

聯合國國際貨物多式聯運公約
1980年5月24日訂於日內瓦

United Nations Convention on International Multimodal
Transport of Goods

Geneva, 24 May 1980

1980 Multimodal

The States Parties to this Convention,

Recognising:

- (a) That international multimodal transport is one means of facilitating the orderly expansion of world trade;
- (b) The need to stimulate the development of smooth, economic and efficient multimodal transport services adequate to the requirements of the trade concerned;
- (c) The desirability of ensuring the orderly development of international multimodal transport in the interest of all countries and the need to consider the special problems of transit countries;
- (d) The desirability of determining certain rules relating to the carriage of goods by international multimodal transport contracts, including equitable provisions concerning the liability of multimodal transport operators;
- (e) The need that this Convention should not affect the application of any international convention or national law relating to the regulation and control of transport operations;
- (f) The right of each State to regulate and control at the national level multimodal transport operators and operations;
- (g) The need to have regard to the special interest and problems of developing countries, for example, as regards introduction of new technologies, participation in multimodal services of their national carriers and operators, cost efficiency thereof and maximum use of local labour and insurance;
- (h) The need to ensure a balance of interests between suppliers and users of multimodal transport services;
- (i) The need to facilitate customs procedures with due consideration to the problems of transit countries;

Agreeing to the following basic principles:

- (a) That a fair balance of interests between developed and developing countries should be established and an equitable distribution of activities between these groups of countries should be attained in international multimodal transport;

本公約各締約國，

體認到：

- (a) 國際多式聯運係便利世界貿易有序發展之方式之一；
- (b) 鼓勵發展順暢、經濟及高效率之多式聯運，使能滿足相關貿易之需求；
- (c) 為所有國家之利益確保國際多式聯運有條不紊地發展，並考慮到過境國家特殊問題之需求；
- (d) 決定有關國際貨物多式聯運契約之若干規則，包括關於多式聯運營運人賠償責任公正規範之需求；
- (e) 本公約不影響相關規範運送事務之任何國際公約或國家法律實施之需求；
- (f) 任一國家有權以其國內標準規範多式聯運營運人及多式聯運業務；
- (g) 關心開發中國家之特殊利益及問題，例如引進新技術，使開發中國家之運送人及營運人參加多式聯運，確定他們參加多式聯運之成本效益及儘量利用當地之勞動力及保險之需求；
- (h) 確保多式聯運服務的提供者及使用者間之利益均衡之需求；
- (i) 簡化海關手續，同時適當地考慮到過境國家問題之需求。

同意下列基本原則：

- (a) 於國際多式聯運中，已開發國家及開發中國家之間之利益應當保持均衡，已開發國家及開發中國家的活動應當得到公平分配；

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| <p>(b) That consultation should take place on terms and conditions of service, both before and after the introduction of any new technology in the multimodal transport of goods, between the multimodal transport operator, shippers, shippers' organisations and appropriate national authorities;</p> <p>(c) The freedom for shippers to choose between multimodal and segmented transport services;</p> <p>(d) That the liability of the multimodal transport operator under this Convention should be based on the principle of presumed fault or neglect;</p> | <p>(b) 於引進新的貨物多式聯運技術之前及之後，多式聯運營運人、託運人、託運人組織及各國主管當局應就運送條件進行協商；</p> <p>(c) 託運人有權自由選擇多式聯運或分段運送；</p> <p>(d) 本公約規定之多式聯運營運人責任應依據推定過失之原則。</p> |
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Have decided to conclude a Convention for this purpose and have thereto agreed as follows:

決定為此目的締結本公約，並協議如下：

Part I - General Provisions

第一部分 總則

Article 1 - Definitions

第1條 定義

For the purposes of this Convention:

