

國際承攬運送人協會聯合會(又稱“國際貨代協會”)
可轉讓多式聯運載貨證券

**International Federation of Freight Forwarders Associations -FIATA
NEGOTIABLE MULTIMODAL TRANSPORT BILL OF LADING**

FIATA NBL 1992

裝貨人

載貨證券號碼

不可轉讓 FIATA 多式聯運載貨證券
依據 UNCTAD/ICC 有關多式聯運文件(ICC
出版品編號 481 號)簽發

待指定受領之人

通知地址

收貨地

船舶名稱

裝貨港

卸貨港

交貨地

唛頭與編號

數量與包裝類型

貨品說明

總重量

體積

依照裝貨人聲明

裝貨人交貨當時之利益聲明
(第 6.2 條)

依照裝貨人貨品聲報價值之從價費率
(第 7 及 8 條)

所收到之貨物及指示依背面印就之標準條款處理。

除另有附註外，於運送收貨地及交貨地之貨物表面情況良好一如依上述所載。

本多式運送載貨證券其中一份必須經適當背書繳回，以便提領貨物。謹此證明正本多式聯運載貨證券業已依下列所載份數及日期簽發，一份繳回，其他份即應無效。

| | | |
|---|-----------|---------|
| 運費 | 何地支付運費 | 簽發地點及日期 |
| 簽署人是否投保貨物保險 <input type="checkbox"/> 未投保 <input type="checkbox"/> 已投保如附件保單 | 載貨證券正本之份數 | 簽章 |
| 貨物交付時，請適用： | | |

Standard Conditions (1992) governing the FIATA MULTIMODAL TRANSPORT BILL OF LADING

國際承攬運送人協會聯合會多式聯運載貨證券標準條款(1992)

Definitions

- "Freight Forwarder" means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.
- "Merchant" means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.
- "Consignor" means the person who concludes the multimodal transport contract with the Freight Forwarder.
- "Consignee" means the person entitled to receive the goods from the Freight Forwarder.
- "Taken in charge" means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.
- "Goods" means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

1. Applicability

Notwithstanding the heading "FIATA Multimodal Transport Bill of Lading (FBL)" these conditions shall also apply if only one mode of transport is used.

2. Issuance of this FBL

- 2.1 By issuance of this FBL the Freight Forwarder
 - 2.1.1 undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;
 - 2.1.2 assumes liability as set out in these conditions.
- 2.2 Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omissions of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

3. Negotiability and title to the goods

- 3.1 This FBL is issued in a negotiable form unless it is marked "non negotiable". It shall constitute title to the goods and the holder, by endorsement of this FBL, shall be entitled to receive or to transfer the goods herein mentioned.

定義

- 「承攬運送人」意指簽發本載貨證券及其名稱載明於正面並承擔多式聯運契約運送人責任之多式聯運營運人。
- 「貨方」意指並包括託運人、裝貨人、受貨人、載貨證券持有人、貨物之收貨人及所有權人。
- 「裝貨人」意指與承攬運送人締結多式聯運契約之人。
- 「受貨人」意指有權自承攬運送人處受領貨物之人。
- 「控管」意指貨物於本載貨證券所載收貨地點移交並為承攬運送人為運送目的而受領之謂。
- 「貨物」意指任何財產，包括活動物及非承攬運送人所提供之貨櫃、墊板或類似運輸或包裝物件，無論該財產是否或已經裝載於甲板上或甲板下。

1. 適用

無論「國際承攬運送人協會聯合會多式聯運載貨證券」之標題名稱為何，本條款仍可適用於以單一運輸方式運送之情況。

2. 載貨證券之簽發

- 2.1 於簽發本載貨證券時，承攬運送人應：
 - 2.1.1 自貨物控管之地(本載貨證券所載之收受地)，以迄本載貨證券所指定之交貨地，承擔履行及或以其自己名義履行整個運送過程；
 - 2.1.2 承擔本條款所規定之責任。
- 2.2 於適用本載貨證券條款之情況下，承攬運送人應負責其受雇人或代理人於其受雇範圍內，或任何為本載貨證券為證之契約之履行而為服務之任何人之作為或不作為。

