing and any equipment and container not supplied by or on behalf of the carrier.
25. “Ship” means any vessel used to carry goods by sea.
26. “Container” means any type of container, transportable tank or flat, swapbody, or any similar unit load used to consolidate goods, and any equipment ancillary to such unit load.
27. “Vehicle” means a road or railroad cargo vehicle.
28. “Freight” means the remuneration payable to the carrier for the carriage of goods under a contract of carriage.
29. “Domicile” means (a) a place where a company or other legal person or association of natural or legal persons has its (i) statutory seat or place of incorporation or central registered office, whichever is applicable, (ii) central administration or (iii) principal place of business, and (b) the habitual residence of a natural person.
30. “Competent court” means a court in a Contracting State that, according to the rules on the internal allocation of jurisdiction among the courts of that State, may exercise jurisdiction over the dispute.
20. “不可轉讓電子運送記錄”係指非可轉讓電子運送記錄之電子運送記錄。
21. 可轉讓電子運送記錄之“簽發”係指依確保該記錄自生成至失去效力處於排他性控制下之程序為記錄之簽發。
22. 可轉讓電子運送記錄之“轉讓”係指轉讓對該記錄之排他性控制。
23. “契約明細”係指運送單證或電子運送記錄所載明與運送契約或與貨物有關之任何訊息(包括條款、批註、簽名及背書)。
24. “貨物”係指運送人依運送契約所承運之任何種類之產品、商品及物件，包括非由運送人或非以運送人名義提供之包裝及任何設備及貨櫃。
25. “船舶”係指用於海上貨物運送之任何船舶。
26. “貨櫃”係指任何形式之貨櫃、可運送之槽櫃或板架、交換式車廂、或拼裝貨物之任何類似貨載盛具及其附加設備。
27. “車輛”係指公路或鐵路貨運車輛。
28. “運費”係指應支付給運送人依據運送契約運送貨物之報酬。
29. “住所”係指(a)公司、其他法人、自然人團體或法人團體之下列所在地：(i)所適用之法定處所或設立地，或登記主事務所，(ii)主要行政管理機構，或(iii)主營業地；及(b)自然人之慣居地。
30. “適當法院”係指於一締約國內，依本國法院間之管轄權內部劃分規則得針對某爭議行使管轄權之法院。

Article 2 Interpretation of this 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 and the observance of good faith in international trade.

Article 3 Form requirements

The notices, confirmation, consent, agreement, declaration and

第2條 本公約之解釋

於解釋本公約時，應考慮本公約之國際性、促進公約之統一適用及國際貿易遵守誠信之需求。

第3條 方式要求

第19條第2項、第23條第1項至第3項、

other communications referred to in articles 19, paragraph 2; 23, paragraphs 1 to 4; 36, subparagraphs 1 (b), (c) and (d); 40, subparagraph 4 (b); 44; 48, paragraph 3; 51, subparagraph 1 (b); 59, paragraph 1; 63; 66; 67, paragraph 2; 75, paragraph 4; and 80, paragraphs 2 and 5, shall be in writing. Electronic communications may be used for these purposes, provided that the use of such means is with the consent of the person by which it is communicated and of the person to which it is communicated.

Article 4 Applicability of defences and limits of liability

1. Any provision of this Convention that may provide a defence for, or limit the liability of, the carrier applies in any judicial or arbitral proceeding, whether founded in contract, in tort, or otherwise, that is instituted in respect of loss of, damage to, or delay in delivery of goods covered by a contract of carriage or for the breach of any other obligation under this Convention against:
 - (a) The carrier or a maritime performing party;
 - (b) The master, crew or any other person that performs services on board the ship; or
 - (c) Employees of the carrier or a maritime performing party.
2. Any provision of this Convention that may provide a defence for the shipper or the documentary shipper applies in any judicial or arbitral proceeding, whether founded in contract, in tort, or otherwise, that is instituted against the shipper, the documentary shipper, or their subcontractors, agents or employees.

Chapter 2 Scope of application

Article 5 General scope of application

1. Subject to article 6, this Convention applies to contracts of carriage in which the place of receipt and the place of delivery are in different States, and the port of loading of a sea carriage and the port of discharge of the same sea carriage are in different States, if, according to the contract of carriage, any one of the following places is located in a Contracting State:
 - (a) The place of receipt;
 - (b) The port of loading;
 - (c) The place of delivery; or
 - (d) The port of discharge.
2. This Convention applies without regard to the nationality of the vessel, the carrier, the performing parties, the shipper, the consignee, or any other interested parties.

第36條第1項(b)款、(c)款及(d)款、第40條第4項(b)款、第44條、第48條第3項、第51條第1項(b)款、第59條第1項、第63條、第66條及第80條第2項及第5項所規定之通知、確認、同意、約定、聲明及其他通訊應採用書面方式。然經收發當事人同意者，得為此目的使用電子通訊。

第4條 抗辯及責任限制之適用

1. 本公約任何有關運送人得主張抗辯或責任限制之規定，無論是基於契約關係、侵權行為或其他基礎，就運送契約所涉貨物之滅失、毀損或交貨遲延或就違反本公約所規定之任何其他義務，對下列之人所提起之任何司法或仲裁程序，均適用之：
 - (a) 運送人或海運履約運送人；
 - (b) 船長、船員或於服務於船上之其他任何人；或
 - (c) 運送人或海運履約運送人之受雇人。
2. 本公約任何有關託運人或單證託運人得主張抗辯之規定，無論是基於契約關係、侵權行為或其他基礎，對託運人、單證託運人或其次契約人、代理人或受雇人所提起之任何司法或仲裁程序，均適用之。

第2章 適用範圍

第5條 一般適用範圍

1. 除第6條另有規定外，本公約適用於收貨地及交貨地位於不同國家，且海上運送裝貨港及同一海上運送之卸貨港位於不同國家之運送契約，且依運送契約，下列地點之一位於任一締約國境內者：
 - (a) 收貨地；
 - (b) 裝貨港；
 - (c) 交貨地；或
 - (d) 卸貨港。
2. 適用本公約時，不應考慮船舶、運送人、履約運送人、託運人、受貨人或其他任何利害關係人之國籍。

Article 6 Specific exclusions

1. This Convention does not apply to the following contracts in liner transportation:
 - (a) Charter parties; and
 - (b) Other contracts for the use of a ship or of any space thereon.
2. This Convention does not apply to contracts of carriage in non-liner transportation except when:
 - (a) There is no charter party or other contract between the parties for the use of a ship or of any space thereon; and
 - (b) A transport document or an electronic transport record is issued.

Article 7 Application to certain parties

Notwithstanding article 6, this Convention applies as between the carrier and the consignee, controlling party or holder that is not an original party to the charter party or other contract of carriage excluded from the application of this Convention. However, this Convention does not apply as between the original parties to a contract of carriage excluded pursuant to article 6.

Chapter 3 Electronic transport records

Article 8 Use and effect of electronic transport records

Subject to the requirements set out in this Convention:

- (a) Anything that is to be in or on a transport document under this Convention may be recorded in an electronic transport record, provided the issuance and subsequent use of an electronic transport record is with the consent of the carrier and the shipper; and
- (b) The issuance, exclusive control, or transfer of an electronic transport record has the same effect as the issuance, possession, or transfer of a transport document.

Article 9 Procedures for use of negotiable electronic transport records

1. The use of a negotiable electronic transport record shall be subject to procedures that provide for:
 - (a) The method for the issuance and the transfer of that record to an intended holder;
 - (b) An assurance that the negotiable electronic transport record retains its integrity;
 - (c) The manner in which the holder is able to demonstrate that

第6條 特別除外適用

1. 本公約不適用下列契約下之班輪運送：
 - (a) 租傭船契約；及
 - (b) 使用船舶或其任何艙間之其他契約。
2. 本公約不適用於非班輪運送之運送契約，然下列情形除外：
 - (a) 當事人間並無使用船舶或其任何艙間之租傭船契約或其他契約；且
 - (b) 已簽發運送單證或電子運送記錄。

第7條 對某些人之適用

無論第6條規定為何，如受貨人、控制方或持有人非被排除於本公約適用範圍外之租傭船契約或其他運送契約之原始當事人，本公約仍適用於運送人與該等人之間。然如當事人為依據第6條被排除在外之運送契約原始當事人，本公約即不適用於該等原始當事人之間。

第3章 電子運送記錄

第8條 電子運送記錄之使用及效力

於適用本公約所定要求之情況下：

- (a) 依本公約應於運送單證上載明之內容，均得於電子運送記錄中予以載明，然電子運送記錄之簽發及隨後之使用應獲得運送人及託運人之同意；且
- (b) 電子運送記錄之簽發、專屬控制或轉讓，與運送單證之簽發、占有或轉讓具有同等效力。

第9條 可轉讓電子運送記錄之使用程序

1. 可轉讓電子運送記錄之使用應遵守包含下列內容之程序：
 - (a) 向預期持有人簽發及轉讓可轉讓電子運送記錄之方法；
 - (b) 可轉讓電子運送記錄保持其完整性之確保；
 - (c) 持有人能證明其持有人身份之方

it is the holder; and

(d) The manner of providing confirmation that delivery to the holder has been effected, or that, pursuant to articles 10, paragraph 2, or 47, subparagraphs 1 (a) (ii) and (c), the electronic transport record has ceased to have any effect or validity.

2. The procedures in paragraph 1 of this article shall be referred to in the contract particulars and be readily ascertainable.

Article 10 Replacement of negotiable transport document or negotiable electronic transport record

1. If a negotiable transport document has been issued and the carrier and the holder agree to replace that document by a negotiable electronic transport record:

(a) The holder shall surrender the negotiable transport document, or all of them if more than one has been issued, to the carrier;

(b) The carrier shall issue to the holder a negotiable electronic transport record that includes a statement that it replaces the negotiable transport document; and

(c) The negotiable transport document ceases thereafter to have any effect or validity.

2. If a negotiable electronic transport record has been issued and the carrier and the holder agree to replace that electronic transport record by a negotiable transport document:

(a) The carrier shall issue to the holder, in place of the electronic transport record, a negotiable transport document that includes a statement that it replaces the negotiable electronic transport record; and

(b) The electronic transport record ceases thereafter to have any effect or validity.

Chapter 4 Obligations of the carrier

Article 11 Carriage and delivery of the goods

The carrier shall, subject to this Convention and in accordance with the terms of the contract of carriage, carry the goods to the place of destination and deliver them to the consignee.

Article 12 Period of responsibility of the carrier

1. The period of responsibility of the carrier for the goods under this Convention begins when the carrier or a performing party receives the goods for carriage and ends when the goods are delivered.

2.

(a) If the law or regulations of the place of receipt require the

式；及

(d) 已向持有人交付貨物之確認方式，或依據第10條第2項或第47條(a)項(ii)款及(c)項，可轉讓電子運送記錄已失去效力之確認方式。

2. 本條第1項之程序應於契約明細中予以載明且易於辨識。

第10條 可轉讓運送單證或可轉讓電子運送記錄之替換

1. 如已簽發可轉讓運送單證，且運送人與持有人約定以可轉讓電子運送記錄替換該運送單證者：

(a) 持有人應向運送人繳還該運送單證，如該單證之簽發超過一份，則應繳還所有單證；

(b) 運送人應向持有人簽發一份可轉讓電子運送紀錄，其中應包括一項替換該運送單證之聲明；且

(c) 該運送單證隨即失去效力。

2. 如已簽發可轉讓電子運送記錄，且運送人與持有人約定以可轉讓運送單證替換該電子運送記錄者：

(a) 運送人應向持有人簽發一份替換該電子運送記錄之可轉讓運送單證，其中應包括一項替換該電子運送記錄之聲明；且

(b) 該電子運送記錄隨即失去效力。

第4章 運送人義務

第11條 貨物之運送及交付

運送人應依本公約，依照運送契約之約定將貨物運至目的地並交付給受貨人。

第12條 運送人義務期間

1. 運送人依本公約對於貨物之義務期間，自運送人或履約運送人為運送而收受貨物時起，至交付貨物時為止。

2.

(a) 如收貨地之法律或規章要求將貨

goods to be handed over to an authority or other third party from which the carrier may collect them, the period of responsibility of the carrier begins when the carrier collects the goods from the authority or other third party.

(b) If the law or regulations of the place of delivery require the carrier to hand over the goods to an authority or other third party from which the consignee may collect them, the period of responsibility of the carrier ends when the carrier hands the goods over to the authority or other third party.

3. For the purpose of determining the carrier's period of responsibility, the parties may agree on the time and location of receipt and delivery of the goods, but a provision in a contract of carriage is void to the extent that it provides that:

(a) The time of receipt of the goods is subsequent to the beginning of their initial loading under the contract of carriage; or

(b) The time of delivery of the goods is prior to the completion of their final unloading under the contract of carriage.

Article 13 Specific obligations

1. The carrier shall during the period of its responsibility as defined in article 12, and subject to article 26, properly and carefully receive, load, handle, stow, carry, keep, care for, unload and deliver the goods.

2. Notwithstanding paragraph 1 of this article, and without prejudice to the other provisions in chapter 4 and to chapters 5 to 7, the carrier and the shipper may agree that the loading, handling, stowing or unloading of the goods is to be performed by the shipper, the documentary shipper or the consignee. Such an agreement shall be referred to in the contract particulars.

Article 14 Specific obligations applicable to the voyage by sea

The carrier is bound before, at the beginning of, and during the voyage by sea to exercise due diligence to:

(a) Make and keep the ship seaworthy;

(b) Properly crew, equip and supply the ship and keep the ship so crewed, equipped and supplied throughout the voyage; and

(c) Make and keep the holds and all other parts of the ship in which the goods are carried, and any containers supplied by the carrier in or upon which the goods are carried, fit and safe for their reception, carriage and preservation.

物交給某機關或其他第三人，而運送人可從該機關或該其他第三人處提取貨物者，運送人義務期間自運送人從該機關或該其他第三人提取貨物時開始。

(b) 交貨地法律或規章要求將貨物交給某機關或其他第三人，受貨人可從該機關或該其他第三人處提領貨物者，運送人義務期間至運送人將貨物交給該機關或該其他第三人時終止。

3. 為確定運送人義務期間之目的，各方當事人可約定接收及交付貨物之時間及地點，然運送契約條款為下述規定者，該條款之約定範圍無效：

(a) 接收貨物之時間為依運送契約開始最初裝貨之後；或

(b) 交付貨物之時間為依運送契約完成最後卸貨之前。

第13條 具體義務

1. 於第12條所規定之義務期間內，除第26條另有規定外，運送人應謹慎注意地為貨物之收受、裝載、搬移、堆存、運送、保管、看守、卸載及交付。

2. 不論本條第1項規定為何，於不影響第4章其他規定及第5章至第7章規定之情況下，運送人與託運人可約定由託運人、單證託運人或受貨人為貨物之裝載、搬移、堆存或卸載。該約定應於契約明細中予以載明。

第14條 適用於海上航程之具體義務

運送人於開航前、開航時及於海上航程中就下列事項應為適當注意：

(a) 使船舶處於且保持適航能力；

(b) 適當地配備船員、裝備船舶及為船舶之供應，且於整個航程中保持該配備、裝備及供應；且

(c) 使船舶之貨艙及所有其他載貨處所，包括運送人所提供之貨櫃，適於且能安全為貨物之受載、運送及保存。

Article 15 Goods that may become a danger

Notwithstanding articles 11 and 13, the carrier or a performing party may decline to receive or to load, and may take such other measures as are reasonable, including unloading, destroying, or rendering goods harmless, if the goods are, or reasonably appear likely to become during the carrier's period of responsibility, an actual danger to persons, property or the environment.

Article 16 Sacrifice of the goods during the voyage by sea

Notwithstanding articles 11, 13, and 14, the carrier or a performing party may sacrifice goods at sea when the sacrifice is reasonably made for the common safety or for the purpose of preserving from peril human life or other property involved in the common adventure.

