



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 2022)

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

**BILL OF LADING (Short Form)**

To be used with charter parties

**CODE NAME: “CONGENBILL 2022”**

**CONGENBILL 2022**



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# BIMCO

波羅地海國際海事理事會

# CONGENBILL 2022

## BILL OF LADING 載貨證券

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Page 1 第一頁

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	
<p>(of which ___ on deck at shipper's risk; the Carrier not being responsible for loss or damage howsoever arising)</p> <p>(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)</p>		
Freight payable as per CHARTER PARTY dated: 運費依_____日簽署之租傭船契約支付	<p><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.</p> <p>Weight, measure, quality, quantity, condition, contents and value unknown.</p> <p>IN WITNESS 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.</p> <p><b>FOR CONDITIONS OF CARRIAGE INCLUDING THE EXCLUSIVE LAW AND ARBITRATION CLAUSE SEE PAGE 2</b></p> <p>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。</p> <p>運送條件，包括專屬準據法及仲裁條款，見第二頁。</p>	
FREIGHT ADVANCE Received on account of freight: 預付運送 已收到之運費額度：	Date shipped on board 裝載上船日期	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
<p>Signature box: 簽字欄.....(Master*/Agent*/Owner*/Charterer*)</p> <p>簽字欄.....(船長*/代理人*/傭船運送人*/傭船人*)</p> <p>*Delete as appropriate 視情刪除</p> <p>If signed by an Agent indicated whether for and on behalf of: 如為代理人簽署，請說明係代表誰簽署：</p> <p>(Agent's name/signature) (代理人姓名及簽署)</p>		



## CONGENBILL 2022

### BILL OF LADING 載貨證券

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

Page 2 第二頁

### Conditions of Carriage 運送條款

- (1) All terms and conditions, liberties and exceptions of the Charter Party, dated as overleaf are herewith incorporated. If the date of the Charter Party is not specified, the relevant charter party is deemed to be the voyage charter party that regulates the carriage of the cargo in respect of which this Bill of Lading has been issued.
- (1) 於前頁所載日期簽署之傭船契約之所有條件、條款、自由權及除外規定等，均併入本載貨證券。如未載明傭船契約日期，相關傭船契約應視為論航傭船契約，以規範本載貨證券簽發之貨物運送。

#### (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士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士比規則者，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士比規則，本契約應適用海牙威士比規則，但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。

於適用海牙威士比規則時，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 2016 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2016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忽所致，貨方仍應支付其中貨物之分攤額予運送人。



#### (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 salving vessel is owned or operated by the Carrier, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Carrier, or its 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.

#### (6) International Group of P&I Clubs/BIMCO Himalaya Clause for Bills of Lading and Other Contracts 2014

(a) For the purposes of this contract, the term "Servant" shall include the owners, managers, and operators of vessels (other than the Carrier), underlying carriers, stevedores and terminal operators, and any direct or indirect servant, agent, or subcontractor (including their own subcontractors), or any other party employed by or on behalf of the Carrier, or whose services or equipment have been used to perform this contract whether in direct contractual privity with the Carrier or not.

(b) It is hereby expressly agreed that no Servant shall in any circumstances whatsoever be under any liability whatsoever

#### (4) 新傑森條款

如於航程開始前後，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，運送人對該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，如救助船舶為本運送人所有或經營，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。運送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本運送人。

#### (5) 雙方過失碰撞條款

如船舶因他船過失及船長、海員、引水人或本運送人受雇人於船舶航行或管理上之任何行為、過失或疏忽而導致與他船碰撞，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本運送人。

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。

#### (6) 防護及補償協會國際集團/BIMCO 2014 年載貨證券及其他契約之喜馬拉雅條款

(a) 為本契約之目的，"僱員"乙詞應包括船舶的所有人、經理人及營運人（運送人除外）；接續運送人；裝卸工人及貨站營運人；任何直接或間接的僱員、代理人或下包商（包括其自己的下包商），或由運送人或代表運送人僱用的任何其他人士，或其服務或設備已被使用於履行本契約，無論是否與運送人有直接契約知情關係與否。

(b) 特此明確協議，任何僱員於任何情況下均不對託運人、收貨人、收貨人、持有人或



to the shipper, consignee, receiver, holder, or other party to this contract (hereinafter termed "Merchant") for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on the Servant's part while acting in the course of or in connection with the performance of this contract.