3. 可轉讓性及貨物權利

- 3.1 本載貨證券係以可轉讓形式簽發，然其上註記有「不可轉讓」字樣者除外。其表徵對貨物之權利及本載貨證券背書轉讓之持有人有權受領或讓與其上表徵之貨

3.2 The information in this FBL shall be prima facie evidence of the taking in charge by the Freight Forwarder of the goods as described by such information unless a contrary indication, such as "shipper's weight, load and count", "shipper-packed container" or similar expressions, has been made in the printed text or superimposed on this FBL. However, proof to the contrary shall not be admissible when the FBL has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

4. Dangerous Goods and Indemnity

- 4.1 The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.
- 4.2 If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.
- 4.3 The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.
- 4.4 If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

5. Description of Goods and Merchant's Packing and Inspection

5.1 The Consignor shall be deemed to have guaranteed to the Freight Forwarder the accuracy, at the time the goods were taken in charge by the Freight Forwarder, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity and, if applicable, to the dangerous character of the goods, as furnished by him or on his behalf for insertion on the FBL.

The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars. The Consignor shall remain liable even if the FBL has been transferred by him. The right of the Freight Forwarder to such an indemnity shall

物。

3.2 本載貨證券上之貨品資料僅為承攬運送人控管貨物時，一如該貨品資料欄所載之表面證據，然如有相反記載，例如「託運人自稱、自裝及自計」、「託運人自己裝櫃」或類似聲明者除外。然於本載貨證券已轉讓予善意信賴其上記載而為對價交易之受貨人時，不得以反證推翻。

4. 危險品及賠償

- 4.1 貨方應遵守各國法律或國際公約有關危險性質貨品運送之強制規定，貨方於任何情況下應將危險確實性質於該具危險性質之貨物交付承攬運送人控管前，以書面通知承攬運送人，並指示承攬運送人所應採取之必要預防措施。
- 4.2 如貨方疏於提供是項資料且承攬運送人亦不知應採取何種預防措施，且於任何時間，該貨物被認定對人命及財產具有危險時，其得於任何地點，視情況所需，被起岸、摧毀或使之無害而無須給予任何賠償。貨方應補償承攬運送人因該貨物為其所控管或運送或相關服務期間所生之所有滅失、毀損、責任或費用。
- 4.3 證明承攬運送人是否知曉該貨物之運送會構成危險性質之舉證責任為貨方。
- 4.4 如任何貨物對人命或財產已造成危害，其應以類似方式於任何地點予以卸載或上岸，或予以摧毀或使之無害。如該危險非承攬運送人之疏失或過失所致，貨方應補償承攬運送人因此所生之所有滅失、毀損、責任及費用。

5. 貨品說明及貨方包裝及檢查

5.1 裝貨人應視為向承攬運送人保證，於貨物交由承攬運送人控管之時，有關貨物之一般性質、唛頭、號碼、重量、體積及數量，及於適用時之該貨物之危險性質之所有資料均已正確無誤地由其聲明或代表其聲明並記載於本載貨證券上。裝貨人應補償承攬運送人因任何不正確或資料不實所致之所有損失、損害及費用。即使裝貨人已轉讓本載貨證券，裝貨人仍應負責。承攬運送人有關本補償之權

in no way limit this liability under this FBL to any person other than the Consignor.

- 5.2 The Freight Forwarder shall not be liable for any loss, damage or expense caused by defective or insufficient packing of goods or by inadequate loading or packing within containers or other transport units when such loading or packing has been performed by the Merchant or on his behalf by a person other than the Freight Forwarder, or by the defect or unsuitability of the containers or other transport units supplied by the Merchant, or if supplied by the Freight Forwarder if a defect or unsuitability of the container or other transport unit would have been apparent upon reasonable inspection by the Merchant. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability and expense so caused.