Chapter 5 Liability of the carrier for loss, damage or delay

Article 17 Basis of liability

1. The carrier is liable for loss of or damage to the goods, as well as for delay in delivery, if the claimant proves that the loss, damage, or delay, or the event or circumstance that caused or contributed to it took place during the period of the carrier's responsibility as defined in chapter 4.
2. The carrier is relieved of all or part of its liability pursuant to paragraph 1 of this article if it proves that the cause or one of the causes of the loss, damage, or delay is not attributable to its fault or to the fault of any person referred to in article 18.
3. The carrier is also relieved of all or part of its liability pursuant to paragraph 1 of this article if, alternatively to proving the absence of fault as provided in paragraph 2 of this article, it proves that one or more of the following events or circumstances caused or contributed to the loss, damage, or delay:
 - (a) Act of God;
 - (b) Perils, dangers, and accidents of the sea or other navigable waters;
 - (c) War, hostilities, armed conflict, piracy, terrorism, riots, and civil commotions;
 - (d) Quarantine restrictions; interference by or impediments created by governments, public authorities, rulers, or people including detention, arrest, or seizure not attributable to the carrier or any person referred to in

第15條 可能構成危險之貨物

無論第11條及第13條規定為何，如貨物已對或合理顯示可能會於運送人義務期間內對人員、財產或環境造成實際危險，運送人或履約運送人可拒絕收受或裝載該貨物，且可採取包括將貨物卸載、銷毀或使之無害等其他合理措施。

第16條 海上航程期間犧牲貨物

無論第11條、第13條及第14條規定為何，為共同安全或為保全共同海事冒險之人命及其他財產免於危險而有犧牲貨物之合理必要時，運送人或履約運送人得於海上為貨物之犧牲。

第5章 運送人對滅失、毀損或遲延之責任

第17條 賠償責任基礎

1. 如求償人證明貨物滅失、毀損或遲延交付，或造成或促成滅失、毀損或遲延交付之事故或狀況於第4章所規定之運送人義務期間內發生者，運送人應負責貨物之滅失、毀損及遲延交付。
2. 如經證明滅失、毀損或遲延交付係不可歸責於運送人本人之過失或第18條所述任何人過失之某原因或數原因所致，運送人免除其於本條第1項所負之全部或一部之責任。
3. 除經證明無本條第2項所規定之疏失情況之外，如滅失、毀損或遲延交付經證明為下列一或數事故或狀況所致或所生，運送人亦免除其於本條第1項所負全部或一部之責任：
 - (a) 天災；
 - (b) 海上或其他航行水域之風險、危險及意外事故；
 - (c) 戰爭、敵對行動、武裝衝突、海盜、恐怖活動、騷亂及民變；
 - (d) 檢疫限制；政府、政府機關、統治者或人民的干涉或所造成之障礙，包括非由運送人或第18條所述任何人所造成之滯留、假扣押

- article 18;
- (e) Strikes, lockouts, stoppages, or restraints of labour;
 - (f) Fire on the ship;
 - (g) Latent defects not discoverable by due diligence;
 - (h) Act or omission of the shipper, the documentary shipper, the controlling party, or any other person for whose acts the shipper or the documentary shipper is liable pursuant to article 33 or 34;
 - (i) Loading, handling, stowing, or unloading of the goods performed pursuant to an agreement in accordance with article 13, paragraph 2, unless the carrier or a performing party performs such activity on behalf of the shipper, the documentary shipper or the consignee;
 - (j) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;
 - (k) Insufficiency or defective condition of packing or marking not performed by or on behalf of the carrier;
 - (l) Saving or attempting to save life at sea;
 - (m) Reasonable measures to save or attempt to save property at sea;
 - (n) Reasonable measures to avoid or attempt to avoid damage to the environment; or
 - (o) Acts of the carrier in pursuance of the powers conferred by articles 15 and 16.
4. Notwithstanding paragraph 3 of this article, the carrier is liable for all or part of the loss, damage, or delay:
- (a) If the claimant proves that the fault of the carrier or of a person referred to in article 18 caused or contributed to the event or circumstance on which the carrier relies; or
 - (b) If the claimant proves that an event or circumstance not listed in paragraph 3 of this article contributed to the loss, damage, or delay, and the carrier cannot prove that this event or circumstance is not attributable to its fault or to the fault of any person referred to in article 18.
5. The carrier is also liable, notwithstanding paragraph 3 of this article, for all or part of the loss, damage, or delay if:
- (a) The claimant proves that the loss, damage, or delay was or was probably caused by or contributed to by (i) the unseaworthiness of the ship; (ii) the improper crewing, equipping, and supplying of the ship; or (iii) the fact that the holds or other parts of the ship in which the goods are carried, or any containers supplied by the carrier in or upon which the goods are carried, were not fit and safe for reception, carriage, and preservation of the goods; and
 - (b) The carrier is unable to prove either that: (i) none of the
- 或扣押；
 - (e) 罷工、閉廠、停工或勞動限制；
 - (f) 船上失火；
 - (g) 經謹慎注意仍無法發現之隱有瑕疵；
 - (h) 託運人、單證託運人、控制方或依第33條或第34條託運人或單證託運人對其行為應承擔責任之其他任何人之作為或不作為；
 - (i) 依第13條第2項所述之協議所進行之貨物裝載、搬移、堆存或卸載，然以非運送人或履約運送人代表託運人、單證託運人或受貨人執行該作業為限；
 - (j) 因貨物固有瑕疵、品質或缺陷所造成之數量或重量耗損或其他任何滅失或毀損；
 - (k) 非因運送人或其代理人所為之包裝不良或標誌欠缺或不清；
 - (l) 救助或意圖救助海上人命；
 - (m) 救助或意圖救助海上財產之合理措施；
 - (n) 避免或意圖避免對環境造成危害之合理措施；或
 - (o) 運送人依第15條及第16條所賦予之權利之作為。
4. 無論本條第3項規定為何，運送人應負責下列情況之全部或一部滅失、毀損或遲延交付：
- (a) 如求償人證明運送人所主張之事故或狀況為運送人或第18條所述之人之過失所致或所生；或
 - (b) 如求償人證明滅失、毀損或遲延交付為本條第3項所列事故或狀況以外之事故或情形所致，且運送人無法證明該事故狀況既無法歸責於本人之過失，亦無法歸責於第18條所述任何人之過失。
5. 無論本條第3項規定為何，於下列情況下，運送人應負責下列情況之全部或一部滅失、毀損或遲延交付：
- (a) 求償人證明造成或可能造成，促成或可能促成滅失、毀損或遲延交付之原因為(i)船舶不適航；(ii) 配備船員、裝備船舶及物料供應不當；或(iii)貨艙或船舶其他載貨處所(包括由運送人提供之載貨貨櫃)不適宜且無法安全受載、運送及保存貨物；且
 - (b) 運送人無法證明：(i)本條第5項(a)

events or circumstances referred to in subparagraph 5 (a) of this article caused the loss, damage, or delay; or (ii) it complied with its obligation to exercise due diligence pursuant to article 14.

6. When the carrier is relieved of part of its liability pursuant to this article, the carrier is liable only for that part of the loss, damage or delay that is attributable to the event or circumstance for which it is liable pursuant to this article.

Article 18 Liability of the carrier for other persons

The carrier is liable for the breach of its obligations under this Convention caused by the acts or omissions of:

- (a) Any performing party;
- (b) The master or crew of the ship;
- (c) Employees of the carrier or a performing party; or
- (d) Any other person that performs or undertakes to perform any of the carrier's obligations under the contract of carriage, to the extent that the person acts, either directly or indirectly, at the carrier's request or under the carrier's supervision or control.

Article 19 Liability of maritime performing parties

1. A maritime performing party is subject to the obligations and liabilities imposed on the carrier under this Convention and is entitled to the carrier's defences and limits of liability as provided for in this Convention if:
 - (a) The maritime performing party received the goods for carriage in a Contracting State, or delivered them in a Contracting State, or performed its activities with respect to the goods in a port in a Contracting State; and
 - (b) The occurrence that caused the loss, damage or delay took place: (i) during the period between the arrival of the goods at the port of loading of the ship and their departure from the port of discharge from the ship **and either** (ii) while the maritime performing party had custody of the goods; or (iii) at any other time to the extent that it was participating in the performance of any of the activities contemplated by the contract of carriage.
2. If the carrier agrees to assume obligations other than those imposed on the carrier under this Convention, or agrees that the limits of its liability are higher than the limits specified under this Convention, a maritime performing party is not bound by this agreement unless it expressly agrees to accept such obligations or such higher limits.
3. A maritime performing party is liable for the breach of its obligations under this Convention caused by the acts or omissions of any person to which it has entrusted the

款所述任何事故或狀況未造成滅失、毀損或遲延交付；亦無法證明(ii)運送人已遵守第14條所規定之謹慎注意義務。

6. 運送人依本條規定得免除其部分責任者，運送人僅對依本條應由其負責之事件或狀況所造成之部分滅失、毀損或遲延交付負其責任。

第18條 運送人為其他人負賠償責任

運送人應負責下列之人違反本公約有關運送人之義務規定之作為或不作為：

- (a) 任何履約運送人；
- (b) 船長或船員；
- (c) 運送人或履約運送人之受雇人；或
- (d) 履行或承諾履行運送契約所規定之運送人義務之其他任何人，然以該人依運送人之要求或於運送人之監督或控制下直接或間接作為者為限。

第19條 海運履約運送人之責任

1. 於下列情況下，海運履約運送人應承擔本公約所課以運送人之義務及責任，且有權享有本公約賦予運送人之抗辯及責任限制：
 - (a) 海運履約運送人於一締約國為運送而收受貨物或於一締約國交付貨物，或於一締約國某港口履行與貨物有關之各種作業；且
 - (b) 造成滅失、毀損或遲延交付之事件發生於：(i) 貨物抵達船舶裝貨港至貨物離開船舶卸貨港期間；**以及**(ii) 貨物於海運履約運送人掌管期間內；或(iii) 海運履約運送人參與履行運送契約所列任何作業之其他任何時間內。
2. 運送人同意承擔本公約課以其義務範圍之外之義務，或同意責任限額高於本公約所規定之限額，海運履約運送人不受該約定之約束，然海運履約運送人明確同意接受該義務或該更高限額者除外。
3. 海運履約運送人應負責受其委託履行依本條第1項所載情況之運送契約任何運送人義務之任何人，因其

performance of any of the carrier's obligations under the contract of carriage under the conditions set out in paragraph 1 of this article.

4. Nothing in this Convention imposes liability on the master or crew of the ship or on an employee of the carrier or of a maritime performing party.

Article 20 Joint and several liability

1. If the carrier and one or more maritime performing parties are liable for the loss of, damage to, or delay in delivery of the goods, their liability is joint and several but only up to the limits provided for under this Convention.
2. Without prejudice to article 61, the aggregate liability of all such persons shall not exceed the overall limits of liability under this Convention.

Article 21 Delay

Delay in delivery occurs when the goods are not delivered at the place of destination provided for in the contract of carriage within the time agreed.

Article 22 Calculation of compensation

1. Subject to article 59, the compensation payable by the carrier for loss of or damage to the goods is calculated by reference to the value of such goods at the place and time of delivery established in accordance with article 43.
2. The value of the goods is fixed according to the commodity exchange price or, if there is no such price, according to their market price or, if there is no commodity exchange price or market price, by reference to the normal value of the goods of the same kind and quality at the place of delivery.
3. In case of loss of or damage to the goods, the carrier is not liable for payment of any compensation beyond what is provided for in paragraphs 1 and 2 of this article except when the carrier and the shipper have agreed to calculate compensation in a different manner within the limits of chapter 16.

Article 23 Notice in case of loss, damage or delay

1. The carrier is presumed, in absence of proof to the contrary, to have delivered the goods according to their description in the contract particulars unless notice of loss of or damage to the goods, indicating the general nature of such loss or damage, was given to the carrier or the performing party that delivered the goods before or at the time of the delivery, or, if the loss

作為或不作為而違反本公約義務之責任。

4. 本公約並未課予船舶之船長或船員、運送人或海運履約運送人之受雇人之責任。

第20條 連帶賠償責任

1. 如有運送人及一或更多海運履約運送人應負責貨物之滅失、毀損或交付遲延時，其責任應為連帶責任，然應受限於本公約所規定之限額。
2. 於不損及第61條規定之情況下，上述所有之人之累計責任不應超過本公約所規定之責任總限額。

第21條 遲延

貨物未於協議時間內於運送契約所約定之目的地交付貨物，為遲延交付。

第22條 賠償額之計算

1. 於適用第59條規定之情況下，運送人對於貨物滅失或毀損應支付之賠償額，應參照貨物於依據第43條所確定之交貨地及交貨時之價值計算之。
2. 貨物之價值依據商品交易價格確定之，無此種價格者，依據其市場價格確定之，既無商品交易價格又無市場價格者，則參照交貨地同種類及同品質貨物之通常價值確定之。
3. 於貨物發生滅失或毀損時，運送人對超過本條第1項及第2項所規定之賠償額不負任何賠償責任，然運送人與託運人於第16章所規定之責任限制內有約定賠償額之不同計算方法者除外。

第23條 滅失、毀損或遲延時之通知

1. 除已於交貨前或交貨當時，或於滅失或毀損不明顯之情況下，於交貨後交貨地七工作日內向運送人或向實際交付貨物之履約運送人提交載明該滅失或毀損一般性質之貨物滅失或毀損通知外，於無反證之情況

- or damage is not apparent, within seven working days at the place of delivery after the delivery of the goods.
2. Failure to provide the notice referred to in this article to the carrier or the performing party shall not affect the right to claim compensation for loss of or damage to the goods under this Convention, nor shall it affect the allocation of the burden of proof set out in article 17.
 3. The notice referred to in this article is not required in respect of loss or damage that is ascertained in a joint inspection of the goods by the person to which they have been delivered and the carrier or the maritime performing party against which liability is being asserted.
 4. No compensation in respect of delay is payable unless notice of loss due to delay was given to the carrier within twenty-one consecutive days of delivery of the goods.
 5. When the notice referred to in this article is given to the performing party that delivered the goods, it has the same effect as if that notice was given to the carrier, and notice given to the carrier has the same effect as a notice given to a maritime performing party.
 6. In the case of any actual or apprehended loss or damage, the parties to the dispute shall give all reasonable facilities to each other for inspecting and tallying the goods and shall provide access to records and documents relevant to the carriage of the goods.

Chapter 6 Additional provisions relating to particular stages of carriage

Article 24 Deviation

When pursuant to applicable law a deviation constitutes a breach of the carrier's obligations, such deviation of itself shall not deprive the carrier or a maritime performing party of any defence or limitation of this Convention, except to the extent provided in article 61.

Article 25 Deck cargo on ships

1. Goods may be carried on the deck of a ship only if:
 - (a) Such carriage is required by law;
 - (b) They are carried in or on containers or vehicles that are fit for deck carriage, and the decks are specially fitted to carry such containers or vehicles; or
 - (c) The carriage on deck is in accordance with the contract of carriage, or the customs, usages or practices of the trade in question.
2. The provisions of this Convention relating to the liability of

下，應推定運送人已依契約明細中有關貨物的記載為貨物之交付。

2. 未向運送人或履約運送人提交本條所述之通知，不影響依本公約對貨物滅失或毀損求償之權利，亦不影響第17條所規定之舉證責任分擔。
3. 受領貨物之人與運送人或與當時被請求承擔責任之海運履約運送人如已對貨物進行聯合檢查，則無須再就聯合檢查所確認之滅失或毀損提交本條所述之通知。
4. 除於交貨後二十一連續日內向運送人提交遲延造成損失之通知外，運送人無須就遲延支付任何賠償。
5. 向實際交付貨物之履約運送人提交本條所述之通知，與向運送人提交該通知具有同等效力；向運送人提交通知，與向海運履約運送人提交通知具有同等效力。
6. 如有任何實際或疑慮可能發生滅失或毀損時，爭議各方當事人應就核對及清點貨物相互提供一切合理便利，且應提供貨物運送有關記錄及單證之查詢。

第6章 有關特定運送階段之額外規定

第24條 偏航

如依任何可適用之法律，偏航構成運送人違反其義務者，除第61條規定外，該偏航本身不得剝奪運送人或海運履約運送人於本公約所規定之任何抗辯或責任限制權利。

第25條 船上甲板貨

1. 僅於下列情況，始得船上甲板上為貨物之載運：
 - (a) 法律要求為該運送者；
 - (b) 貨物載於適合甲板運送之貨櫃內或公路、鐵路貨運車輛內，而船舶甲板係專門適於載運此類貨櫃或公路、鐵路貨運車輛者；或
 - (c) 甲板運送符合運送契約或相關商業習慣、慣例及實務。
2. 本公約有關運送人責任之規定，適

the carrier apply to the loss of, damage to or delay in the delivery of goods carried on deck pursuant to paragraph 1 of this article, but the carrier is not liable for loss of or damage to such goods, or delay in their delivery, caused by the special risks involved in their carriage on deck when the goods are carried in accordance with subparagraphs 1 (a) or (c) of this article.

