

**波羅地海國際海事理事會**

**載貨證券 (簡式)**

**使用於租傭船契約**

**(文書編號：CONGENBILL 2007)**

**The Baltic and International Maritime Council -BIMCO**

**BILL OF LADING (Short Form)**

**To be used with charter parties**

**CODE NAME: “CONGENBILL 2007”**

**CONGENBILL 2007**

**BIMCO**

波羅地海國際海事理事會

**CONGENBILL 2007****BILL OF LADING 載貨證券****To be used with charter parties 使用於租傭船契約**

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Shipper 託運人	Bill of Lading No. 載貨證券號碼	Reference No. 參考號碼
Consignee 受貨人	Vessel 船舶	
Notify address 受通知地址	Port of loading 裝貨港	
	Port of discharge 卸貨港	
Shipper's description of goods 託運人之貨品說明	Gross weight 毛重	
(of which ___ on deck at shipper's risk; the Carrier not being responsible for loss or damage howsoever arising) (貨物中之_____以託運人風險裝載於甲板上；運送人不負責任何原因所致之毀損滅失)		
Freight payable as per CHARTER PARTY dated: 運費依_____日簽署之租傭船契約支付	<b>SHIPPED</b> at the Port of Loading in apparent good order and condition on the Vessel for carriage to the Port of Discharge or so near thereto as the Vessel may safely get the goods specified above. Weight, measure, quality, quantity, condition, contents and value unknown. <b>IN WITNESS</b> whereof the Master or Agent of the said vessel has signed the number of Bills of Lading indicated below all of this tenor and date, any one of which being accomplished the others shall be void. <b>FOR CONDITIONS OF CARRIAGE SEE OVERLEAF.</b> 貨物於裝貨港以外表情狀良好裝船，運往卸貨港或船舶可安全將前述貨物卸載之鄰近港口。不知貨物之重量、材積、品質、數量，狀況、內容物及價值。 謹此確認，船長或前述船舶之代理人已簽發以下所載之份數及日期之載貨證券，任一份返還，其他份即行失效。 運送條件見次頁。	
FREIGHT ADVANCE Received on account of freight: 預付運送 已收到之運費額度：		
	Place and date of issue 簽發地點及日期	Number of original Bills of Lading 載貨證券正本份數
Carrier's name/principal place of business: 運送人名稱及主事務所所在地	Signature box: 簽字欄 ..... Carrier 運送人 (Carrier's signature) Or (運送人簽章) 或 ..... as Agent for the Carrier 運送人之代理人 (Agent's name/signature) Or (代理人名稱及簽章) 或 ..... Master 船長 (Master's name/signature) Or (船長姓名及簽章) ..... as Agent for the Master 船長之代理人 (Agent's name/signature) (代理人姓名及簽章)	

# CONGENBILL 2007

## BILL OF LADING 載貨證券

To be used with charter parties 使用於租傭船契約

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### Conditions of Carriage 運送條款

(1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf, including the Law and Arbitration Clause/Dispute Resolution Clause, are herewith incorporated.

(1) 於前頁日期所簽署之租傭船契約之所有條件、條款、自由權及除外規定等，包括準據法及仲裁條款/爭議解決條款，均併入本載貨證券。

#### (2) General Paramount Clause

The International Convention for the Unification of Certain Rules of Law relating to Bills of Lading signed at Brussels on 25 August 1924 (“the Hague Rules”) as amended by the Protocol signed at Brussels on 23 February 1968 (“the Hague-Visby Rules”) and as enacted in the country of shipment shall apply to this Contract. When the Hague-Visby Rules are not enacted in the country of shipment, the corresponding legislation of the country of destination shall apply, irrespective of whether such legislation may only regulate outbound shipments.

When there is no enactment of the Hague-Visby Rules in either the country of shipment or in the country of destination, the Hague-Visby Rules shall apply to this Contract save where the Hague Rules as enacted in the country of shipment or if no such enactment is in place, the Hague Rules as enacted in the country of destination apply compulsorily to this Contract.

The Protocol signed at Brussels on 21 December 1979 (“the SDR Protocol 1979”) shall apply where the Hague-Visby Rules apply, whether mandatorily or by this Contract.

The Carrier shall in no case be responsible for loss of or damage to cargo arising prior to loading, after discharging, or while the cargo is in the charge of another carrier, or with respect to deck cargo and live animals.