6. Freight Forwarder's Liability

- 6.1 The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.
- 6.2 The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2., has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.
- 6.3 Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.
- 6.4 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.
- 6.5 When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a-e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:
- 6.5.1. an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- 6.5.2. insufficiency or defective condition of the packaging or marks and/or numbers;
- 6.5.3. handling, loading, stowage or unloading of the goods by the

力在任何情況下均不應限制其於本載貨證券下對於裝貨人以外之任何人之責任。

- 5.2 承攬運送人不負責因貨物包裝瑕疵或不足，或因櫃內或其他運輸工具之不當裝運或包裝，而該裝運或包裝為貨方或代表貨方之人(承攬運送人除外)所為，或對於非由承攬運送人所提供之貨櫃或其他運送工具而貨方經合理檢查即可發現之瑕疵或不適載所致之任何損失、損害或費用。貨方應補償承攬運送人因此造成之所有損失、損害、責任及費用。

6. 承攬運送人責任

- 6.1 承攬運送人於本契約有關貨物之責任期間自承攬運送人接管貨物，以迄貨物交付。
- 6.2 如貨物滅失、毀損及交貨遲延係發生於第 2.1.a 條承攬運送人監管之下，則除承攬運送人能證明其自身、其受雇人或代理人或第 2.2 條所述之任何其他他人就該滅失、毀損或遲延之致生或發生並無疏忽或過失外，承攬運送人應負責貨物滅失或毀損及交貨遲延。
- 6.3 承攬運送人不擔保貨物之抵達時間。然貨物未於明示協議之時間為交貨或如無該協議，而於一謹慎的承攬運送人所需之合理時間，應視情判斷是否造成交貨遲延。
- 6.4 如貨物未於第 6.3 條所確定之交貨時間之 90 天內交貨，除另有反證，求償權人得將貨物以全損處理。
- 6.5 如承攬運送人能依情況證明該滅失或毀損係導因下列各款任一或更多原因所致，即應假定事故為該原因所致，然求償權人有權證明滅失或毀損事實上並非完全或部分由該一或以上之原因或事件所致：
- 6.5.1 貨方或承攬運送人以外代表貨方為行為之人或從承攬運送人接管貨物之人之作為或不作為；
- 6.5.2 包裝或唛頭及或數量之不足或瑕疵；
- 6.5.3 貨方或代表貨方之任何人之搬

- Merchant or any person acting on behalf of the Merchant;
- 6.5.4. inherent vice of the goods;
 - 6.5.5. strike, lockout, stoppage or restraint of labour
 - 6.6 Defences for carriage by sea or inland waterways
 - 6.7 Notwithstanding Clauses 6.2., 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland waterways when such loss, damage or delay during such carriage has been caused by:
 - 6.7.1. act, neglect, or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
 - 6.7.2. fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

7. Paramount Clauses

- 7.1 These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidence by this FBL.
- 7.2 The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where they are already in force the Hague- Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.
- 7.3 The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

8. Limitation of Freight Forwarder's Liability

- 8.1 Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should have been so delivered.
- 8.2 The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.
- 8.3 Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable

- 移、裝載、堆存或卸載；
- 6.5.4 貨物固有瑕疵；
- 6.5.5 罷工、閉廠、停工或勞動限制。
- 6.6 海上或內陸水道運送之阻擾。
- 6.7 無論第 6.2、6.3 及 6.4 條規定為何，就有關海上或內陸水道貨物運送之滅失、毀損或遲延為下列原因所致者，承攬運送人對該滅失、毀損或交貨遲延不負責：
 - 6.7.1 船長、船員、引水人或運送人之受雇人於船舶航行或管理之行為、過失及疏失，
 - 6.7.2 失火，除能證明係運送人之實際過失或知情所致，然無論如何，如滅失或毀損為船舶欠缺適航性所致，承攬運送人應證明其於航程開始前已善盡使船舶具適航能力。

7. 至上條款

- 7.1 本條款僅於其內容不與適用於本載貨證券為憑之國際公約或國內法強制規定相抵觸之部分始生效力。
- 7.2 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，應適用於所有海上貨物運送及經由內陸水道之貨物運送，且該規定應適用於所有貨物，無論係裝載於甲板上或甲板下。
- 7.3 美國海上貨物運送法(COGSA)於強制適用於本載貨證券或可能適用於本載貨證券時，其應適用於海上貨物運送，無論其是裝載於甲板上或甲板下，然該貨物裝載於甲板上時，載貨證券上應予以載明。