3. If the goods have been carried on deck in cases other than those permitted pursuant to paragraph 1 of this article, the carrier is liable for loss of or damage to the goods or delay in their delivery that is exclusively caused by their carriage on deck, and is not entitled to the defences provided for in article 17.
4. The carrier is not entitled to invoke subparagraph 1 (c) of this article against a third party that has acquired a negotiable transport document or a negotiable electronic transport record in good faith, unless the contract particulars state that the goods may be carried on deck.
5. If the carrier and shipper expressly agreed that the goods would be carried under deck, the carrier is not entitled to the benefit of the limitation of liability for any loss of, damage to or delay in the delivery of the goods to the extent that such loss, damage, or delay resulted from their carriage on deck.

Article 26 Carriage preceding or subsequent to sea carriage

When loss of or damage to goods, or an event or circumstance causing a delay in their delivery, occurs during the carrier's period of responsibility but solely before their loading onto the ship or solely after their discharge from the ship, the provisions of this Convention do not prevail over those provisions of another international instrument that, at the time of such loss, damage or event or circumstance causing delay:

- (a) Pursuant to the provisions of such international instrument would have applied to all or any of the carrier's activities if the shipper had made a separate and direct contract with the carrier in respect of the particular stage of carriage where the loss of, or damage to goods, or an event or circumstance causing delay in their delivery occurred;
- (b) Specifically provide for the carrier's liability, limitation of liability, or time for suit; and
- (c) Cannot be departed from by contract either at all or to the detriment of the shipper under that instrument.

Chapter 7 Obligations of the shipper to the carrier

Article 27 Delivery for carriage

1. Unless otherwise agreed in the contract of carriage, the shipper shall deliver the goods ready for carriage. In any

用於依本條第1項於甲板上載運貨物之滅失、毀損或遲延交付，然依本條第1項(a)款或(c)款載運貨物者，對甲板載運貨物所涉及之特殊風險而造成之貨物滅失、毀損或遲延交付，運送人不負賠償責任。

3. 甲板上載運貨物非本條第1項所准許者，對完全因甲板載運貨物所造成之貨物滅失、毀損或遲延交付，運送人應負賠償責任，且無權享有第17條規定之抗辯。
4. 第三人善意取得可轉讓運送單證或可轉讓電子運送記錄時，運送人無權對該人主張本條第1項(c)款規定，然契約明細載明得為甲板上載運貨物者除外。
5. 運送人與託運人明確約定貨物應裝載於艙內，如貨物被裝載於甲板而造成任何滅失、毀損或遲延交付，就該滅失、毀損或遲延交付，運送人無權享有責任限制之利益。

第26條 海上運送前或後之運送

如貨物滅失、毀損或造成遲延交付之事件或狀況發生於運送人義務期間內，然發生之時間係完全於貨物裝載上船之前或完全於貨物卸船之後，就發生該滅失、毀損或造成遲延交付之事件或狀況時，本公約之規定不得優先於其他國際公約之下列規定：

- (a) 依該國際公約規定，如託運人已就發生貨物滅失、毀損或造成貨物遲延交付之事故或狀況之特定運送階段與運送人訂有單獨及直接之契約，即應適用於運送人全部作業或任何作業之規定；
- (b) 針對運送人責任、責任限制或訴訟時效之具體規定；及
- (c) 依該公約，不得以契約方式完全背離或損及託運人之規定。

第7章 託運人對運送人之義務

第27條 交付運送

1. 除運送契約另有約定外，託運人應交付備妥待運之貨物。於任何情況

event, the shipper shall deliver the goods in such condition that they will withstand the intended carriage, including their loading, handling, stowing, lashing and securing, and unloading, and that they will not cause harm to persons or property.

2. The shipper shall properly and carefully perform any obligation assumed under an agreement made pursuant to article 13, paragraph 2.
3. When a container is packed or a vehicle is loaded by the shipper, the shipper shall properly and carefully stow, lash and secure the contents in or on the container or vehicle, and in such a way that they will not cause harm to persons or property.

Article 28 Cooperation of the shipper and the carrier in providing information and instructions

The carrier and the shipper shall respond to requests from each other to provide information and instructions required for the proper handling and carriage of the goods if the information is in the requested party's possession or the instructions are within the requested party's reasonable ability to provide and they are not otherwise reasonably available to the requesting party.

Article 29 Shipper's obligation to provide information, instructions and documents

1. The shipper shall provide to the carrier in a timely manner such information, instructions and documents relating to the goods that are not otherwise reasonably available to the carrier, and that are reasonably necessary:
 - (a) For the proper handling and carriage of the goods, including precautions to be taken by the carrier or a performing party; and
 - (b) For the carrier to comply with law, regulations or other requirements of public authorities in connection with the intended carriage, provided that the carrier notifies the shipper in a timely manner of the information, instructions and documents it requires.
2. Nothing in this article affects any specific obligation to provide certain information, instructions and documents related to the goods pursuant to law, regulations or other requirements of public authorities in connection with the intended carriage.

Article 30 Basis of shipper's liability to the carrier

1. The shipper is liable for loss or damage sustained by the carrier if the carrier proves that such loss or damage was

下，託運人所交付之貨物應處於能承受預定運送之狀態，包括貨物之裝載、搬移、堆存、繫固、加固及卸載，且不會造成人員或財產之損害。

2. 依第13條第2項訂有協議者，託運人應妥善謹慎地履行依該協議所承擔之任何義務。
3. 託運人所裝填之貨櫃或公路、鐵路貨運車輛，託運人應當妥善且謹慎地堆放、繫固及加固貨櫃內或公路、鐵路貨運車輛內之貨物，使之不會造成人員或財產之損害。

第28條 託運人與運送人在提供資訊及指示方面之合作

如有關貨物正確搬移及運送之資訊處於被請求人之掌控之下，或有關貨物正確搬移及運送之指示處於被請求人能合理提供之範圍內，且請求人無法以其他合理方式獲取該資訊及指示者，運送人及託運人應就對方提出有關提供該資訊及指示之請求為回應。

第29條 託運人提供資訊、指示及文件之義務

1. 託運人應及時向運送人提供運送人無法以其他合理方式獲取，且為下述目的而合理所需之有關貨物之資訊、指示及文件：
 - (a) 為正確搬移及運送貨物，包括由運送人或履約運送人採取預防措施；且
 - (b) 為使運送人遵守政府機關有關預定運送之法律、規章或其他要求，然運送人須及時將其所需要之資訊、指示及文件事宜通知託運人。
2. 本條規定不影響依據政府機關有關預定運送之法律、規章或其他要求，提供有關貨物之某些資訊、指示及文件之任何特定義務。

第30條 託運人對運送人之責任基礎

1. 如運送人能證明其所遭受之損失或損害為託運人違反本公約之義務所

caused by a breach of the shipper's obligations under this Convention.

2. Except in respect of loss or damage caused by a breach by the shipper of its obligations pursuant to articles 31, paragraph 2, and 32, the shipper is relieved of all or part of its liability if the cause or one of the causes of the loss or damage is not attributable to its fault or to the fault of any person referred to in article 34.
3. When the shipper is relieved of part of its liability pursuant to this article, the shipper is liable only for that part of the loss or damage that is attributable to its fault or to the fault of any person referred to in article 34.

Article 31 Information for compilation of contract particulars

1. The shipper shall provide to the carrier, in a timely manner, accurate information required for the compilation of the contract particulars and the issuance of the transport documents or electronic transport records, including the particulars referred to in article 36, paragraph 1; the name of the party to be identified as the shipper in the contract particulars; the name of the consignee, if any; and the name of the person to whose order the transport document or electronic transport record is to be issued, if any.
2. The shipper is deemed to have guaranteed the accuracy at the time of receipt by the carrier of the information that is provided according to paragraph 1 of this article. The shipper shall indemnify the carrier against loss or damage resulting from the inaccuracy of such information.

Article 32 Special rules on dangerous goods

When goods by their nature or character are, or reasonably appear likely to become, a danger to persons, property or the environment:

- (a) The shipper shall inform the carrier of the dangerous nature or character of the goods in a timely manner before they are delivered to the carrier or a performing party. If the shipper fails to do so and the carrier or performing party does not otherwise have knowledge of their dangerous nature or character, the shipper is liable to the carrier for loss or damage resulting from such failure to inform; and
- (b) The shipper shall mark or label dangerous goods in accordance with any law, regulations or other requirements of public authorities that apply during any stage of the intended carriage of the goods. If the shipper fails to do so, it is liable to the carrier for loss or damage resulting from such failure.

致，託運人應負責賠償之。

2. 除託運人違反第31條第2項及第32條規定之義務所致損失或損害外，如損失或損害非導因其疏失或第34條所述之任何人之疏失所致，託運人應被免除其責任之全部或一部。
3. 託運人依本條免除其部分責任時，託運人負責因本人之疏失或第34條所述任何人之疏失所致之該部分損失或損害。

第31條 編輯契約明細所需資料

1. 託運人應及時向運送人提供為編輯契約明細及簽發運送單證或電子運送記錄所需正確資料，包括第36條第1項所述事項；契約明細中擬載明為託運人之當事人名稱；如有受貨人，受貨人名稱；須待指示簽發運送單證或電子運送記錄，指示人之名稱。
2. 託運人應視為其已擔保運送人所收到本條第1項資料時之正確無訛。託運人應負責就該資料不正確所致運送人之損失或損害。

第32條 危險貨物之特別規則

如貨物因本身性質或特性會造成或合理顯示可能會對人員、財產或環境造成危險者：

- (a) 託運人應於貨物交付運送人或履約運送人之前，及時將貨物危險性質或特性通知運送人。託運人未履行此項義務且運送人或履約運送人無法以其他方式知曉貨物危險性質或特性者，託運人應負責未為通知所致運送人之損失或損害；及
- (b) 託運人應就貨物預定運送任何階段所適用之政府機關法律、規章或其他要求，對危險貨物加上標誌或標籤。託運人未履行此義務，託運人應負責運送人因此所致之損失或損害。

Article 33 Assumption of shipper's rights and obligations by the documentary shipper

1. A documentary shipper is subject to the obligations and liabilities imposed on the shipper pursuant to this chapter and pursuant to article 55, and is entitled to the shipper's rights and defences provided by this chapter and by chapter 13.
2. Paragraph 1 of this article does not affect the obligations, liabilities, rights or defences of the shipper.

Article 34 Liability of the shipper for other persons

The shipper is liable for the breach of its obligations under this Convention caused by the acts or omissions of any person, including employees, agents and subcontractors, to which it has entrusted the performance of any of its obligations, but the shipper is not liable for acts or omissions of the carrier or a performing party acting on behalf of the carrier, to which the shipper has entrusted the performance of its obligations.

Chapter 8 Transport documents and electronic transport records

Article 35 Issuance of the transport document or the electronic transport record

Unless the shipper and the carrier have agreed not to use a transport document or an electronic transport record, or it is the custom, usage or practice of the trade not to use one, upon delivery of the goods for carriage to the carrier or performing party, the shipper or, if the shipper consents, the documentary shipper, is entitled to obtain from the carrier, at the shipper's option:

- (a) A non-negotiable transport document or, subject to article 8, subparagraph (a), a non-negotiable electronic transport record; or
- (b) An appropriate negotiable transport document or, subject to article 8, subparagraph (a), a negotiable electronic transport record, unless the shipper and the carrier have agreed not to use a negotiable transport document or negotiable electronic transport record, or it is the custom, usage or practice of the trade not to use one.

Article 36 Contract particulars

1. The contract particulars in the transport document or electronic transport record referred to in article 35 shall

第33條 單證託運人之託運人權利及義務

1. 單證託運人應承擔本章及第55條課予託運人之義務及責任，且有權享有本章及第13章所賦予託運人之權利及抗辯。
2. 本條第1項規定不影響託運人之義務、責任、權利或抗辯。

第34條 託運人對其他人之責任

於託運人委託包括受雇人、代理人及次契約人在內之任何人履行託運人任何義務，此等人員之作為或不作為如有造成本公約託運人義務之違反者，託運人應負賠償責任，然託運人委託運送人或代表運送人行事之履約運送人履行託運人義務時，對於此等人員之作為或不作為，託運人不負賠償責任。

第8章 運送單證及電子運送記錄

第35條 運送單證或電子運送記錄之簽發

除託運人與運送人已約定不使用運送單證或電子運送記錄，或不使用運送單證或電子運送記錄為一商業習慣、實務或慣例，否則貨物一經向運送人或履約運送人交付並為運送，託運人或經託運人同意之單證託運人，託運人有權決定是否從運送人處取得：

- (a) 不可轉讓運送單證，或符合第8條(a)項所規定之不可轉讓電子運送記錄；或
- (b) 任何適當之可轉讓運送單證，或符合第8條(a)項所規定之可轉讓電子運送記錄，然託運人與運送人已約定不使用可轉讓運送單證或可轉讓電子運送記錄，或不使用可轉讓運送單證或可轉讓電子運送記錄已為商業習慣、實務或慣例者除外。

第36條 契約明細

1. 第35條所述運送單證或電子運送記錄之契約明細應包括由託運人所提

include the following information, as furnished by the shipper:

- (a) A description of the goods as appropriate for the transport;
 - (b) The leading marks necessary for identification of the goods;
 - (c) The number of packages or pieces, or the quantity of goods; and
 - (d) The weight of the goods, if furnished by the shipper.
2. The contract particulars in the transport document or electronic transport record referred to in article 35 shall also include:
- (a) A statement of the apparent order and condition of the goods at the time the carrier or a performing party receives them for carriage;
 - (b) The name and address of the carrier;
 - (c) The date on which the carrier or a performing party received the goods, or on which the goods were loaded on board the ship, or on which the transport document or electronic transport record was issued; and
 - (d) If the transport document is negotiable, the number of originals of the negotiable transport document, when more than one original is issued.
3. The contract particulars in the transport document or electronic transport record referred to in article 35 shall further include:
- (a) The name and address of the consignee, if named by the shipper;
 - (b) The name of a ship, if specified in the contract of carriage;
 - (c) The place of receipt and, if known to the carrier, the place of delivery; and
 - (d) The port of loading and the port of discharge, if specified in the contract of carriage.
4. For the purposes of this article, the phrase “apparent order and condition of the goods” in subparagraph 2 (a) of this article refers to the order and condition of the goods based on:
- (a) A reasonable external inspection of the goods as packaged at the time the shipper delivers them to the carrier or a performing party; and
 - (b) Any additional inspection that the carrier or a performing party actually performs before issuing the transport document or electronic transport record.

Article 37 Identity of the carrier

1. If a carrier is identified by name in the contract particulars, any other information in the transport document or electronic transport record relating to the identity of the carrier shall have no effect to the extent that it is inconsistent with that identification.

供之下列資料：

- (a) 為運送之貨品適當說明；
 - (b) 識別貨物所需之主要標誌；
 - (c) 貨物包數、件數或數量；及
 - (d) 貨物重量(如託運人有提供)。
2. 第35條所述運送單證或電子運送記錄之契約明細另應包括：
- (a) 運送人或履約運送人收到待運貨物時之貨物表面情狀說明；
 - (b) 運送人名稱及地址；
 - (c) 運送人或履約運送人收到貨物之日期、或貨物裝船日期、或運送單證或電子運送記錄簽發日期；及
 - (d) 運送單證為可轉讓，且簽發超過一份正本者，可轉讓運送單證之正本份數。
3. 第35條所述之運送單證或電子運送記錄中之契約明細應進一步包括：
- (a) 收貨人名稱及地址(如收貨人業經託運人指定)；
 - (b) 船舶名稱(如業於運送契約中指明)；
 - (c) 收貨地及交貨地(如運送人已知交貨地)；及
 - (d) 裝貨港及卸貨港(如已於運送契約中指明)。
4. 為本條規定之目的，本條第2項(a)款之“貨物表面情狀”乙詞係指於下述基礎上所確定之貨物情狀：
- (a) 貨物由託運人交付給運送人或履約運送人時對已包裝貨物所進行之合理外部檢查；及
 - (b) 運送人或履約運送人於簽發運送單證或電子運送記錄之前所實際進行之任何進一步檢查。

第37條 運送人身份確認

1. 契約明細載明運送人名稱者，運送單證或電子運送記錄中凡與此不一致之有關運送人身份之其他資訊一概無效。

2. If no person is identified in the contract particulars as the carrier as required pursuant to article 36, subparagraph 2 (b), but the contract particulars indicate that the goods have been loaded on board a named ship, the registered owner of that ship is presumed to be the carrier, unless it proves that the ship was under a bareboat charter at the time of the carriage and it identifies this bareboat charterer and indicates its address, in which case this bareboat charterer is presumed to be the carrier. Alternatively, the registered owner may rebut the presumption of being the carrier by identifying the carrier and indicating its address. The bareboat charterer may rebut any presumption of being the carrier in the same manner.
 3. Nothing in this article prevents the claimant from proving that any person other than a person identified in the contract particulars or pursuant to paragraph 2 of this article is the carrier.
2. 契約明細未依第36條第2項(b)款載明某人為運送人，然契約明細載明貨物已裝上指定船舶者，則推定該船舶之登記所有人為運送人，然該登記所有人能證明貨物運送時該船舶係處於光船租船，且能指出該光船租船人及其地址，於此情況下，推定該光船租船人為運送人。或船舶登記所有人可經由指明運送人及其地址，推翻將其作為運送人之推定。光船租船人可依同樣方式推翻將其作為運送人之任何推定。
 3. 本條規定不妨礙求償人證明運送人為未在契約明細中所載明之其他人，或是未依本條第2項所載明之其他人。

Article 38 Signature

1. A transport document shall be signed by the carrier or a person acting on its behalf.
2. An electronic transport record shall include the electronic signature of the carrier or a person acting on its behalf. Such electronic signature shall identify the signatory in relation to the electronic transport record and indicate the carrier's authorization of the electronic transport record.