- (c) Without prejudice to the generality of the foregoing provisions in this clause, every exemption, limitation, condition and liberty contained herein (other than Art III Rule 8 of the Hague/Hague-Visby Rules if incorporated herein) and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the carrier or to which the carrier is entitled hereunder including the right to enforce any jurisdiction or arbitration provision contained herein shall also be available and shall extend to every such Servant of the carrier, who shall be entitled to enforce the same against the Merchant.
- (d) (i) The Merchant undertakes that no claim or allegation whether arising in contract, bailment, tort or otherwise shall be made against any Servant of the carrier which imposes or attempts to impose upon any of them or any vessel owned or chartered by any of them any liability whatsoever in connection with this contract whether or not arising out of negligence on the part of such Servant. The Servant shall also be entitled to enforce the foregoing covenant against the Merchant; and
- (ii) The Merchant undertakes that if any such claim or allegation should nevertheless be made, it will indemnify the carrier against all consequences thereof.
- (e) For the purpose of sub-paragraphs (a)-(d) of this clause the Carrier is or shall be deemed to be acting as agent or trustee on behalf of and for the benefit of all persons mentioned in sub-clause (a) above who are its Servant and all such persons shall to this extent be or be deemed to be parties to this contract.

## (7) Law and Arbitration Clause

The parties to this Bill of Lading agree that any dispute or difference between them that arises out of or in connection with this Bill of Lading shall be referred exclusively to arbitration in accordance with, and subject to the law specified in, the provisions of the Law and Arbitration Clause that is applicable to the Charter Party identified in Clause (1) hereof, which provisions are understood to apply to disputes between the parties to this Bill of Lading. Neither party to this Bill of Lading shall bring any proceedings other than in accordance with the said Law and Arbitration Clause against its contracting party or that party's servants, agents or sub-contractors as defined above in Clause (6) hereof save for purposes of obtaining security, compelling compliance with this Clause, or appealing or enforcing an award.

For particulars of cargo, freight, destination, etc., see Page 1.

本契約的其他人(以下簡稱“航商”)的任何損失、損害或因服務方於履行本契約過程中或與履行本契約有關的任何行為、疏忽或違約直接或間接所致或導致之任何類型的延遲。

- (c) 在不影響本條款上述規定一般性的情況下，本條款所規定的所有責任免除、限制、條件及自由權(海牙/海牙威士比規則第 III 條第 8 條除外，如併入於本條款中)以及所有權利、責任免除均適用於運送人或運送人在本契約項下有權享有任何性質的責任、抗辯及責任免除，包括執行本契約所約定之任何管轄權或仲裁所規定的權利，亦應適用，並應適用於運送人的每一雇員，其應有權對航商行使同樣的權利。
- (d) (i) 航商保證，不對任何強加或企圖強加於任何運送人的任何雇員或其所有或租傭之任何船舶任何與本契約有關之任何責任，無論是否因該雇員的疏忽所致。雇員亦有權對航商行使上述契約權利；及
- (ii) 航商保證，如仍應提出任何此類求償或主張，則航商應賠償運送人因此所產生的一切後果。
- (e) 為本條(a)至(d)項規範之目的，運送人為或應被視為代表上述第(a)項所述及之人並為其利益行事之任何代理人或受託人(a)，前述雇員及所有這些人於此範圍內應為或被視為本契約之當事人。

## (7) 準據法及仲裁條款

本載貨證券各方同意，因本載貨證券所引起或與本載貨證券有關的任何爭議或意見分歧，應依據本載貨證券規定並受本載貨證券所約定準據法所約制，並適用於本載貨證券第(1)條所確定的傭船契約內的仲裁條款，專屬交付仲裁解決。這些條款被理解為適用本載貨證券各方間的爭議。本載貨證券的任何一方均不得依據上述準據法及仲裁條款對其締約方或本載貨證券第(6)條所定義的該締約方之雇員、代理人或下包商提起任何訴訟，但為獲得擔保，強制遵守本條款，或上訴或執行仲裁判斷者除外。

貨物明細、運費、目的地等，見第1頁