8. 承攬運送人責任限制

- 8.1 貨物滅失或毀損之賠償應依該貨物於交付給受貨人之時間及地點之價值，或依本載貨證券，該貨物應交付之時間或地點之價值計算之。
- 8.2 貨物價值應依當時的商品交易價值，如無該價值，則依當時市場價值，如無該價值，則依同名稱同品質之貨品通常價值。
- 8.3 除裝貨人於貨物交由承攬運送人控管前業已將貨物之性質及價值

for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

- 8.4 Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.
- 8.5 Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.
- 8.6
- 8.6.1. When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.
- 8.6.2. Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed USD 500 per package or, in the case of goods not shipped in packages, per customary freight unit.
- 8.7 If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.
- 8.8 The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.
- 8.9 The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

9. Applicability to Actions in Tort

向承攬運送人聲明且為承攬運送人所接受，或已支付從價運費，且該價值載明於載貨證券上，此時則依該價值為責任限制之額度，否則於適用第 8.4 至 8.9 條估定之情況下，承攬運送人無論如何均不負責或應負責貨物同等於每件或每單位 666.67 特別提款權或滅失或毀損貨物毛重每公斤 2 特別提款權之任何滅失或毀損，採較高者。

- 8.4 於貨櫃、墊板或類似運輸載具裝載超過一件或單位，則本載貨證券所列裝載於該等運送載具之件數或其他船運單位應視為該件數或船運單位。除前述情況外，該運送載具應被認定為該件數或單位。
- 8.5 無論前述規定為何，如依本契約，多式運送並未包括海上或內陸水道之貨物運送者，承攬運送人之責任應限於不超過已滅失或毀損之貨物之毛重，每公斤 8.33 特別提款權。
- 8.6
- 8.6.1 如貨物滅失或毀損發生於多式運送某一特定階段，有關該階段可適用之國際公約或國家強制性法律規定另一責任限額者，如該階段之運送有訂定一獨立的運送契約，則承攬運送人有關該滅失或毀損之責任限額應依據該公約或國家強制性法律決定之。
- 8.6.2 除貨物之性質及價值經貨方聲明並載於本載貨證券上，且已支付從價運費，則承攬運送人於海上貨物運送條例(如有適用)之責任不應超過每件或如貨物非以包裝方式運載者，則以每習慣運費單位 500 美元。
- 8.7 如承攬運送人應負責有關交貨遲延後之損失，或除貨物滅失或毀損以外之後續損失或損害，承攬運送人責任應限於不超過同等於依本載貨證券之多式運送複合契約運費二倍。
- 8.8 承攬運送人之總責任不應超過貨物全損之責任限額。
- 8.9 如經證明滅失、毀損或交貨遲延為承攬運送人有意造成該滅失、毀損或遲延，或魯莽及明知該滅失、毀損或遲延可能發生之個人作為或不作為所致時，承攬運送人無權主張責任限制。

9. 侵權行為訴訟之適用

These conditions apply to all claims against the Freight Forwarder relating to the performance of the contract evidenced by this FBL, whether the claim be founded in contract or in tort.

本條款應適用於所有對承攬運送人有關本載貨證券為憑之契約履行之求償，不論該求償係基於契約關係或侵權行為關係。

10. Liability of Servants and other Persons

10.1 These conditions apply whenever claims relating to the performance of the contract evidenced by this FBL are made against any servant, agent or other person (including any independent contractor) whose services have been used in order to perform the contract, whether such claims are founded in contract or in tort, and the aggregate liability of the Freight Forwarder and of such servants, agents or other persons shall not exceed the limits in clause 8.

10.2 In entering into this contract as evidenced by this FBL, the Freight Forwarder, to the extent of these provisions, does not only act on his own behalf, but also as agent or trustee for such persons, and such persons shall to this extent be or be deemed to be parties to this contract.

10.3 However, if it is proved that the loss of or such loss or damage to the goods resulted from a personal act or omission of such a person referred to in Clause 10.1., done with intent to cause damage, or recklessly and with knowledge that damage would probably result, such person shall not be entitled to benefit of limitation of liability provided for in Clause 8.

10.4 The aggregate of the amounts recoverable from the Freight Forwarder and the persons referred to in Clause 2.2. and 10.1., shall not exceed the limits provided for in these conditions.