Article 39 Deficiencies in the contract particulars

1. The absence or inaccuracy of one or more of the contract particulars referred to in article 36, paragraphs 1, 2 or 3, does not of itself affect the legal character or validity of the transport document or of the electronic transport record.
2. If the contract particulars include the date but fail to indicate its significance, the date is deemed to be:
 - (a) The date on which all of the goods indicated in the transport document or electronic transport record were loaded on board the ship, if the contract particulars indicate that the goods have been loaded on board a ship; or
 - (b) The date on which the carrier or a performing party received the goods, if the contract particulars do not indicate that the goods have been loaded on board a ship.
3. If the contract particulars fail to state the apparent order and condition of the goods at the time the carrier or a performing party receives them, the contract particulars are deemed to have stated that the goods were in apparent good order and condition at the time the carrier or a performing party received them.

第38條 簽章

1. 運送單證應由運送人或其代理人予以簽章。
2. 電子運送記錄應當包含運送人或其代理人之電子簽章。該電子簽章應能識別與該電子運送記錄有關之簽署人，且表明運送人對該電子運送記錄之授權情況。

第39條 契約明細之瑕疵

1. 第36條第1項或第2項所述契約明細之一或數項內容有欠缺或不正確，其本身不影響運送單證或電子運送記錄之法律性質或法律效力。
2. 契約明細有載明日期，但卻未說明該日期之意義時：
 - (a) 如契約明細載明貨物已裝船，該日期視為運送單證或電子運送記錄中所載明之全部貨物之裝船日期；或
 - (b) 如契約明細未載明貨物已裝船，該日期視為運送人或履約運送人收到貨物之日期。
3. 契約明細未載明運送人或履約運送人收到貨物時之貨物表面情狀，該契約明細視為已載明運送人或履約運送人收到貨物時貨物表面情狀良好。

Article 40 Qualifying the information relating to the goods in the contract particulars

1. The carrier shall qualify the information referred to in article 36, paragraph 1, to indicate that the carrier does not assume responsibility for the accuracy of the information furnished by the shipper if:
 - (a) The carrier has actual knowledge that any material statement in the transport document or electronic transport record is false or misleading; or
 - (b) The carrier has reasonable grounds to believe that a material statement in the transport document or electronic transport record is false or misleading.
2. Without prejudice to paragraph 1 of this article, the carrier may qualify the information referred to in article 36, paragraph 1, in the circumstances and in the manner set out in paragraphs 3 and 4 of this article to indicate that the carrier does not assume responsibility for the accuracy of the information furnished by the shipper.
3. When the goods are not delivered for carriage to the carrier or a performing party in a closed container or vehicle, or when they are delivered in a closed container or vehicle and the carrier or a performing party actually inspects them, the carrier may qualify the information referred to in article 36, paragraph 1, if:
 - (a) The carrier had no physically practicable or commercially reasonable means of checking the information furnished by the shipper, in which case it may indicate which information it was unable to check; or
 - (b) The carrier has reasonable grounds to believe the information furnished by the shipper to be inaccurate, in which case it may include a clause providing what it reasonably considers accurate information.
4. When the goods are delivered for carriage to the carrier or a performing party in a closed container or vehicle, the carrier may qualify the information referred to in:
 - (a) Article 36, subparagraphs 1 (a), (b), or (c), if:
 - (i) The goods inside the container or vehicle have not actually been inspected by the carrier or a performing party; and
 - (ii) Neither the carrier nor a performing party otherwise has actual knowledge of its contents before issuing the transport document or the electronic transport record; and
 - (b) Article 36, subparagraph 1 (d), if:
 - (i) Neither the carrier nor a performing party weighed the container or vehicle, and the shipper and the carrier had

第40條 對契約明細之貨物相關資料之保留聲明

1. 於下列情況下，運送人應針對第36條第1項所載資料為保留聲明，指出運送人對託運人所提供資料之正確性不負責任：
 - (a) 運送人實際知曉運送單證或電子運送記錄之任何重要聲明有虛偽或誤導情事；或
 - (b) 運送人有合理理由認為運送單證或電子運送記錄之任何重要聲明有虛假或誤導情事。
2. 於不損及本條第1項之情況下，運送人得依照本條第3項及第4項所規定之情形及方式，針對第36條第1項所述資料作出保留，指出運送人對於託運人所提供資料之正確性不負責任。
3. 貨物非置放於封閉貨櫃內交付給運送人或履約運送人運送，或貨物置放於封閉貨櫃內交付且運送人或履約運送人已實際檢查貨物者，於下述情況下，運送人得對第36條第1項所述資料作出保留：
 - (a) 運送人無實際可行或商業上之合理方式核對託運人所提供之資料，於此情況下，運送人可註明其無法核對之相關訊息；或
 - (b) 運送人有合理理由認為託運人所提供之資料為不正確，於此情況下，運送人可載明一條款，提供其合理認為正確之資料。
4. 貨物置放於封閉貨櫃或車輛內交付給運送人或履約運送人運送者，運送人得就下列條款所述之資料為聲明保留：
 - (a) 如有下列情況，於第36條第1項(a)款、(b)款或(c)款：
 - (i) 貨櫃或車輛內貨物未經運送人或履約運送人實際檢查；且
 - (ii) 無論運送人或履約運送人均未在簽發運送單證或電子運送記錄之前以其他方式實際瞭解貨櫃內貨物之情況；及
 - (b) 如有下列情況，於第36條第1項(d)款：
 - (i) 無論運送人或履約運送人均未對貨櫃或車輛稱重，且託

not agreed prior to the shipment that the container or vehicle would be weighed and the weight would be included in the contract particulars; or

- (ii) There was no physically practicable or commercially reasonable means of checking the weight of the container or vehicle.

Article 41 Evidentiary effect of the contract particulars

Except to the extent that the contract particulars have been qualified in the circumstances and in the manner set out in article 40:

- (a) A transport document or an electronic transport record is prima facie evidence of the carrier's receipt of the goods as stated in the contract particulars;
- (b) Proof to the contrary by the carrier in respect of any contract particulars shall not be admissible, when such contract particulars are included in:
 - (i) A negotiable transport document or a negotiable electronic transport record that is transferred to a third party acting in good faith; or
 - (ii) A non-negotiable transport document that indicates that it must be surrendered in order to obtain delivery of the goods and is transferred to the consignee acting in good faith;
- (c) Proof to the contrary by the carrier shall not be admissible against a consignee that in good faith has acted in reliance on any of the following contract particulars included in a non-negotiable transport document or a nonnegotiable electronic transport record:
 - (i) The contract particulars referred to in article 36, paragraph 1, when such contract particulars are furnished by the carrier;
 - (ii) The number, type and identifying numbers of the containers, but not the identifying numbers of the container seals; and
 - (iii) The contract particulars referred to in article 36, paragraph 2.

Article 42 "Freight prepaid"

If the contract particulars contain the statement "freight prepaid" or a statement of a similar nature, the carrier cannot assert against the holder or the consignee the fact that the freight has not been paid. This article does not apply if the holder or the consignee is also the shipper.

Chapter 9 Delivery of the goods

運人及運送人均未於裝運貨物前約定對貨櫃或車輛稱重並將其重量記載於契約明細上；或

- (ii) 無實際可行或商業上之合理方式核對貨櫃或車輛重量。

第41條 契約明細之證據效力

除契約明細已依第40條所規定之情況及方式為保留外：

- (a) 運送單證或電子運送記錄為運送人收訖契約明細所載貨物之表面證據；
- (b) 契約明細係被載明於下列單證時，不認可運送人針對任何契約明細所提出之反證：
 - (i) 一可轉讓運送單證或可轉讓電子運送記錄已轉讓給善意第三人，或
 - (ii) 一不可轉讓運送單證，其要求必須繳還單證才能提貨，且已轉讓善意受貨人者。
- (c) 運送人針對善意受貨人所提出之反證，於該受貨人信賴記載於不可轉讓運送單證或不可轉讓電子運送記錄之下列任何契約明細時，不予認可：
 - (i) 第36條第1項所述之契約明細，而該契約明細係由運送人提供者；
 - (ii) 貨櫃號碼、型號及識別號，但不包括貨櫃封條識別號碼；及
 - (iii) 第36條第2項所述之契約明細。

第42條 “預付運費”

契約明細載有“運費預付”聲明或類似性質聲明者，運送人不能以運費尚未支付之主張對抗持有人或受貨人。本條不適用於持有人或受貨人同為託運人之情況。

第9章 貨物之交付

Article 43 Obligation to accept delivery

When the goods have arrived at their destination, the consignee that demands delivery of the goods under the contract of carriage shall accept delivery of the goods at the time or within the time period and at the location agreed in the contract of carriage or, failing such agreement, at the time and location at which, having regard to the terms of the contract, the customs, usages or practices of the trade and the circumstances of the carriage, delivery could reasonably be expected.

Article 44 Obligation to acknowledge receipt

On request of the carrier or the performing party that delivers the goods, the consignee shall acknowledge receipt of the goods from the carrier or the performing party in the manner that is customary at the place of delivery. The carrier may refuse delivery if the consignee refuses to acknowledge such receipt.

Article 45 Delivery when no negotiable transport document or negotiable electronic transport record is issued

When neither a negotiable transport document nor a negotiable electronic transport record has been issued:

- (a) The carrier shall deliver the goods to the consignee at the time and location referred to in article 43. The carrier may refuse delivery if the person claiming to be the consignee does not properly identify itself as the consignee on the request of the carrier;
- (b) If the name and address of the consignee are not referred to in the contract particulars, the controlling party shall prior to or upon the arrival of the goods at the place of destination advise the carrier of such name and address;
- (c) Without prejudice to article 48, paragraph 1, if the goods are not deliverable because (i) the consignee, after having received a notice of arrival, does not, at the time or within the time period referred to in article 43, claim delivery of the goods from the carrier after their arrival at the place of destination, (ii) the carrier refuses delivery because the person claiming to be the consignee does not properly identify itself as the consignee, or (iii) the carrier is, after reasonable effort, unable to locate the consignee in order to request delivery instructions, the carrier may so advise the controlling party and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the controlling party, the carrier may so advise the shipper and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the shipper, the carrier may so advise the

第43條 接受交貨之義務

於貨物抵達目的地時，依運送契約行使其權利之受貨人，應於運送契約所約定之時間或期限內，於運送契約所約定之地點接受交貨，無該約定者，應於考慮到契約規定及商業習慣、實務或慣例及運送情況後，於能合理預期之交貨時間及地點接受交貨。

第44條 確認收貨之義務

一經交付貨物之運送人或履約運送人之要求，受貨人應依交貨地之習慣方式確認其已從運送人或履約運送人處收訖貨物。受貨人拒絕確認收到貨物者，運送人可拒絕交貨。

第45條 未簽發可轉讓運送單證或可轉讓電子運送記錄之交貨

未簽發可轉讓運送單證或可轉讓電子運送記錄時：

- (a) 運送人應於第43條所載時間及地點將貨物交付給受貨人。聲明為受貨人之人無法依運送人要求，適當表明其為受貨人身份者，運送人得拒絕交貨；
- (b) 受貨人名稱及地址未於契約明細載明者，控制方應於貨物到達目的地前或於貨物到達目的地時，將受貨人之名稱及地址告知運送人；
- (c) 於不損及第48條第1項規定之情況下，如貨物未能交付是因(i)收貨人接獲到貨通知而未於第43條所載時間或期限內於貨物到達目的地後向運送人主張提領貨物，(ii)運送人因聲明為收貨人之人未適當表明其為收貨人而拒絕交貨，或(iii)運送人經合理努力無法確定收貨人，請求就貨物之交付發出指示，則運送人可通知控制方，請求就貨物之交付為指示。運送人經合理努力無法確定控制方者，運送人可通知託運人，請求就貨物之交付為指示。運送人經合理努力無法確定託運人者，運送人可通知單證託運人，請求就貨物之交付為指示；

documentary shipper and request instructions in respect of the delivery of the goods;

- (d) The carrier that delivers the goods upon instruction of the controlling party, the shipper or the documentary shipper pursuant to subparagraph (c) of this article is discharged from its obligations to deliver the goods under the contract of carriage.

- (d) 運送人依本條(c)款依照控制方、託運人或單證託運人之指示為交付貨物者，運送人解除其於運送契約交付貨物之義務。

Article 46 Delivery when a non-negotiable transport document that requires surrender is issued

第46條 簽發必須繳還之不可轉讓運送單證時之交貨

When a non-negotiable transport document has been issued that indicates that it shall be surrendered in order to obtain delivery of the goods:

簽發不可轉讓運送單證，其載明必須繳還單證提貨時：

- (a) The carrier shall deliver the goods at the time and location referred to in article 43 to the consignee upon the consignee properly identifying itself on the request of the carrier and surrender of the non-negotiable document. The carrier may refuse delivery if the person claiming to be the consignee fails to properly identify itself on the request of the carrier, and shall refuse delivery if the non-negotiable document is not surrendered. If more than one original of the non-negotiable document has been issued, the surrender of one original will suffice and the other originals cease to have any effect or validity;
- (b) Without prejudice to article 48, paragraph 1, if the goods are not deliverable because (i) the consignee, after having received a notice of arrival, does not, at the time or within the time period referred to in article 43, claim delivery of the goods from the carrier after their arrival at the place of destination, (ii) the carrier refuses delivery because the person claiming to be the consignee does not properly identify itself as the consignee or does not surrender the document, or (iii) the carrier is, after reasonable effort, unable to locate the consignee in order to request delivery instructions, the carrier may so advise the shipper and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the shipper, the carrier may so advise the documentary shipper and request instructions in respect of the delivery of the goods;
- (c) The carrier that delivers the goods upon instruction of the shipper or the documentary shipper pursuant to subparagraph (b) of this article is discharged from its obligation to deliver the goods under the contract of carriage, irrespective of whether the non-negotiable transport document has been surrendered to it.