本公約內：

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| <p>1. "International multimodal transport" means the carriage of goods by at least two different modes of transport on the basis of a multimodal transport contract from a place in one country at which the goods are taken in charge by the multimodal transport operator to a place designated for delivery situated in a different country. The operations of pick-up and delivery of goods carried out in the performance of a unimodal transport contract, as defined in such contract, shall not be considered as international multimodal transport.</p> <p>2. "Multimodal transport operator" means any person who on his own behalf or through another person acting on his behalf concludes a multimodal transport contract and who acts as a principal, not as an agent or on behalf of the consignor or of the carriers participating in the multimodal transport operations, and who assumes responsibility for the performance of the contract.</p> <p>3. "Multimodal transport contract" means a contract whereby a multimodal transport operator undertakes, against payment of freight, to perform or to procure the performance of international multimodal transport.</p> <p>4. "Multimodal transport document" means a document which evidences a multimodal transport contract, the taking in charge of the goods by the multimodal transport operator, and an undertaking by him to deliver the goods in accordance with the terms of that contract.</p> <p>5. "Consignor" means any person by whom or in whose name or on whose behalf a multimodal transport contract has been concluded with the multimodal transport operator, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the multimodal transport operator in relation to the multimodal transport contract.</p> <p>6. "Consignee" means the person entitled to take delivery of the goods.</p> <p>7. "Goods" includes any container, pallet or similar article of transport or packaging, if supplied by the consignor.</p> <p>8. "International convention" means an international agreement concluded among States in written form and governed by</p> | <p>1. 「國際多式聯運」係指依照多式聯運契約，以至少兩種不同運送方式，由多式聯運營運人將貨物從一國境內接管貨物之地點運至另一國境內之指定交貨地點。為履行單一方式運送契約而實施之該契約所規定之貨物收送業務，不應視為國際多式聯運。</p> <p>2. 「多式聯運營運人」係指以本人身份親自或代表其訂立多式聯運契約之任何人，而非參與多式聯運之託運人或運送人之代理人或其代表，且負有履行契約之責任。</p> <p>3. 「多式聯運契約」係指多式聯運營運人收取運費，承擔履行或促成履行國際多式聯運之契約。</p> <p>4. 「多式聯運單證」係指證明多式聯運契約以及證明多式聯運營運人接管貨物並負責依照契約規定交付貨物之單證。</p> <p>5. 「託運人」係指任何由本人或以其名義或其代表與多式聯運營運人訂立多式聯運契約之人，或指任何由本人或以其名義或其代表依多式聯運契約將貨物實際交予多式聯運營運人之之人。</p> <p>6. 「受貨人」係指有權受領貨物之人。</p> <p>7. 「貨物」包括由託運人所提供之任何貨櫃、墊板或類似之裝運工具或包裝。</p> <p>8. 「國際公約」係指各國間以書面簽訂並受國際法規範之國際協定。</p> |
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international law.

9. "Mandatory national law" means any statutory law concerning carriage of goods the provisions of which cannot be departed from by contractual stipulation to the detriment of the consignor.
10. "Writing" means, inter alia, telegram or telex.

Article 2 - Scope of application

The provisions of this Convention shall apply to all contracts of multimodal transport between places in two States, if:

- (a) The place for the taking in charge of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting State, or
- (b) The place for delivery of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting State.

Article 3 - Mandatory application

1. When a multimodal transport contract has been concluded which according to article 2 shall be governed by this Convention, the provisions of this Convention shall be mandatorily applicable to such contract.
2. Nothing in this Convention shall affect the right of the consignor to choose between multimodal transport and segmented transport.

Article 4 - Regulation and control of multimodal transport

1. This Convention shall not affect, or be incompatible with, the application of any international convention or national law relating to the regulation and control of transport operations.
2. This Convention shall not affect the right of each State to regulate and control at the national level multimodal transport operations and multimodal transport operators, including the right to take measures relating to consultations, especially before the introduction of new technologies and services, between multimodal transport operators, shippers, shippers' organisations and appropriate national authorities on terms and conditions of service; licensing of multimodal transport operators; participation in transport; and all other steps in the national economic and commercial interest.
3. The multimodal transport operator shall comply with the applicable law of the country in which he operates and with the provisions of this Convention.

Part II - Documentation

Article 5 - Issue of multimodal transport document

1. When the goods are taken in charge by the multimodal transport operator, he shall issue a multimodal transport document which,

9. 「強制性國家法律」係指任何有關貨物運送之成文法律，其規定不得以契約規定變更而不利於託運人者。

10. 「書面」包括電報、電傳或其他。

第 2 條 適用範圍

本公約各項規定適用於下列二國境內各地間之所有多式聯運契約：

- (a) 多式聯運契約所規定之多式聯運營運人接管貨物之地點位於一締約國境內，或
- (b) 多式聯運契約所規定之多式聯運營運人交付貨物之地點位於一締約國境內。

第 3 條 強制適用

1. 依據第 2 條受本公約規範拘束之多式聯運契約一經簽訂，本公約各項規定即對該契約強制適用。
2. 本公約之任何規定不影響託運人選擇多式聯運或分段運送之權利。

第 4 條 多式聯運之規定及控管

1. 本公約不影響或牴觸任何與運送作業之規定或控管有關之國際公約或國家法律之適用。
2. 本公約不得影響各國以其國家標準規定或控管多式聯運作業及多式聯運營運人之權利，包括就下列事項採取措施之權利：多式聯運營運人、託運人、託運人組織與各國主管當局就運送條件所為之協商，特別是引用新技術及開始新業務前之協商；頒發多式聯運營運人之許可證；參與運送及所有其他為本國之經濟及商業利益而採取之一切措施。
3. 多式聯運營運人應遵守其營業所在國所適用之法律及本公約之規定。