#### (2) 一般至上條款

1924年8月25日於布魯塞爾簽署之統一某些載貨證券規則國際公約之海牙規則，或業已將由各貨運國於1968年2月23日於布魯塞爾所簽署制定之海牙威斯比規則於該國生效實施之國家，應適用於本契約。相關貨運國家未簽署批准海牙威斯比規則者，目的地國家之相應法律應予以適用，無論該法律是否僅規範出口貨載。

如裝載地國或目的地國均未簽署批准海牙威斯比規則者，本契約應適用海牙威斯比規則，然如於裝載地國有簽署批准海牙規則，或如無該簽署批准，而目的地國有簽署批准海牙規則者，海牙規則應強制適用於本契約。

於適用海牙威斯比規則時，無論是強制適用或因本契約而適用，1979年12月21日於布魯塞爾所簽署制定之議定書（稱“1979年特別提款權議定書”）亦同樣適用之。

運送人於任何情況下均不負責裝載前、卸載後，或貨物處於其他運送人監管、或有關甲板貨載及活動物之貨物毀損或滅失。

#### (3) General Average

General Average shall be adjusted, stated and settled according to York-Antwerp Rules 1994 in London unless another place is agreed in the Charter Party.

Cargo’s contribution to General Average shall be paid to the Carrier even when such average is the result of a fault, neglect or error of the Master, Pilot or Crew.

#### (3) 共同海損

除租傭船契約另有其他理算地點之協議外，共同海損依1994年約克安特衛普規則及其後續任何修訂於倫敦進行理算。

即使海損係由船長、引水人或船員之過失或疏失所致，貨方仍應支付其中貨物之分攤數額予運送人。

#### (4) New Jason Clause

In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Carrier is not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or the owners of the cargo shall contribute with the Carrier in General Average to the payment of any sacrifices, losses or expenses of a General Average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salvaging vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salvaging vessel or vessels belonged to strangers. Such deposit as the Carrier, or his agents, may deem sufficient to cover the estimated contribution of the goods and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or owners of the goods to the Carrier before delivery.

#### (5) Both-to-Blame Collision Clause

If the Vessel comes into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, Mariner, Pilot or the servants of the Carrier in the navigation or in the management of the Vessel, the owners of the cargo carried hereunder will indemnify the Carrier against all loss or liability to the other or non-carrying vessel or her owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the owners of said cargo, paid or payable by the other or non-carrying vessel or her owners to the owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her owners as part of their claim against the carrying Vessel or the Carrier.

The foregoing provisions shall also apply where the owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.

For particulars of cargo, freight, destination, etc., see overleaf.

#### (4) 新傑森條款

如於航次開始前後，因不論過失與否之任何原因所致生之意外、危險、損害或災難，而依據法規、契約或其他規定，運送人對此類事件或其後果不負責者，則貨物之託運人、受貨人或貨物所有人應於共同海損中與運送人一起分擔可能構成或可能發生具有共同海損性質之犧牲、損失或費用，並應支付有關貨物方面所發生之海難救助費用或特別費用，如救助船舶為本船舶所有人所有或經營，則其救助費用應當如同該救助船舶係屬第三人所有般，予以全額支付。船舶所有人或其代理人所認為足以支付貨物方面之預估分攤款額及其救助費用及特別費用之保證金，一經要求，應由貨物、託運人、受貨人或貨物所有人於提貨之前交付給船舶所有人。

#### (5) 雙方過失碰撞條款

如船舶因他船過失及船長、海員、引水人或船舶所有人受雇人於船舶航行或管理上之任何行為、過失或疏失而導致與他船碰撞，對於所有其他人或非運載船舶或其所有人之所有損失及責任，就該損失或責任所代表之貨物所有人之毀損或損失或無論任何性質之求償，已由其他人或非運載船舶或其所有人支付或應支付給該貨物所有人，及由其他人或非運載船舶或其所有人作為向運載船舶或其所有人為求償之抵銷、扣除或回復之部分，本船所載貨物之所有人應補償船舶所有人。

前述規定亦應適用於非屬碰撞船舶或物體或於碰撞船舶外之任何船舶所有人、營運人或管理人，就有關碰撞或碰觸具有過失之情況。

貨物明細、運費、目的地等，見前頁