- (a) 運送人應於受貨人依運送人要求適當表明其為受貨人身份並繳還不可轉讓單證後，於第43條所載時間及地點將貨物交付給受貨人。聲稱為受貨人之人無法依運送人要求適當表明其為受貨人身份者，運送人可拒絕交貨，未繳還不可轉讓單證者，運送人應拒絕交貨。不可轉讓單證簽發超過一份以上正本者，繳還一份正本單證即可，其餘正本單證隨即失去效力。
- (b) 於不損及第48條第1項規定之情況下，如貨物未能交付是因(i)收貨人接獲到貨通知而未於第43條所載時間或期限內於貨物到達目的地後向運送人主張提領貨物，(ii)運送人因聲明為收貨人之人未適當表明其為收貨人而拒絕交貨，或(iii)運送人經合理努力無法確定收貨人，請求就貨物之交付發出指示，則運送人可通知控制方，請求就貨物之交付為指示。運送人經合理努力無法確定控制方者，運送人可通知託運人，請求就貨物之交付為指示。經合理努力無法確定託運人者，運送人可通知單證託運人，請求就貨物之交付為指示；
- (c) 運送人依本條(b)項依託運人或單證託運人之指示交付貨物，運送人解除其於運送契約下交付貨物之義務，而不考慮是否已向運送人繳還不可轉讓運送單證。

Article 47 Delivery when a negotiable transport document or negotiable electronic transport record is issued

第47條 簽發可轉讓運送單證或可轉讓電子運送記錄時之交貨

1. When a negotiable transport document or a negotiable electronic transport record has been issued:
 - (a) The holder of the negotiable transport document or negotiable electronic transport record is entitled to claim delivery of the goods from the carrier after they have arrived at the place of destination, in which event the carrier shall deliver the goods at the time and location referred to in article 43 to the holder:
 - (i) Upon surrender of the negotiable transport document and, if the holder is one of the persons referred to in article 1, subparagraph 10 (a) (i), upon the holder properly identifying itself; or
 - (ii) Upon demonstration by the holder, in accordance with the procedures referred to in article 9, paragraph 1, that it is the holder of the negotiable electronic transport record;
 - (b) The carrier shall refuse delivery if the requirements of subparagraph (a) (i) or (a) (ii) of this paragraph are not met;
 - (c) If more than one original of the negotiable transport document has been issued, and the number of originals is stated in that document, the surrender of one original will suffice and the other originals cease to have any effect or validity. When a negotiable electronic transport record has been used, such electronic transport record ceases to have any effect or validity upon delivery to the holder in accordance with the procedures required by article 9, paragraph 1.
 2. Without prejudice to article 48, paragraph 1, if the negotiable transport document or the negotiable electronic transport record expressly states that the goods may be delivered without the surrender of the transport document or the electronic transport record, the following rules apply:
 - (a) If the goods are not deliverable because (i) the holder, after having received a notice of arrival, does not, at the time or within the time period referred to in article 43, claim delivery of the goods from the carrier after their arrival at the place of destination, (ii) the carrier refuses delivery because the person claiming to be a holder does not properly identify itself as one of the persons referred to in article 1, subparagraph 10 (a) (i), or (iii) the carrier is, after reasonable effort, unable to locate the holder in order to request delivery instructions, the carrier may so advise the shipper and request instructions in respect of the delivery of the goods. If, after reasonable effort, the carrier is unable to locate the shipper, the carrier may so advise the documentary shipper and request instructions in respect of the delivery of the goods;
1. 於簽發可轉讓運送單證或可轉讓電子運送記錄時：
 - (a) 可轉讓運送單證或可轉讓電子運送記錄之持有人有權於貨物抵達目的地後向運送人主張提領貨物，於此情況下，於符合下列條件之一時，運送人即應於第43條所載時間及地點將貨物交付給該持有人：
 - (i) 該持有人繳還可轉讓運送單證，且該持有人為第1條第10項(a)款(i)目所載之人並已適當表明其身份；或
 - (ii) 該持有人依第9條第1項所述程序證明其為可轉讓電子運送記錄之持有人。
 - (b) 未符合本條(a)項(i)款或(a)項(ii)款所列條件者，運送人應拒絕交貨；
 - (c) 簽發可轉讓運送單證超過一份以上正本，且該單證中載明正本份數者，繳還一份正本單證即可，其餘正本單證隨即失去效力。可轉讓電子運送記錄已行使第9條第1項所規定之程序，一經向持有人交付貨物，該電子運送記錄隨即失去效力。
 2. 於不損及第48條第1項之情況下，可轉讓運輸單證或可轉讓電子運輸記錄明確載明可不提交運送單證或電子運輸記錄為交付貨物時，適用下列規則：
 - (a) 如貨物未能交付係因(i)持有人接獲到貨通知而未於第43條所載時間或期限內於貨物到達目的地後向運送人主張提取貨物，(ii)運送人因聲明為持有人之人未適當表明其為第1條第10項第(a)款(i)目所載之人之一而拒絕交貨，或(iii)運送人經合理努力無法確定持有人，請求就貨物之交付為指示，則運送人可通知託運人，請求就貨物之交付為指示。運送人經合理努力無法確定託運人時，運送人應通知單證託運人，請求就貨物之交付為指示；

- (b) The carrier that delivers the goods upon instruction of the shipper or the documentary shipper in accordance with subparagraph 2 (a) of this article is discharged from its obligation to deliver the goods under the contract of carriage to the holder, irrespective of whether the negotiable transport document has been surrendered to it, or the person claiming delivery under a negotiable electronic transport record has demonstrated, in accordance with the procedures referred to in article 9, paragraph 1, that it is the holder;
 - (c) The person giving instructions under subparagraph 2 (a) of this article shall indemnify the carrier against loss arising from its being held liable to the holder under subparagraph 2 (e) of this article. The carrier may refuse to follow those instructions if the person fails to provide adequate security as the carrier may reasonably request;
 - (d) A person that becomes a holder of the negotiable transport document or the negotiable electronic transport record after the carrier has delivered the goods pursuant to subparagraph 2 (b) of this article, but pursuant to contractual or other arrangements made before such delivery acquires rights against the carrier under the contract of carriage, other than the right to claim delivery of the goods;
 - (e) Notwithstanding subparagraphs 2 (b) and 2 (d) of this article, a holder that becomes a holder after such delivery, and that did not have and could not reasonably have had knowledge of such delivery at the time it became a holder, acquires the rights incorporated in the negotiable transport document or negotiable electronic transport record. When the contract particulars state the expected time of arrival of the goods, or indicate how to obtain information as to whether the goods have been delivered, it is presumed that the holder at the time that it became a holder had or could reasonably have had knowledge of the delivery of the goods.
- (b) 運送人依據本條第2項(a)款依照託運人或單證託運人之指示交付貨物時，運送人解除其於運送契約下向持有人交付貨物之義務，而無須考慮是否已向運送人提交可轉讓運送單證，也無須考慮憑可轉讓電子運送記錄主張提貨之人是否已依照第9條第1項所載程序證明其為持有人；
 - (c) 運送人依據本條第2項(a)款對持有人負賠償責任時，依據本條第2項(e)款為指示之人應補償運送人因此遭受之損失。該人未能依照運送人合理要求提供適當擔保時，運送人可拒絕遵守該指示；
 - (d) 某人於運送人已依據本條第2項(b)款交付貨物後成為可轉讓運輸單證或可轉讓電子運輸記錄之持有人，仍依據此項交貨前之契約安排或其他安排取得對運送人除主張提貨權以外之運送契約下之權利；
 - (e) 無論本條第2項(b)款及第2項(d)款規定為何，持有人在在此項交貨後成為持有人，於其成為持有人時不知道且理應不可能知道此項交貨者，取得可轉讓運輸單證或可轉讓電子運輸記錄所包含之權利。**契約明細**載明預計到貨時間，或載明如何獲取有關貨物是否已交付之資訊者，推定該持有人於其成為持有人時已知或理應知道貨物之交付。

Article 48 Goods remaining undelivered

1. For the purposes of this article, goods shall be deemed to have remained undelivered only if, after their arrival at the place of destination:
 - (a) The consignee does not accept delivery of the goods pursuant to this chapter at the time and location referred to in article 43;
 - (b) The controlling party, the holder, the shipper or the documentary shipper cannot be found or does not give the carrier adequate instructions pursuant to articles 45, 46 and 47;

第48條 貨物仍未交付

1. 為本條之目的，僅於下列情形下，貨物到達目的地後應被視為仍未交付：
 - (a) 受貨人未依據本章規定，於第43條所載時間及地點接受交貨；
 - (b) 無法尋獲控制方、託運人或單證託運人，或未依據第45條、第46條及第47條向運送人為適當指示；

- (c) The carrier is entitled or required to refuse delivery pursuant to articles 44, 45, 46 and 47;
 - (d) The carrier is not allowed to deliver the goods to the consignee pursuant to the law or regulations of the place at which delivery is requested; or
 - (e) The goods are otherwise undeliverable by the carrier.
2. Without prejudice to any other rights that the carrier may have against the shipper, controlling party or consignee, if the goods have remained undelivered, the carrier may, at the risk and expense of the person entitled to the goods, take such action in respect of the goods as circumstances may reasonably require, including:
 - (a) To store the goods at any suitable place;
 - (b) To unpack the goods if they are packed in containers or vehicles, or to act otherwise in respect of the goods, including by moving them; and
 - (c) To cause the goods to be sold or destroyed in accordance with the practices or pursuant to the law or regulations of the place where the goods are located at the time.
 3. The carrier may exercise the rights under paragraph 2 of this article only after it has given reasonable notice of the intended action under paragraph 2 of this article to the person stated in the contract particulars as the person, if any, to be notified of the arrival of the goods at the place of destination, and to one of the following persons in the order indicated, if known to the carrier: the consignee, the controlling party or the shipper.
 4. If the goods are sold pursuant to subparagraph 2 (c) of this article, the carrier shall hold the proceeds of the sale for the benefit of the person entitled to the goods, subject to the deduction of any costs incurred by the carrier and any other amounts that are due to the carrier in connection with the carriage of those goods.
 5. The carrier shall not be liable for loss of or damage to goods that occurs during the time that they remain undelivered pursuant to this article unless the claimant proves that such loss or damage resulted from the failure by the carrier to take steps that would have been reasonable in the circumstances to preserve the goods and that the carrier knew or ought to have known that the loss or damage to the goods would result from its failure to take such steps.

- (c) 依據第44條、第45條、第46條及第47條，運送人有權或必須拒絕交付貨物；
 - (d) 依請求交貨地之法律或規章，不允許運送人向受貨人交付貨物；或
 - (e) 運送人無法交付貨物之其他情形。
2. 於不損及運送人得向託運人、控制方或受貨人主張任何其他權利之情況下，貨物未交付者，由有權提取貨物之人承擔風險及費用，運送人得視情針對貨物為合理作為，其可包括：
 - (a) 將貨物存放於任何合適地點；
 - (b) 如貨物載於貨櫃內，打開包裝，或針對貨物採取其他作為，包括搬移貨物；
 - (c) 依照慣例或依據貨物當時所在地之法律或規章，將貨物出售或將其銷毀。
 3. 僅於運送人已將本條第2項所規定之作為，向契約明細所載之貨物到達目的地時可能存在之任何被通知人，並向運送人所知曉之受貨人、控制方或託運人三人之任一人，依所列順序為合理通知後，運送人方得行使本條第2項所規定之權利。
 4. 貨物依本條第2項(c)款為出售者，運送人應為有權提領貨物之人之利益代為保管出售貨物之價款，然可從中扣除運送人所支付之任何費用及應支付給運送人與運送該貨物有關之其他任何費用。
 5. 運送人不負責本條所規定之貨物仍未交付期間內所發生之貨物滅失或毀損，然求償人證明該滅失或毀損係由運送人未能於當時情況下採取應有合理措施保存貨物所致，且運送人已知或應知不採取該措施將造成貨物滅失或毀損者除外。

Article 49 Retention of goods

Nothing in this Convention affects a right of the carrier or a performing party that may exist pursuant to the contract of carriage or the applicable law to retain the goods to secure the payment of sums due.

第49條 貨物留置

本公約規定不影響運送人或履約運送人依據運送契約或準據法，為任何應付款項之擔保而為貨物留置之權利。

Article 50 Exercise and extent of right of control

第50條 控制權之行使及範圍

1. The right of control may be exercised only by the controlling party and is limited to:
 - (a) The right to give or modify instructions in respect of the goods that do not constitute a variation of the contract of carriage;
 - (b) The right to obtain delivery of the goods at a scheduled port of call or, in respect of inland carriage, any place en route; and
 - (c) The right to replace the consignee by any other person including the controlling party.
2. The right of control exists during the entire period of responsibility of the carrier, as provided in article 12, and ceases when that period expires.

1. 控制權僅能由控制方行使，且僅限於：
 - (a) 針對貨物為指示或修改指示之權利，該指示不應構成對運送契約之變更；
 - (b) 於預定停靠港或於內陸運送情況下運送途中任何地點主張提領貨物之權利；及
 - (c) 由包括控制方在內之其他任何人取代受貨人之權利。
2. 控制權存續於第12條所規定之整個運送人義務期間，該義務期間屆滿時，控制權即告終止。

Article 51 Identity of the controlling party and transfer of the right of control

第51條 控制方之身份識別及控制權之轉讓

1. Except in the cases referred to in paragraphs 2, 3 and 4 of this article:
 - (a) The shipper is the controlling party unless the shipper, when the contract of carriage is concluded, designates the consignee, the documentary shipper or another person as the controlling party;
 - (b) The controlling party is entitled to transfer the right of control to another person. The transfer becomes effective with respect to the carrier upon its notification of the transfer by the transferor, and the transferee becomes the controlling party; and
 - (c) The controlling party shall properly identify itself when it exercises the right of control.
2. When a non-negotiable transport document has been issued that indicates that it shall be surrendered in order to obtain delivery of the goods:
 - (a) The shipper is the controlling party and may transfer the right of control to the consignee named in the transport document by transferring the document to that person without endorsement. If more than one original of the document was issued, all originals shall be transferred in order to effect a transfer of the right of control; and
 - (b) In order to exercise its right of control, the controlling party shall produce the document and properly identify itself. If more than one original of the document was issued, all originals shall be produced, failing which the right of control cannot be exercised.
3. When a negotiable transport document is issued:
 - (a) The holder or, if more than one original of the negotiable

1. 未簽發可轉讓運送單證或可轉讓電子運送記錄時：
 - (a) 託運人為控制方，然託運人於訂立運送契約時有指定受貨人、單證託運人或其他人為控制方者除外；
 - (b) 控制方有權將控制權轉讓給其他人。該轉讓於轉讓人向運送人發出轉讓通知時，對運送人發生效力，此時受讓人為控制方；且
 - (c) 控制方行使控制權時，應適當表明其身份。
2. 已簽發不可轉讓運送單證，其中載明必須繳還單證為提貨時：
 - (a) 託運人為控制方，且可將控制權轉讓給運送單證中所指定之受貨人，該運送單證可不經背書轉讓給該人。單證簽發超過一份以上正本者，應轉讓所有正本單證，始可為控制權之轉讓；且
 - (b) 為行使控制權，控制方應提示單證且適當表明其身份。單證簽發超過一份以上正本者，應提示所有正本單證，否則不得行使控制權。
3. 簽發可轉讓運送單證時：
 - (a) 持有人為控制方，可轉讓運送單

transport document is issued, the holder of all originals is the controlling party;

- (b) The holder may transfer the right of control by transferring the negotiable transport document to another person in accordance with article 57. If more than one original of that document was issued, all originals shall be transferred to that person in order to effect a transfer of the right of control; and
 - (c) In order to exercise the right of control, the holder shall produce the negotiable transport document to the carrier, and if the holder is one of the persons referred to in article 1, subparagraph 10 (a) (i), the holder shall properly identify itself. If more than one original of the document was issued, all originals shall be produced, failing which the right of control cannot be exercised.
4. When a negotiable electronic transport record is issued:
- (a) The holder is the controlling party;
 - (b) The holder may transfer the right of control to another person by transferring the negotiable electronic transport record in accordance with the procedures referred to in article 9, paragraph 1; and
 - (c) In order to exercise the right of control, the holder shall demonstrate, in accordance with the procedures referred to in article 9, paragraph 1, that it is the holder.

Article 52 Carrier's execution of instructions

1. Subject to paragraphs 2 and 3 of this article, the carrier shall execute the instructions referred to in article 50 if:
 - (a) The person giving such instructions is entitled to exercise the right of control;
 - (b) The instructions can reasonably be executed according to their terms at the moment that they reach the carrier; and
 - (c) The instructions will not interfere with the normal operations of the carrier, including its delivery practices.
2. In any event, the controlling party shall reimburse the carrier for any reasonable additional expense that the carrier may incur and shall indemnify the carrier against loss or damage that the carrier may suffer as a result of diligently executing any instruction pursuant to this article, including compensation that the carrier may become liable to pay for loss of or damage to other goods being carried.
3. The carrier is entitled to obtain security from the controlling party for the amount of additional expense, loss or damage that the carrier reasonably expects will arise in connection with the execution of an instruction pursuant to this article. The carrier may refuse to carry out the instructions if no such security is provided.

證簽發超過一份以上正本者，持有人必須取得所有正本單證，方可成為控制方；

- (b) 持有人可依據第57條，經由將可轉讓運送單證轉讓給其他人而轉讓控制權。單證簽發超過一份以上正本者，應向該人轉讓所有正本單證，始可為控制權之轉讓；
 - (c) 為行使控制權，持有人應向運送人提示可轉讓運送單證，持有人為第1條第11項(a)款(i)目所述之其中一人時，應適當表明其身份。單證簽發超過一份以上正本者，應提示所有正本單證，否則不能行使控制權。
4. 簽發可轉讓電子運送記錄時：
- (a) 持有人為控制方；
 - (b) 持有人可依照第9條第1項所述程序，經由轉讓可轉讓電子運送記錄，將控制權轉讓給其他人；
 - (c) 為行使控制權，持有人應依照第9條第1項所述程序證明其為持有人。

第52條 運送人執行指示

1. 除本條第2項及第3項另有規定外，於下列情況下，運送人應執行第50條所規定之指示：
 - (a) 發出該指示之人有權行使控制權；
 - (b) 該指示送達運送人時即能依照其內容為合理執行；且
 - (c) 該指示不致干擾運送人之正常營運，包括其交貨作業。
2. 於任何情況下，控制方均應補償運送人努力執行本條規定之任何指示而可能負擔之任何合理額外費用，且應補償運送人可能因該執行而蒙受之損失或損害，包括運送人可能負責其他貨載之滅失或毀損而負擔之賠償。
3. 為執行本條所規定之指示可能產生之額外費用、損失或損害，運送人有權向控制方取得與運送人合理估計之數額相當之擔保。未提供該擔保者，運送人可拒絕執行指示。

4. The carrier's liability for loss of or damage to the goods or for delay in delivery resulting from its failure to comply with the instructions of the controlling party in breach of its obligation pursuant to paragraph 1 of this article shall be subject to articles 17 to 23, and the amount of the compensation payable by the carrier shall be subject to articles 59 to 61.