第二部份 文書單證

第 5 條 多式聯運單證之簽發

1. 多式聯運營運人接管貨物時，應簽發一多式聯運單證，該單證應依託

- at the option of the consignor, shall be in either negotiable or non-negotiable form.
2. The multimodal transport document shall be signed by the multimodal transport operator or by a person having authority from him.
 3. The signature on the multimodal transport document may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if no inconsistent with the law of the country where the multimodal transport document is issued.
 4. If the consignor so agrees, a non-negotiable multimodal transport document may be issued by making use of any mechanical or other means preserving a record of the particulars stated in article 8 to be contained in the multimodal transport document. In such a case the multimodal transport operator, after having taken the goods in charge, shall deliver to the consignor a readable document containing all the particulars so recorded, and such document shall for the purposes of the provisions of this Convention be deemed to be a multimodal transport document.
- 運人之選擇，或為可轉讓單證或為不可轉讓單證。
2. 多式聯運單證應由多式聯運營運人或經其授權之人簽字。
 3. 多式聯運單證上之簽字，得以手簽、複寫、打孔、蓋章、符號或以任何其他機械或電子儀器印出之方式為之，然以不違反簽發多式聯運單證所在國之法律為限。
 4. 經託運人之同意，得利用任何可保存第8條所列應載於多式聯運單證之事項之機械性或其他方式，簽發不可轉讓之多式聯運單證。於此情形下，多式聯運營運人於接管貨物後，應交給託運人一份內容包括依該方式記錄之所有事項之單證，就本公約而言，該單證應視為多式聯運單證。

Article 6 - Negotiable multimodal transport document

1. Where a multimodal transport document is issued in negotiable form:
 - (a) It shall be made out to order or to bearer;
 - (b) If made out to order it shall be transferable by endorsement;
 - (c) If made out to bearer it shall be transferable without endorsement;
 - (d) If issued in a set of more than one original it shall indicate the number of originals in the set;
 - (e) If any copies are issued each copy shall be marked "non-negotiable copy"
2. Delivery of the goods may be demanded from the multimodal transport operator or a person acting on his behalf only against surrender of the negotiable multimodal transport document duly endorsed where necessary.
3. The multimodal transport operator shall be discharged from his obligation to deliver the goods if, where a negotiable multimodal transport document has been issued in a set of more than one original, he or a person acting on his behalf has in good faith delivered the goods against surrender of one of such originals.

Article 7 - Non - negotiable multimodal transport

1. Where a multimodal transport document is issued in non-negotiable form it shall indicate a named consignee.
2. The multimodal transport operator shall be discharged from his obligation to deliver the goods if he makes delivery thereof to the consignee named in such non-negotiable multimodal transport document or to such other person as he may be duly instructed, as a rule, in writing.

Article 8-Contents of the multimodal transport document

第 6 條 可轉讓之多式聯運單證

1. 多式聯運單證以可轉讓之方式簽發時：
 - (a) 應載明依指示或向持票人交付；
 - (b) 如載明依指示交付，須經背書後轉讓；
 - (c) 如載明向持票人交付，無須背書即可轉讓；
 - (d) 如簽發之正本超過多份，應載明正本之份數；
 - (e) 如有簽發任何副本，每份副本均應註明「不可轉讓副本」字樣。
2. 僅於繳還可轉讓多式聯運單證，並於必要時經正式背書，始能向多式聯運營運人或其代表提取貨物。
3. 如簽發之多式聯運單證正本超過一份時，多式聯運營運人或其代表如善意地依照其中一份正本為貨物之交付，多式聯運營運人即免除其交貨責任。

第 7 條 不可轉讓之多式聯運單證

1. 多式聯運單證以不可轉讓方式簽發時，應載明收貨人之姓名。
2. 多式聯運營運人於交付貨物予不可轉讓之多式聯運單證所載之記名受貨人或其他任何經其以適當方法(通常以書面)所指定之人時，即免除交貨之責任。