10. 受雇人或其他人之責任

10.1 所有規定均應適用於有關本載貨證券為憑之契約履行，針對任何受雇人、代理人或其他人員(包括任何獨立的契約履行輔助人)就服務於本契約之履行所生之求償，無論該求償係基於契約或侵權行為，且承攬運送人與前述受雇人、代理人或其他人之總責任不應超過第 8 條所規定之限額。

10.2 於締結以本載貨證券為憑之契約時，承攬運送人不僅代表其自己，且就該規定而言，為前述之人之代理人或受託人，且前述之人就其履約範圍應為或應視為本契約之當事人。

10.3 然如經證明該損失或貨物之毀損滅失為第 10.1 條所載之人意圖造成損失或魯莽及知曉損失可能發生之個人作為或不作為所致，該人無權享有第 8 條所規定責任限制之利益。

10.4 得向承攬運送人及第 2.2 條及第 10.1 條所述之人請求回復之總數額，不應超過本載貨證券所規定之限額。

11. Method and Route of Transportation

Without notice to the Merchant, the Freight Forwarder has the liberty to carry the goods on or under deck and to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods.

11. 運送之方式及行程

無需通知貨方，承攬運送人有自由權利將貨物裝載於甲板上或甲板下，且選擇或替代之方案、航路及貨物之搬移、堆放、儲放及運送之後續程序。

12. Delivery

12.1 Goods shall be deemed to be delivered when they have been handed over or placed at the disposal of the Consignee or his agent in accordance with this FBL, or when the goods have been handed over to any authority or other party to whom, pursuant to the law or regulation applicable at the place of delivery, the goods must be handed over, or such other place at which the Freight Forwarder is entitled to call upon the Merchant to take delivery.

12.2 The Freight Forwarder shall also be entitled to store the goods at the sole risk of the Merchant, and the Freight Forwarder's liability shall cease, and the cost of such storage shall be paid, upon demand, by the Merchant to the Freight Forwarder.

12.3 If at any time the carriage under this FBL is or is likely to be

12. 貨物交付

12.1 於貨物依本載貨證券移交或處於受貨人或其代理人得處置之地點，或依照交貨地可適用之法律或規定，貨物必須移交給任何機關或其他機關，或承攬運送人有權要求貨方提貨之其他地點時，應視為已交付。

12.2 承攬運送人有權以貨方自己的風險將貨物入倉，承攬運送人責任即應行終止，且該存倉費用，一經請求，貨方應支付給承攬運送人。

affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may abandon the carriage of the goods under this FBL and, where reasonably possible, place the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease. In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

13. Freight and Charges

- 13.1 Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination. Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.
- 13.2 Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.
- 13.3 All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant. Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.
- 13.4 The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.
- 13.5 The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection

12.3 於本載貨證券運送之任何時間，如或可能會受到非承攬運送人或第 2.2 條所述之人之任何疏忽或過失所致生之任何阻礙或任何類型之風險(包括貨物狀況)，且既使承攬運送人善盡合理注意仍無法避免者，承攬運送人得放棄本載貨證券之貨物運送，且於可能時，將貨物或其一部置放於承攬運送認為安全及方面之任何地點，以待貨方處置，此時亦應視為已交付貨物，且承攬運送人有關該貨物之責任亦行終止。於任何情況下，承攬運送人均有權請求本載貨證券下之全額運費，且貨方應支付前述情況所致生之任何額外費用。

13. 運費及費用

- 13.1 運費應以現金支付，無論是預繳或於目的地繳納，不得以任何求償、反求償或抵銷之理由，而為任何扣減或遲付。運費於貨物移交給承攬運送人接管當時視為已經賺得，任何情況均無需返還。
- 13.2 運費及本載貨證券所載所有其他金額應以本載貨證券所載明之貨幣，或依承攬運送人之選擇，以出發地或目的地之當地貨幣，以當時銀行即期匯票最高兌換匯率，預付運費以出發當天匯率或到付運費於貨方被通知貨物已抵達目的地之日或小提單撤銷日之匯率，採較高匯率者，或依承攬運送人之選擇，依本載貨證券日期支付之。
- 13.3 與貨物有關之所有稅捐及費用或其他花費應由貨方支付。如裝載設備為承攬運送人所提供，貨方應支付該設備所有延滯費及費用，然其以非承攬運送人之疏忽或過失所致者為限。
- 13.4 因戰爭、類戰行為、爆發傳染性、罷工，政府指示或不可抗禦所致偏航或遲延成本，或無論任何性質之成本增加，貨方應按比例補償運費給承攬運送人。
- 13.5 貨方應擔保貨物之貨品內容、保險、重量、材積或價值之正確無訛，然承攬運送人得檢查貨品內容並修改重量、材積及價值。於檢查時，如發現有申報不實情事，貨方同意支付正確運費及實際所收運費間之差額之五倍，或正確運費減去所收運費之二倍，採較少者，支付給承攬運送人，作為其檢查成本及其他貨物之運

costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

13.6 Despite the acceptance by the Freight Forwarder of instructions to collect freight, charges or other expenses from any other person in respect of the transport under this FBL, the Merchant shall remain responsible for such monies on receipt of evidence of demand and the absence of payment for whatever reason.

14. Lien

The Freight Forwarder shall have a lien on the goods and any documents relating thereto for any amount due at any time to the Freight Forwarder from the Merchant including storage fees and the cost of recovering same, and may enforce such lien in any reasonable manner which he may think fit.

15. General Average

The Merchant shall indemnify the Freight Forwarder in respect of any claims of a General Average nature which may be made on him and shall provide such security as may be required by the Freight Forwarder in this connection.

16. Notice

16.1 Unless notice of loss or damage to the goods, specifying the general nature of such loss or damage, is given in writing by the consignee to the Freight Forwarder when the goods are delivered to the consignee in accordance with clause 12, such handing over is prima facie evidence of the delivery by the Freight Forwarder of the goods as described in this FBL.

16.2 Where the loss or damage is not apparent, the same prima facie effect shall apply if notice in writing is not given within 6 consecutive days after the day when the goods were delivered to the consignee in accordance with clause 12.

17. Time bar

The Freight Forwarder shall, unless otherwise expressly agreed, be discharged of all liability under these conditions unless suit is brought within 9 months after the delivery of the goods, or the date when the goods should have been delivered, or the date when in accordance with clause 6.4. failure to deliver the goods would give the consignee the right to treat the goods as lost.

18. Partial Invalidity

If any clause or a part thereof is held to be invalid, the validity of this FBL and the remaining clauses or a part thereof shall not be affected.

費損失之違約賠償，而無論本載貨證券上是否已載明應付運費之任何其他數額。

13.6 既使承攬運送人接受有關本載貨證券運送之運費、費用或來自任何其他人之其他花費之後付，一收到請款證明收據且不論未付原因如何，貨方仍應負責支付該款項。

14. 留置權

對於任何時間到期貨方應支付給承攬運送人之任何款項，包括倉儲費用及相關追償成本，承攬運送人對貨物及任何相關文件享有留置權利，且以任何其認為適宜之合理方式實施該留置權利。

15. 共同海損

貨方應補償承攬運送人有關具共同海損性質而向其提出之任何求償，且一經承攬運送人提出相關請求，應提供擔保。

16. 通知

16.1 除受貨人於依第 12 條交貨給受貨人時，將明確載明毀損滅失一般性質之貨物滅失毀損通知，書面提交給承攬運送人外，該移交應為承攬運送人業已依載貨證券所載貨物為交付之表面證據。

16.2 如滅失或毀損不明顯，如書面通知未於貨物依第 12 條交付給受貨人之日起 6 連續日內提交，應適用同一表面證據之效力。

17. 時效

除訴訟於貨物受領日、或應受領日、或依第 6.4 條未能交付貨物而使受貨人有權將貨物以全損處理之日期起 9 個月內提起訴訟外，承攬運送人解除其所有責任，然另有明示相反協議者除外。

18. 部分無效

如本契約任何條款或其一部被判定無效，則本載貨證券之效力及其餘條款或部分條款之效力不受影響。

19. Jurisdiction and applicable law

Actions against the Freight Forwarder may be instituted only in the place where the Freight Forwarder has his place of business as stated on the reverse of this FBL and shall be decided according to the law of the country in which that place of business is situated.

19.管轄及準據法

向承攬運送人所提起之訴訟僅能於本載貨證券背面所載之承攬運送人主事務所所在地提出，且應依該主事務所所在地國之法律為判決。