Article 53 Deemed delivery

Goods that are delivered pursuant to an instruction in accordance with article 52, paragraph 1, are deemed to be delivered at the place of destination, and the provisions of chapter 9 relating to such delivery apply to such goods.

Article 54 Variations to the contract of carriage

1. The controlling party is the only person that may agree with the carrier to variations to the contract of carriage other than those referred to in article 50, subparagraphs 1 (b) and (c).
2. Variations to the contract of carriage, including those referred to in article 50, subparagraphs 1 (b) and (c), shall be stated in a negotiable transport document or in a non-negotiable transport document that requires surrender, or incorporated in a negotiable electronic transport record, or, upon the request of the controlling party, shall be stated in a non-negotiable transport document or incorporated in a non-negotiable electronic transport record. If so stated or incorporated, such variations shall be signed in accordance with article 38.

Article 55 Providing additional information, instructions or documents to carrier

1. The controlling party, on request of the carrier or a performing party, shall provide in a timely manner information, instructions or documents relating to the goods not yet provided by the shipper and not otherwise reasonably available to the carrier that the carrier may reasonably need to perform its obligations under the contract of carriage.
2. If the carrier, after reasonable effort, is unable to locate the controlling party or the controlling party is unable to provide adequate information, instructions or documents to the carrier, the shipper shall provide them. If the carrier, after reasonable effort, is unable to locate the shipper, the documentary shipper shall provide such information, instructions or documents.

Article 56 Variation by agreement

The parties to the contract of carriage may vary the effect of articles 50, subparagraphs 1 (b) and (c), 50, paragraph 2, and 52.

4. 運送人違反本條第1項所規定之義務，未遵守控制方指示而造成貨物滅失、毀損或遲延交付時，運送人應負之責任應依據第17條至第23條規定確定之，運送人應支付之賠償額應依第59條至第61條確定之。

第53條 視為交貨

貨物依第52條第1項規定之指示為交貨，視為已在目的地交貨，第9章有關該交貨之規定適用於該等貨物。

第54條 運送契約之變更

1. 控制方為唯一可與運送人協議對第50條第1項(b)款及(c)款所載事項以外之運送契約予以變更之人。
2. 運送契約之變更，包括第50條第1項(b)款及(c)款所載內容之變更，應於可轉讓運送單證或必須繳還之不可轉讓運送單證上記載或併入可轉讓電子運送記錄中，或於控制方提出要求時，應於不可轉讓運送單證上記載或併入不可轉讓電子運送記錄中。凡為此種記載或併入之變更，均應依據第38條規定為簽章。

第55條 向運送人提供額外資料、指示或文件

1. 控制方應依照運送人或履約運送人之請求，及時提供運送人履行其於運送契約下之義務時可能合理所需，如託運人未提供，運送人無法以其他方式合理獲得之貨物資料、指示或文件。
2. 運送人經合理努力仍無法確認控制方，或控制方未向運送人提供適當資料、指示或文件時，應由託運人提供。運送人經合理努力仍無法確認託運人者，應由單證託運人提供該資料、指示或文件。

第56條 協議變更

運送契約當事人得協議變更第50條第1項(b)款及(c)款、第50條第2項及第52

The parties may also restrict or exclude the transferability of the right of control referred to in article 51, subparagraph 1 (b).

條之效力。當事人另得限制或排除第51條第1項(b)款所載之控制權之可轉讓性。

Chapter 11 Transfer of rights

第11章 權利轉讓

Article 57 When a negotiable transport document or negotiable electronic transport record is issued

第57條 於簽發可轉讓運送單證或可轉讓電子運送記錄

1. When a negotiable transport document is issued, the holder may transfer the rights incorporated in the document by transferring it to another person:
 - (a) Duly endorsed either to such other person or in blank, if an order document; or
 - (b) Without endorsement, if: (i) a bearer document or a blank endorsed document; or (ii) a document made out to the order of a named person and the transfer is between the first holder and the named person.
2. When a negotiable electronic transport record is issued, its holder may transfer the rights incorporated in it, whether it be made out to order or to the order of a named person, by transferring the electronic transport record in accordance with the procedures referred to in article 9, paragraph 1.

1. 於簽發可轉讓運送單證時，其持有人可經由向其他人轉讓該運送單證而轉讓其中所包含之各項權利：
 - (a) 於待指示單證，以適當背書給該其他人或以空白背書；或
 - (b) 以下情況無須背書：(i) 於無記名單證或空白背書單證；或(ii) 於待某列名之人指定之單證，若轉讓發生於第一持有人與該記名人間。
2. 於簽發可轉讓電子運送記錄時，不論該電子運送記錄係以“待指示”簽發或以“待某列名之人指示”簽發，其持有人均可依照第9條第1項所規定之程序，經由轉讓該電子運送記錄，轉讓其中所包含之各項權利。

Article 58 Liability of holder

第58條 持有人之責任

1. Without prejudice to article 55, a holder that is not the shipper and that does not exercise any right under the contract of carriage does not assume any liability under the contract of carriage solely by reason of being a holder.
2. A holder that is not the shipper and that exercises any right under the contract of carriage assumes any liabilities imposed on it under the contract of carriage to the extent that such liabilities are incorporated in or ascertainable from the negotiable transport document or the negotiable electronic transport record.
3. For the purposes of paragraphs 1 and 2 of this article, a holder that is not the shipper does not exercise any right under the contract of carriage solely because:
 - (a) It agrees with the carrier, pursuant to article 10, to replace a negotiable transport document by a negotiable electronic transport record or to replace a negotiable electronic transport record by a negotiable transport document; or
 - (b) It transfers its rights pursuant to article 57.

1. 於不影響第55條規定之情況下，非託運人之持有人，未行使運送契約下之任何權利者，不能僅因其為持有人而承擔運送契約下之任何責任。
2. 非託運人之持有人，行使運送契約下之任何權利者，負有運送契約對其規定之任何責任，然該責任必需載明於可轉讓運送單證或可轉讓電子運送記錄，或可從其中確認之。
3. 為本條第1項及第2項之目的，非託運人之持有人不能僅因下列作為而被視為行使運送契約下之任何權利：
 - (a) 該持有人依第10條與運送人約定，以可轉讓電子運送記錄替換可轉讓運送單證，或以可轉讓運送單證替換可轉讓電子運送記錄；或
 - (b) 該持有人依第57條轉讓其權利。

Article 59 Limits of liability**第59條 責任限制**

1. Subject to articles 60 and 61, paragraph 1, the carrier's liability for breaches of its obligations under this Convention is limited to 875 units of account per package or other shipping unit, or 3 units of account per kilogram of the gross weight of the goods that are the subject of the claim or dispute, whichever amount is the higher, except when the value of the goods has been declared by the shipper and included in the contract particulars, or when a higher amount than the amount of limitation of liability set out in this article has been agreed upon between the carrier and the shipper.
2. When goods are carried in or on a container, pallet or similar article of transport used to consolidate goods, or in or on a vehicle, the packages or shipping units enumerated in the contract particulars as packed in or on such article of transport or vehicle are deemed packages or shipping units. If not so enumerated, the goods in or on such article of transport or vehicle are deemed one shipping unit.
3. The unit of account referred to in this article is the Special Drawing Right as defined by the International Monetary Fund. The amounts referred to in this article are to be converted into the national currency of a State according to the value of such currency at the date of judgement or award 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 that 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 that is not a member of the International Monetary Fund is to be calculated in a manner to be determined by that State.

1. 除第60條及第61條第1項另有規定外，運送人對於違反本公約有關運送人義務所負責任之限額，依求償或系爭貨物之件數或其他貨運單位計算，每件或每其他貨運單位875計算單位，或依求償或系爭貨物毛重計算，每公斤3計算單位，兩者採較高額為準，然貨物價值經託運人申報且於契約明細予以載明，或運送人與託運人另行約定高於本條所規定之責任限制者，不在此限。
2. 貨物裝載於貨櫃、墊板或用於併裝貨物之類似裝運載具內，或裝載於車輛內為運送者，契約明細所記載之裝載於該類裝運載具或車輛內之貨物件數或其他貨運單位數，視為貨物件數或貨運單位數。未記載者，裝載於該裝運載具或車輛內之貨物視為一貨運單位。
3. 本條所述之計算單位，為國際貨幣基金組織所定義之特別提款權。本條所述之責任限制，應依照一國貨幣於判決日或裁定日，或於當事人所約定日期之幣值折算成該國貨幣。締約國為國際貨幣基金組織成員國，該國貨幣對特別提款權之兌換率，依國際貨幣基金組織當日就其業務及交易實行之計價換算方法計算。締約國非國際貨幣基金組織成員國，該國貨幣對特別提款權之兌換率，依該國所確定之方式計算。

Article 60 Limits of liability for loss caused by delay**第60條 遲延造成損失之責任限制**

Subject to article 61, paragraph 2, compensation for loss of or damage to the goods due to delay shall be calculated in accordance with article 22 and liability for economic loss due to delay is limited to an amount equivalent to two and one-half times the freight payable on the goods delayed. The total amount payable pursuant to this article and article 59, paragraph 1, may not exceed the limit that would be established pursuant to article 59, paragraph 1, in respect of the total loss of the goods

除第61條第2項另有規定外，對於遲延造成貨物滅失或毀損之賠償額度，依第22條計算，對遲延造成經濟損失之責任限制，應等同於受遲交貨物應付運費兩倍半之數額。依本條及第59條第1項所確定之賠償總額，不得超過所涉貨物全損時依第59條第1項所確定之責任限制數額。

concerned.

Article 61 Loss of the benefit of limitation of liability

1. Neither the carrier nor any of the persons referred to in article 18 is entitled to the benefit of the limitation of liability as provided in article 59, or as provided in the contract of carriage, if the claimant proves that the loss resulting from the breach of the carrier's obligation under this Convention was attributable to a personal act or omission of the person claiming a right to limit done with the intent to cause such loss or recklessly and with knowledge that such loss would probably result.
2. Neither the carrier nor any of the persons mentioned in article 18 is entitled to the benefit of the limitation of liability as provided in article 60 if the claimant proves that the delay in delivery resulted from a personal act or omission of the person claiming a right to limit done with the intent to cause the loss due to delay or recklessly and with knowledge that such loss would probably result.

Chapter 13 Time for suit

Article 62 Period of time for suit

1. No judicial or arbitral proceedings in respect of claims or disputes arising from a breach of an obligation under this Convention may be instituted after the expiration of a period of two years.
2. The period referred to in paragraph 1 of this article commences on the day on which the carrier has delivered the goods or, in cases in which no goods have been delivered or only part of the goods have been delivered, on the last day on which the goods should have been delivered. The day on which the period commences is not included in the period.
3. Notwithstanding the expiration of the period set out in paragraph 1 of this article, one party may rely on its claim as a defence or for the purpose of set-off against a claim asserted by the other party.

Article 63 Extension of time for suit

The period provided in article 62 shall not be subject to suspension or interruption, but the person against which a claim is made may at any time during the running of the period extend that period by a declaration to the claimant. This period may be further extended by another declaration or declarations.

Article 64 Action for indemnity

第61條 責任限制利益之喪失

1. 如求償人能證明，運送人違反本公約所規定之義務所致之損失，係由於有權主張責任限制之人本人故意造成該損失之作為或不作為所致，或是明知可能發生該損失而輕率作為或不作為所致，則運送人或第18條所述之任何人，無權依第59條規定或依運送契約約定，享有責任限制之利益。
2. 如求償人能證明，遲延交付係因聲稱有權主張責任限制之人本人故意造成遲延損失之作為或不作為所致，或是明知可能發生該損失而輕率地作為或不作為所致，則運送人或第18條所述之任何人，無權依第60條規定享有責任限制之利益。

第13章 訴訟時效

第62條 訴訟時效期間

1. 於二年訴訟時效期間屆滿後，即不得就違反本公約任何義務所生之求償或爭議提起訴訟或仲裁程序。
2. 本條第1項所述之訴訟時效期間，自運送人交付貨物之日起算，未交付貨物或只交付部分貨物者，自本應交付貨物最後之日起算。訴訟時效期間之起算日不計入該期間內。
3. 無論本條第1項規定之訴訟時效期間是否屆滿，一方當事人仍得提出求償作為抗辯，或以此抵消對方當事人所提出之求償。

第63條 訴訟時效之延長

第62條所規定之訴訟時效期間不得中止或中斷，然被求償人可於訴訟時效期間內之任何時間，向求償人為聲明之方式延長該訴訟時效期間。該訴訟時效期間可經再次聲明或多次聲明而進一步延長。

第64條 追償訴訟

An action for indemnity by a person held liable may be instituted after the expiration of the period provided in article 62 if the indemnity action is instituted within the later of:

- (a) The time allowed by the applicable law in the jurisdiction where proceedings are instituted; or
- (b) Ninety days commencing from the day when the person instituting the action for indemnity has either settled the claim or been served with process in the action against itself, whichever is earlier.

Article 65 Actions against the person identified as the carrier

An action against the bareboat charterer or the person identified as the carrier pursuant to article 37, paragraph 2, may be instituted after the expiration of the period provided in article 62 if the action is instituted within the later of:

- (a) The time allowed by the applicable law in the jurisdiction where proceedings are instituted; or
- (b) Ninety days commencing from the day when the carrier has been identified, or the registered owner or bareboat charterer has rebutted the presumption that it is the carrier, pursuant to article 37, paragraph 2.

Chapter 14 Jurisdiction

Article 66 Actions against the carrier

Unless the contract of carriage contains an exclusive choice of court agreement that complies with article 67 or 72, the plaintiff has the right to institute judicial proceedings under this Convention against the carrier:

- (a) In a competent court within the jurisdiction of which is situated one of the following places:
 - (i) The domicile of the carrier;
 - (ii) The place of receipt agreed in the contract of carriage;
 - (iii) The place of delivery agreed in the contract of carriage;or
- (iv) The port where the goods are initially loaded on a ship or the port where the goods are finally discharged from a ship; or
- (b) In a competent court or courts designated by an agreement between the shipper and the carrier for the purpose of deciding claims against the carrier that may arise under this Convention.

Article 67 Choice of court agreements

被認定應負責之人，仍得於第62條規定之訴訟時效期間屆滿後提起追償訴訟，提起該追償訴訟之時效期間以下列較晚者為準：

- (a) 提起訴訟之管轄地準據法所允許之訴訟時效期間內；或
- (b) 自提起追償訴訟之人解決原求償之日起，或自收到向其本人送達之起訴文書之日(以較早者為準)起九十日內。

第65條 對載明為運送人之人之訴訟

對光船租船人或依第37條第2項載明為運送人之人之訴訟，可於第62條所規定之訴訟時效期間屆滿後提起，提起該訴訟之訴訟時效期間以下列較晚者為準：

- (a) 提起訴訟程序之管轄地準據法所允許之時效期間內；或
- (b) 自載明運送人身份之日起，或自船舶登記所有人或光船租船人依據第37條第2項推翻其為運送人之推定之日起九十日內。

第14章 管轄

第66條 對運送人提起之訴訟

除運送契約載有一符合第67條或第72條法院專屬管轄協議外，原告依本公約有權依下列規定對運送人提起訴訟程序：

- (a) 於下列地點擁有管轄權之任一適當法院：
 - (i) 運送人住所；
 - (ii) 運送契約協議收貨地；
 - (iii) 運送契約協議交貨地；或
 - (iv) 貨物最初裝船港或貨物最終卸船港；或
- (b) 為確定本公約下可能產生對運送人求償事項之目的，託運人與運送人得經由協議擇定一或數適當法院。

第67條 法院選擇協議

1. The jurisdiction of a court chosen in accordance with article 66, subparagraph (b), is exclusive for disputes between the parties to the contract only if the parties so agree and the agreement conferring jurisdiction:
 - (a) Is contained in a volume contract that clearly states the names and addresses of the parties and either (i) is individually negotiated or (ii) contains a prominent statement that there is an exclusive choice of court agreement and specifies the sections of the volume contract containing that agreement; and
 - (b) Clearly designates the courts of one Contracting State or one or more specific courts of one Contracting State.
2. A person that is not a party to the volume contract is bound by an exclusive choice of court agreement concluded in accordance with paragraph 1 of this article only if:
 - (a) The court is in one of the places designated in article 66, subparagraph (a);
 - (b) That agreement is contained in the transport document or electronic transport record;
 - (c) That person is given timely and adequate notice of the court where the action shall be brought and that the jurisdiction of that court is exclusive; and
 - (d) The law of the court seized recognizes that that person may be bound by the exclusive choice of court agreement.

Article 68 Actions against the maritime performing party

The plaintiff has the right to institute judicial proceedings under this Convention against the maritime performing party in a competent court within the jurisdiction of which is situated one of the following places:

- (a) The domicile of the maritime performing party; or
- (b) The port where the goods are received by the maritime performing party, the port where the goods are delivered by the maritime performing party or the port in which the maritime performing party performs its activities with respect to the goods.

Article 69 No additional bases of jurisdiction

Subject to articles 71 and 72, no judicial proceedings under this Convention against the carrier or a maritime performing party may be instituted in a court not designated pursuant to article 66 or 68.

Article 70 Arrest and provisional or protective measures

1. 依第66條(b)項所擇定之法院，僅於契約當事人確有此協議且授予該管轄，並滿足下列各條件時，始能對契約當事人間之爭議具有專屬管轄權：
 - (a) 訂於大批量契約中，該契約清楚載明各方當事人之名稱及地址，且(i)為單獨協商訂立；或(ii)訂有一存在一項專屬法院選擇協議之明確聲明，且特別指出大批量契約中訂有該協定之條款；且
 - (b) 清楚指定某締約國法院或某締約國之一或數特定法院。
2. 依本條第1項所訂立之專屬管轄法院選擇協議，僅於滿足下列各條件，始能對非大批量契約當事人之人具有約束力：
 - (a) 該法院位於第66條(a)項所規定之地點之一；
 - (b) 該協議訂入運送單證或電子運送記錄中；
 - (c) 關於應起訴地法院及該法院擁有專屬管轄權之通知業已及時、正確地送達給該人；且
 - (d) 受審法院之法律承認該專屬管轄法院選擇協議對該人具有約束力。

第68條 對海運履約運送人之訴訟

原告有權於下列地點之一具有管轄權之法院，依本公約對海運履約運送人提起訴訟程序：

- (a) 海運履約運送人之住所；或
- (b) 海運履約運送人收受貨物之港口或海運履約運送人交付貨物之港口，或海運履約運送人執行與貨物有關各種作業之港口。

第69條 不另增管轄地

除第71條及第72條另有規定外，不得於非依據第66條或第68條所規定之法院，依本公約對運送人或海運履約運送人提起訴訟程序。

第70條 假扣押及臨時或保全措施

Nothing in this Convention affects jurisdiction with regard to provisional or protective measures, including arrest. A court in a State in which a provisional or protective measure was taken does not have jurisdiction to determine the case upon its merits unless:

- (a) The requirements of this chapter are fulfilled; or
- (b) An international convention that applies in that State so provides.

Article 71 Consolidation and removal of actions

1. Except when there is an exclusive choice of court agreement that is binding pursuant to article 67 or 72, if a single action is brought against both the carrier and the maritime performing party arising out of a single occurrence, the action may be instituted only in a court designated pursuant to both article 66 and article 68. If there is no such court, such action may be instituted in a court designated pursuant to article 68, subparagraph (b), if there is such a court.
2. Except when there is an exclusive choice of court agreement that is binding pursuant to article 67 or 72, a carrier or a maritime performing party that institutes an action seeking a declaration of non-liability or any other action that would deprive a person of its right to select the forum pursuant to article 66 or 68 shall, at the request of the defendant, withdraw that action once the defendant has chosen a court designated pursuant to article 66 or 68, whichever is applicable, where the action may be recommenced.

Article 72 Agreement after a dispute has arisen and jurisdiction when the defendant has entered an appearance

1. After a dispute has arisen, the parties to the dispute may agree to resolve it in any competent court.
2. A competent court before which a defendant appears, without contesting jurisdiction in accordance with the rules of that court, has jurisdiction.

Article 73 Recognition and enforcement

1. A decision made in one Contracting State by a court having jurisdiction under this Convention shall be recognized and enforced in another Contracting State in accordance with the law of such latter Contracting State when both States have

本公約規定不影響有關臨時或保全措施，包括對假扣押之管轄權。除符合下列事項外，臨時或保全措施實施地所在國法院不享有審判案件之實體管轄權：

- (a) 符合本章要求；或
- (b) 一國際公約適用於該國，並為如此規定者。

第71條 訴訟合併及移送

1. 除依第67條或第72條存有一具約束力之專屬法院選擇協議，就同一事件同時對運送人及海運履約運送人提起一共同訴訟者，僅能於同時依第66條及第68條所規定之某法院提起該訴訟。如無該法院，可於依照第68條(b)項所規定之法院中提起該訴訟，一如有該法院般。
2. 除依第67條或第72條存有一具約束力之專屬法院選擇協議，運送人或海運履約運送人所提起尋求一不負賠償責任主張之訴訟或所提起之其他任何訴訟可能會剝奪一人依第66條或第68條選擇訴訟地之權利時，該運送人或海運履約運送人應於被告已選擇依第66條或第68條(依可適用者為準)所規定之法院情況下，依被告要求撤回該訴訟，然可於該法院重新提起訴訟。

第72條 爭議發生後之協議及被告已應訴時之管轄權

1. 爭議發生後，爭議各方當事人仍得協議約定於任何適當管轄法院解決爭議。
2. 被告於一適當管轄法院應訴，而未依照該法院規則提出管轄權異議者，該法院即擁有管轄權。

第73條 判決承認及執行

1. 依本公約擁有管轄權之法院所作出之判決，應於另一締約國內依該締約國法律獲得承認及執行，然二國已依第74條作出聲明者除外。

made a declaration in accordance with article 74.

2. A court may refuse recognition and enforcement based on the grounds for the refusal of recognition and enforcement available pursuant to its law.
3. This chapter shall not affect the application of the rules of a regional economic integration organization that is a party to this Convention, as concerns the recognition or enforcement of judgements as between member States of the regional economic integration organization, whether adopted before or after this Convention.

Article 74 Application of chapter 14

The provisions of this chapter shall bind only Contracting States that declare in accordance with article 91 that they will be bound by them.

Chapter 15 Arbitration

Article 75 Arbitration agreements

1. Subject to this chapter, parties may agree that any dispute that may arise relating to the carriage of goods under this Convention shall be referred to arbitration.
2. The arbitration proceedings shall, at the option of the person asserting a claim against the carrier, take place at:
 - (a) Any place designated for that purpose in the arbitration agreement; or
 - (b) Any other place situated in a State where any of the following places is located:
 - (i) The domicile of the carrier;
 - (ii) The place of receipt agreed in the contract of carriage;
 - (iii) The place of delivery agreed in the contract of carriage; or
 - (iv) The port where the goods are initially loaded on a ship or the port where the goods are finally discharged from a ship.
3. The designation of the place of arbitration in the agreement is binding for disputes between the parties to the agreement if the agreement is contained in a volume contract that clearly states the names and addresses of the parties and either:
 - (a) Is individually negotiated; or
 - (b) Contains a prominent statement that there is an arbitration agreement and specifies the sections of the volume contract containing the arbitration agreement.
4. When an arbitration agreement has been concluded in accordance with paragraph 3 of this article, a person that is not a party to the volume contract is bound by the designation

2. 任一法院得依其法律規定，具有拒絕承認及執行之理由，拒絕給予承認及執行。
3. 本章規定不影響加入本公約之區域性經濟聯盟組織對其成員國彼此承認或執行判決適用該組織之規則，不論該規則之通過時間為本公約之前或之後。

第74條 第14章之適用

本章規定僅針對依據第91條聲明其將受本章規定約束之締約國具約束力。

第15章 仲裁

第75條 仲裁協議

1. 除本章另有規定外，當事人得經由協定約定，任何依據本公約貨物運送可能產生之爭議均應提交仲裁。
2. 仲裁程序應依對運送人提起求償人之選擇，於下列地點舉行：
 - (a) 於仲裁協議為此目的所指定之任何地點；或
 - (b) 於下列地點所在國之該國其他任何地點：
 - (i) 運送人住所；
 - (ii) 運送契約協議收貨地；
 - (iii) 運送契約協議交貨地；或
 - (iv) 貨物最初裝船港或貨物最終卸船港。
3. 仲裁協議所指定之仲裁地對仲裁協議當事人間爭議具有約束力之前提要件是，訂有該仲裁協議之大批量契約清楚載明各方當事人之名稱及地址，且該大批量契約屬於下列情況之一：
 - (a) 為單獨協商訂立；或
 - (b) 訂有一存在一項仲裁協議之明確聲明，且特別指出大批量契約中訂有該仲裁協議之條款。
4. 仲裁協議已依據本條第3項訂立者，該協議所指定之仲裁地，僅於滿足下列各項條件之一者，始能對

of the place of arbitration in that agreement only if:

- (a) The place of arbitration designated in the agreement is situated in one of the places referred to in subparagraph 2 (b) of this article;
 - (b) The agreement is contained in the transport document or electronic transport record;
 - (c) The person to be bound is given timely and adequate notice of the place of arbitration; and
 - (d) Applicable law permits that person to be bound by the arbitration agreement.
5. The provisions of paragraphs 1, 2, 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 to the extent that it is inconsistent therewith is void.

Article 76 Arbitration agreement in non-liner transportation

1. Nothing in this Convention affects the enforceability of an arbitration agreement in a contract of carriage in non-liner transportation to which this Convention or the provisions of this Convention apply by reason of:
 - (a) The application of article 7; or
 - (b) The parties' voluntary incorporation of this Convention in a contract of carriage that would not otherwise be subject to this Convention.
2. Notwithstanding paragraph 1 of this article, an arbitration agreement in a transport document or electronic transport record to which this Convention applies by reason of the application of article 7 is subject to this chapter unless such a transport document or electronic transport record:
 - (a) Identifies the parties to and the date of the charter party or other contract excluded from the application of this Convention by reason of the application of article 6; and
 - (b) Incorporates by specific reference the clause in the charter party or other contract that contains the terms of the arbitration agreement.

Article 77 Agreement to arbitrate after a dispute has arisen

Notwithstanding the provisions of this chapter and chapter 14, after a dispute has arisen the parties to the dispute may agree to resolve it by arbitration in any place.

Article 78 Application of chapter 15

The provisions of this chapter shall bind only Contracting States that declare in accordance with article 91 that they will be bound by them.

非大批量契約當事人之人具有約束力：

- (a) 該協議所指定之仲裁地位於本條第2項(a)項所載各地點之一；
 - (b) 該協議被訂入運送單證或電子運送記錄；
 - (c) 仲裁地之通知已及時且正確地送達給受仲裁協議約束之人；且
 - (d) 準據法准許該人受該仲裁協議之約束。
5. 本條第1項、第2項、第3項及第4項規定，視為任一仲裁條款或仲裁協議之一部分，該條款或協議之規定，凡與之不一致者，一概無效。

第76條 非班輪運送之仲裁協議

1. 非班輪運送之運送契約因下列原因而適用本公約或本公約之規定者，本公約規定不影響該運送契約有關仲裁協議之可執行力：
 - (a) 第7條之適用；或
 - (b) 各方當事人自願於原不受本公約規範之運送契約中納入適用本公約。
2. 無論本條第1項規定為何，運送單證或電子運送記錄因適用第7條而適用本公約者，其仲裁協議仍應受本章規範，然該仲裁協議有下列情況者除外：
 - (a) 以參照方式訂入因適用第6條而被排除於本公約適用範圍外之租傭船契約或其他契約之仲裁協議之規定；且
 - (b) 以特別約定方式將含有仲裁協議約定之條款納入租傭船契約或其他契約中。

第77條 爭議發生後之仲裁協議

無論本章及第14章規定為何，爭議發生後，爭議各方當事人仍得以協議約定於任何地點以仲裁方式解決爭議。

第78條 第15章的適用

本章規定僅針對依據第93條聲明其將受本章規定拘束之締約國具有約束力。

Article 79 General provisions

第79條 一般規定

1. Unless otherwise provided in this Convention, any term in a contract of carriage is void to the extent that it:
 - (a) Directly or indirectly excludes or limits the obligations of the carrier or a maritime performing party under this Convention;
 - (b) Directly or indirectly excludes or limits the liability of the carrier or a maritime performing party for breach of an obligation under this Convention; or
 - (c) Assigns a benefit of insurance of the goods in favour of the carrier or a person referred to in article 18.
2. Unless otherwise provided in this Convention, any term in a contract of carriage is void to the extent that it:
 - (a) Directly or indirectly excludes, limits or increases the obligations under this Convention of the shipper, consignee, controlling party, holder or documentary shipper; or
 - (b) Directly or indirectly excludes, limits or increases the liability of the shipper, consignee, controlling party, holder or documentary shipper for breach of any of its obligations under this Convention.

1. 除本公約另有規定外，運送契約之任何條款，有下列情形之一者，該條款應為無效：
 - (a) 直接或間接免除或限制運送人或海運履約運送人於本公約應承擔之義務；
 - (b) 直接或間接免除或限制運送人或海運履約運送人對違反本公約之義務所應負責之賠償責任；
 - (c) 將貨物保險之利益轉讓給運送人或第18條所述及之人。
2. 除本公約另有規定外，運送契約之任何條款，有下列情形之一者，應為無效：
 - (a) 直接或間接免除、限制或增加託運人、受貨人、控制方、持有人或單證託運人於本公約應承擔之義務；
 - (b) 直接或間接免除、限制或增加託運人、受貨人、控制方、持有人或單證託運人對違反本公約之任何義務所應負之賠償責任。

Article 80 Special rules for volume contracts

第80條 大批量契約之特別規則

1. Notwithstanding article 79, as between the carrier and the shipper, a volume contract to which this Convention applies may provide for greater or lesser rights, obligations and liabilities than those imposed by this Convention.
2. A derogation pursuant to paragraph 1 of this article is binding only when:
 - (a) The volume contract contains a prominent statement that it derogates from this Convention;
 - (b) The volume contract is (i) individually negotiated or (ii) prominently specifies the sections of the volume contract containing the derogations;
 - (c) The shipper is given an opportunity and notice of the opportunity to conclude a contract of carriage on terms and conditions that comply with this Convention without any derogation under this article; and
 - (d) The derogation is neither (i) incorporated by reference from another document nor (ii) included in a contract of adhesion that is not subject to negotiation.
3. A carrier's public schedule of prices and services, transport

1. 無論第81條規定為何，於運送人與託運人間，本公約所適用之大批量契約得約定增加或減少本公約所規定之權利、義務及賠償責任。
2. 依本條第1項所為之差異約定，僅在下列情況下具有約束力：
 - (a) 該大批量契約訂有一該大批量契約異於本公約之明確聲明；
 - (b) 該大批量契約(i)無單獨協商訂立，或(ii)明確規定大批量契約訂有異於本公約內容之條款；
 - (c) 已給予託運人得依據符合本公約條款及條件訂立運送契約，而不依據本條作出任何差異約定之機會，且該機會已通知託運人；且
 - (d) 該差異約定(i)非僅以併入方式併入另一文件，或(ii)並非規定於一未經協商之附合契約中。
3. 運送人之公開運價表及服務表、運

document, electronic transport record or similar document is not a volume contract pursuant to paragraph 1 of this article, but a volume contract may incorporate such documents by reference as terms of the contract.

4. Paragraph 1 of this article does not apply to rights and obligations provided in articles 14, subparagraphs (a) and (b), 29 and 32 or to liability arising from the breach thereof, nor does it apply to any liability arising from an act or omission referred to in article 61.
5. The terms of the volume contract that derogate from this Convention, if the volume contract satisfies the requirements of paragraph 2 of this article, apply between the carrier and any person other than the shipper provided that:
 - (a) Such person received information that prominently states that the volume contract derogates from this Convention and gave its express consent to be bound by such derogations; and
 - (b) Such consent is not solely set forth in a carrier's public schedule of prices and services, transport document or electronic transport record.
6. The party claiming the benefit of the derogation bears the burden of proof that the conditions for derogation have been fulfilled.

Article 81 Special rules for live animals and certain other goods

Notwithstanding article 79 and without prejudice to article 80, the contract of carriage may exclude or limit the obligations or the liability of both the carrier and a maritime performing party if:

- (a) The goods are live animals, but any such exclusion or limitation will not be effective if the claimant proves that the loss of or damage to the goods, or delay in delivery, resulted from an act or omission of the carrier or of a person referred to in article 18, done with the intent to cause such loss of or damage to the goods or such loss due to delay or done recklessly and with knowledge that such loss or damage or such loss due to delay would probably result; or
- (b) The character or condition of the goods or the circumstances and terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement, provided that such contract of carriage is not related to ordinary commercial shipments made in the ordinary course of trade and that no negotiable transport document or negotiable electronic transport record is issued for the carriage of the goods.

送單證、電子運送記錄或類似文件並非本條第1項所指之大批量契約，然大批量契約得透過併入方式併入此類文件，將其作為契約條款之一部份。

4. 本條第1項規定不適用於第14條(a)項及(b)項、第29條及第32條所規定之權利及義務或因違反上述規定而產生之責任，亦不適用於因第61條所述及之作為或不作為而產生之任何責任。
5. 大批量契約滿足本條第2項要求者，其中異於本公約之條款，須滿足下列事項，始能於運送人與非託運人之其他任何人間予以適用：
 - (a) 該人已收到明確記載該大批量契約中有異於本公約之資料，且明確同意受該差異約定之約束；且
 - (b) 該同意不應僅於運送人之公開運價表及服務表、運送單證或電子運送記錄上載明。
6. 任一方當事人對異於本公約主張利益者，負有證明異於本公約各項規定已獲得滿足之舉證責任。

第81條 活動物及某些其他貨物之特別規則

無論第79條規定為何，於不影響第80條規定之情況下，運送契約得免除或限制運送人及海運履約運送人有關下列事項之義務或責任：

- (a) 貨物為活動物，然如求償人證明，貨物滅失、毀損或遲延交付係因運送人或第18條所述及之人明知可能產生該滅失、毀損或遲延損失而輕率地作為或不作為所致者，任何該責任之免除或限制均屬無效；或
- (b) 貨物之性質或狀況，或履行本運送之情況及條件，有合理理由被認定是一特別協定，然該類運送契約不能涉及正常貿易過程中所進行之正常商業貨運，且該貨物之運送尚未簽發可轉讓運送單證或可轉讓電子運送記錄。

Chapter 17 Matters not governed by this Convention

第17章 不受本公約規範之事項

Article 82 International conventions governing the carriage of goods by other modes of transport

第82條 規範經由其他運送方式為貨物運送之國際公約

Nothing in this Convention affects the application of any of the following international conventions in force at the time this Convention enters into force, including any future amendment to such conventions, that regulate the liability of the carrier for loss of or damage to the goods:

本公約規定不影響本公約生效時已生效，規範運送人對貨物滅失或毀損賠償責任之下列國際公約，包括該公約之任何後續修正之適用：

- (a) Any convention governing the carriage of goods by air to the extent that such convention according to its provisions applies to any part of the contract of carriage;
- (b) Any convention governing the carriage of goods by road to the extent that such convention according to its provisions applies to the carriage of goods that remain loaded on a road cargo vehicle carried on board a ship;
- (c) Any convention governing the carriage of goods by rail to the extent that such convention according to its provisions applies to carriage of goods by sea as a supplement to the carriage by rail; or
- (d) Any convention governing the carriage of goods by inland waterways to the extent that such convention according to its provisions applies to a carriage of goods without trans-shipment both by inland waterways and sea.

- (a) 規範航空貨物運送之任何公約，就該公約依其規定適用於運送契約任何部分之範圍；
- (b) 規範公路貨物運送之任何公約，就該公約依其規定適用於載貨車輛運載於船上之貨物運送之範圍；
- (c) 規範鐵路貨物運送之任何公約，就該公約依其規定適用於以海上貨物運送作為補充鐵路運送之範圍；或
- (d) 規範內河航道貨物運送之任何公約，就該公約依其規定適用於不在內河航道及海上轉船之貨物運送之範圍。

Article 83 Global limitation of liability

第83條 總責任限額

Nothing in this Convention affects the application of any international convention or national law regulating the global limitation of liability of vessel owners.

本公約規定不影響任何規範船舶所有人責任限制之國際公約或國內法之適用。

Article 84 General average

第84條 共同海損

Nothing in this Convention affects the application of terms in the contract of carriage or provisions of national law regarding the adjustment of general average.

本公約規定不影響有關共同海損理算之運送契約條款或國內法規規定之適用。

Article 85 Passengers and luggage

第85條 旅客及行李

This Convention does not apply to a contract of carriage for passengers and their luggage.

本公約不適用於旅客及其行李之運送契約。

Article 86 Damage caused by nuclear incident

第86條 核子事故所致損害

No liability arises under this Convention for damage caused by a nuclear incident if the operator of a nuclear installation is liable for such damage:

對於核子事故所致損害，依下列國際文書應由核子設施營運人負責該損害者，本公約下的任何賠償責任：

- (a) Under the Paris Convention on Third Party Liability in the Field of Nuclear Energy of 29 July 1960 as amended by the

- (a) 依1964年1月28日附加議定書修訂之1960年7月29日關於在核能領域

Additional Protocol of 28 January 1964 and by the Protocols of 16 November 1982 and 12 February 2004, the Vienna Convention on Civil Liability for Nuclear Damage of 21 May 1963 as amended by the Joint Protocol Relating to the Application of the Vienna Convention and the Paris Convention of 21 September 1988 and as amended by the Protocol to Amend the 1963 Vienna Convention on Civil Liability for Nuclear Damage of 12 September 1997, or the Convention on Supplementary Compensation for Nuclear Damage of 12 September 1997, including any amendment to these conventions and any future convention in respect of the liability of the operator of a nuclear installation for damage caused by a nuclear incident; or

- (b) Under national law applicable to the liability for such damage, provided that such law is in all respects as favourable to persons that may suffer damage as either the Paris or Vienna Conventions or the Convention on Supplementary Compensation for Nuclear Damage.

第三人責任之巴黎公約或1963年5月21日關於核子損害民事責任維也納公約、經1988年9月21日關於適用維也納公約及巴黎公約之聯合議定書修訂並經1997年9月12日修訂1963年關於核子損害民事責任維也納公約議定書修訂之1963年5月21日關於核子損害民事責任維也納公約或1997年9月12日關於核子損害附加賠償公約，或

- (b) 依據規範此類損害賠償責任之任何國內法，然以該國內法必須於任何方面與巴黎公約或維也納公約或關於核子損害附加賠償公約同樣地有利於遭受損害之個人。

Chapter 18 Final clauses

第18章 最後條款

Article 87 Depositary

第87條 保存人

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

謹此指定聯合國秘書長為本公約之保存人。

Article 88 Signature, ratification, acceptance, approval or accession

第88條 簽署、批准、接受、核准或加入

1. This Convention is open for signature by all States at Rotterdam, the Netherlands, on 23 September 2009, and thereafter at the Headquarters of the United Nations in New York.
2. This Convention is subject to ratification, acceptance or approval by the signatory States.
3. This Convention is open for accession by all States that 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.

1. 本公約自2009年9月23日開放供各國簽署，隨後於紐約聯合國總部開放供各國簽署。
2. 本公約須經簽署國批准、接受或核准。
3. 本公約自開放供簽署之日起對所有未簽署國開放供加入。
4. 批准書、接受書、核准書及加入書應交存聯合國秘書長。

Article 89 Denunciation of other conventions

第89條 退出其他公約

1. A State that ratifies, accepts, approves or accedes to this Convention and is a party to the International Convention for the Unification of certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924, to the Protocol to amend the International Convention for the Unification of certain Rules of Law relating to Bills of Lading, signed at

1. 1924年8月25日於布魯塞爾所簽署之統一某些載貨證券規則國際公約、1968年2月23日簽署之修訂1924年8月25日布魯塞爾簽署之統一某些載貨證券規則國際公約議定書、或1979年12月21日於布魯塞爾簽署

Brussels on 23 February 1968, or to the Protocol to amend the International Convention for the Unification of certain Rules of Law relating to Bills of Lading as Modified by the Amending Protocol of 23 February 1968, signed at Brussels on 21 December 1979, shall at the same time denounce that Convention and the protocol or protocols thereto to which it is a party by notifying the Government of Belgium to that effect, 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. A State that ratifies, accepts, approves or accedes to this Convention and is a party to the United Nations Convention on the Carriage of Goods by Sea concluded at Hamburg on 31 March 1978 shall at the same time denounce that Convention by notifying the Secretary-General of the United Nations to that effect, 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.
3. For the purposes of this article, ratifications, acceptances, approvals and accessions in respect of this Convention by States parties to the instruments listed in paragraphs 1 and 2 of this article that are notified to the depositary after this Convention has entered into force are not effective until such denunciations as may be required on the part of those States in respect of these instruments have become effective. The depositary of this Convention shall consult with the Government of Belgium, as the depositary of the instruments referred to in paragraph 1 of this article, so as to ensure necessary coordination in this respect.

Article 90 Reservations

No reservation is permitted to this Convention.

Article 91 Procedure and effect of declarations

1. The declarations permitted by articles 74 and 78 may be made at any time. The initial declarations permitted by article 92, paragraph 1, and article 93, paragraph 2, shall be made at the time of signature, ratification, acceptance, approval or accession. No other declaration is permitted under this Convention.
2. Declarations made at the time of signature are subject to confirmation upon ratification, acceptance or approval.
3. Declarations and their confirmations are to be in writing and to be formally notified to the depositary.
4. 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

之修正經由1968年2月23日修正議定書修正之統一某些載貨證券規則國際公約議定書之締約國，應於批准、接受、核准或加入本公約之同時，透過向比利時政府提出適當通知，聲明退出其為締約國之該公約及其議定書，同時聲明該退出應自本公約對該國生效之日起生效。

2. 1978年3月31日於漢堡締結之聯合國海上貨物運送公約之締約國，應於批准、接受、核准或加入本公約之同時，透過向聯合國秘書長提出適當通知，退出該公約，同時聲明該退出應自本公約對該國生效之日起生效。
3. 為本條之目的，本條第1項及第2項所列各項文書之締約國對本公約之批准、接受、核准及加入，若於本公約生效之後才通知保存人，則僅於該國家依照要求對該文書之退出生效後方可生效。本公約保存人應當與作為本條第1項所列各項文書保存人之比利時政府協商，確保此方面之必要協調。

第90條 保留

不得對本公約作出保留。

第91條 聲明程序及效力

1. 第74條及第78條准許之聲明，得於任何時間為之。第92條第1項及第93條第2項准許之聲明，應於簽署、批准、接受、核准或加入時為之。其他聲明，本公約一概不予准許。
2. 於簽署時所為之聲明，必須於批准、接受或核准時予以確認。
3. 聲明及其確認，應以書面方式為之，且應正式通知保存人。
4. 聲明於本公約對有關國家生效時同時生效。然保存人於本公約生效後所收到之正式聲明通知，應於保存人收到該聲明通知之日起滿六個月

the first day of the month following the expiration of six months after the date of its receipt by the depositary.

5. Any State that makes a declaration under this Convention may withdraw it at any time by a formal notification in writing addressed to the depositary. The withdrawal of a declaration, or its modification where permitted by this Convention, 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 92 Effect in domestic territorial units

1. If a Contracting 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 amend its declaration by submitting another declaration at any time.
2. These declarations are to be notified to the depositary and are to state expressly the territorial units to which the Convention extends.
3. When a Contracting State has declared pursuant to this article that this Convention extends to one or more but not all of its territorial units, a place located in a territorial unit to which this Convention does not extend is not considered to be in a Contracting State for the purposes of this Convention.
4. If a Contracting State makes no declaration pursuant to paragraph 1 of this article, the Convention is to extend to all territorial units of that State.

Article 93 Participation by regional economic integration organizations

1. A regional economic integration organization that is constituted by sovereign States and has competence over certain matters governed by this Convention may similarly sign, ratify, accept, approve or accede to this Convention. The regional economic integration organization shall in that case have the rights and obligations of a Contracting State, to the extent that that organization has competence over matters governed by this Convention. When the number of Contracting States is relevant in this Convention, the regional economic integration organization does not count as a Contracting State in addition to its member States which are Contracting States.
2. The regional economic integration organization shall, at the

後之次月首日生效。

5. 依本公約規定作出聲明之任何國家，得於任何時間以書面方式正式通知保存人撤回該聲明。聲明之撤回，或於本公約准許情況下對於聲明之修改，於保存人收到該通知之日起滿六個月後之次月首日生效。

第92條 於本國領區之效力

1. 如一締約國擁有二或以上之領區，而各領區對本公約所涉事項適用不同法律制度者，得於簽署、批准、接受、核准或加入時聲明本公約適用於本國之全部領區或僅適用於其中之一或數領區，且可於任何時間經由提出另一聲明修改其所為之聲明。
2. 該聲明應通知保存人，且明確指出適用本公約之領區。
3. 如依本條規定提出聲明，本公約適用於締約國之一或數領區而非全部領區，且一方當事人之營業地位於該國境內者，為本公約之目的，除該營業地位於適用本公約之一領區內，否則該營業地應被視為不在締約國之內。
4. 如締約國未依據本條第1項提出聲明，本公約適用於該國之全部領區。

第93條 區域性經濟聯盟組織之參與

1. 由諸多主權國家所組成，且對本公約所規範之若干事項擁有管轄權之區域性經濟聯盟組織亦可簽署、批准、接受、核准或加入本公約。於此情況下，區域性經濟聯盟組織所享有之權利及承擔之義務與締約國相同，然僅限於該組織對本公約所規範事項擁有管轄權之部分。於涉及本公約締約國數目時，區域性經濟聯盟組織內的成員國為本公約締約國者，該區域性經濟聯盟組織不得計入一締約國。
2. 區域性經濟聯盟組織應於簽署、批

time of signature, ratification, acceptance, approval or accession, make a declaration to the depositary specifying the matters governed by this Convention in respect of which competence has been transferred to that organization by its member States. The regional economic integration organization shall promptly notify the depositary of any changes to the distribution of competence, including new transfers of competence, specified in the declaration pursuant to this paragraph.

3. Any reference to a “Contracting State” or “Contracting States” in this Convention applies equally to a regional economic integration organization when the context so requires.

Article 94 Entry into force

1. This Convention enters into force on the first day of the month following the expiration of one year after the date of deposit of the twentieth instrument of ratification, acceptance, approval or accession.
2. For each State that becomes a Contracting State to this Convention after the date of the deposit of the twentieth 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 this Convention to contracts of carriage concluded on or after the date of the entry into force of this Convention in respect of that State.

Article 95 Revision and amendment

1. At the request of not less than one third of the Contracting States to this Convention, the Secretary-General of the United Nations 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 96 Denunciation of this Convention

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. If a longer period is specified in the notification, the denunciation takes effect upon the

准、接受、核准或加入時向保存人提出聲明，指出對本公約所規範之哪些事項之管轄權已由其成員國轉移給該組織。依本項提出聲明後，如管轄權分配有任何變動，包括新的管轄權轉移等，區域性經濟聯盟組織應迅速通知保存人。

3. 於本公約，述及“一締約國”或“締約國”者，視其必要，同等適用於區域性經濟聯盟組織。

第94條 生效

1. 本公約於第20份批准書、接受書、核准書或加入書交存之日起滿1年後之次月首日生效。
2. 任一國於第20份批准書、接受書、核准書或加入書交存日後成為本公約締約國者，本公約於該國相應文書交存之日起滿1年後之次月首日對該國生效。
3. 運送契約於本公約於某締約國生效之日或生效後訂立者，該締約國就對該契約應適用本公約。

第95條 修訂及修正

1. 於應不少於三分之一本公約締約國之請求，保存人應召開締約國會議修訂或修正本公約。
2. 本公約修正案生效後所交存之任何批准書、接受書、核准書或加入書，視為適用經修正之公約。

第96條 退出本公約

1. 締約國可透過向保存人發送書面通知方式，於任何時間退出本公約。
2. 退出於保存人收到通知12個月期滿後之次月首日生效。通知中如有指明更長期限者，退約於保存人收到通知後之該更長期限期滿時生效。

expiration of such longer period after the notification is received by the depositary.

DONE at New York, this eleventh day of December two thousand and eight, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

二〇〇八年十二月十一日訂於紐約，原本一份，阿拉伯文、中文、英文、法文、俄文及西文文本同一作準。

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized by their respective Governments, have signed this Convention.

茲經各國政府正式授權之下列署名全權代表簽署本公約，以昭信守。