第 8 條 多式聯運單證之內容

1. The multimodal transport document shall contain the following particulars:
 - (a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the gross weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the consignor;
 - (b) The apparent condition of the goods;
 - (c) The name and principal place of business of the multimodal transport operator;
 - (d) The name of the consignor;
 - (e) The consignee, if named by the consignor;
 - (f) The place and date of taking in charge of the goods by the multimodal transport operator;
 - (g) The place of delivery of the goods;
 - (h) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties;
 - (i) A statement indicating whether the multimodal transport document is negotiable or non-negotiable;
 - (j) The place and date of issue of the multimodal transport document;
 - (k) The signature of the multimodal transport operator or of a person having authority from him;
 - (l) The freight for each mode of transport, if expressly agreed between the parties, or the freight including its currency, to the extent payable by the consignee or other indication that freight is payable by him;
 - (m) The intended journey route, modes of transport and places of transshipment, if known at the time of issuance of the multimodal transport document;
 - (n) The statement referred to in paragraph 3 of article 28;
 - (o) Any other particulars which the parties may agree to insert in the multimodal transport document, if not inconsistent with the law of the country where the multimodal transport document is issued.
 2. The absence from the multimodal transport document of one or more of the particulars referred to in paragraph 1 of this article shall not affect the legal character of the document as a multimodal transport document provided that it nevertheless meets the requirements set out in paragraph 4 of article 1.
1. 多式聯運單證應載明下列事項：
 - (a) 貨物之一般性質、辨識貨物所需之主要標誌，如屬危險物品，其危險特性之明確聲明、包數或件數、貨物之毛重或以其他方式表示之數量及所有由託運人所提供之類似事項；
 - (b) 貨物之外表情狀；
 - (c) 多式聯運營運人之名稱及主要營業所；
 - (d) 託運人之名稱；
 - (e) 託運人如指定收貨人，該收貨人名稱；
 - (f) 多式聯運營運人接管貨物之地點及日期；
 - (g) 交貨地點；
 - (h) 如經雙方明確協議，於交付地點交貨之日期或期間；
 - (i) 表示該多式聯運單證為可轉讓或不可轉讓之聲明；
 - (j) 多式聯運單證之簽發地點及日期；
 - (k) 多式聯運營運人或經其授權之人之簽字；
 - (l) 如經雙方明確協議，每一運送方式之運費；或受貨人應付運費之數額及其貨幣種類；或有關應由受貨人支付運費之其他說明；
 - (m) 如於簽發多式聯運單證時已確知預計行經之路線、運送方式及轉運地點；
 - (n) 第 28 條第 3 項所指之聲明；
 - (o) 雙方同意列入多式聯運單證之任何其他事項，然以不違背多式聯運單證簽發所在國之法律為限。
 2. 多式聯運單證欠缺本條第 1 項所列事項之一或多項，不影響該單證作為多式聯運單證之法律性質，然以該單證具備本公約第 1 條第 4 項所列之要件為限。

Article 9 - Reservations in the multimodal transport document

1. If the multimodal transport document contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods which the multimodal transport operator or a person acting on his behalf knows, or has reasonable grounds to suspect, do not accurately represent the goods actually taken in charge, or if he has no reasonable means of checking such particulars, the multimodal transport operator or a person acting on his behalf shall insert in the multimodal transport document a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking.

第 9 條 多式聯運單證之保留

1. 如多式聯運營運人或其代表確知或有合理理由懷疑多式聯運單證所載貨物之一般性質、主要標誌、包數及件數、重量或數量並未正確地表明實際接管之貨物情狀，或無適當方法進行核對時，應於多式聯運單證上加註保留條款，載明不符之處、懷疑之依據及欠缺適當核對方法之事實。

2. If the multimodal transport operator or a person acting on his behalf fails to note on the multimodal transport document the apparent condition of the goods, he is deemed to have noted on the multimodal transport document that the goods were in apparent good condition.

Article 10 - Evidentiary effect of the multimodal transport document

Except for particulars in respect of which and to the extent to which a reservation permitted under article 9 has been entered:

- (a) The multimodal transport document shall be prima facie evidence of the taking in charge by the multimodal transport operator of the goods as described therein; and
- (b) Proof to the contrary by the multimodal transport operator shall not be admissible if the multimodal transport document is issued in negotiable form and has been transferred to a third party, including a consignee, who has acted in good faith in reliance on the description of the goods therein.

Article 11 - Liability for intentional misstatements or omissions

When the multimodal transport operator, with intent to defraud, gives in the multimodal transport document false information concerning the goods or omits any information required to be included under paragraph 1 (a) or (b) of article 8 or under article 9, he shall be liable, without the benefit of the limitation of liability provided for in this Convention, for any loss, damage or expenses incurred by a third party, including a consignee, who acted in reliance on the description of the goods in the multimodal transport document issued.

Article 12 - Guarantee by the consignor

1. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken in charge by the multimodal transport operator, of particulars relating to the general nature of the goods, their marks, number, weight and quantity and, if applicable, to the dangerous character of the goods, as furnished by him for insertion in the multimodal transport document.
2. The consignor shall indemnify the multimodal transport operator against loss resulting from inaccuracies in or inadequacies of the particulars referred to in paragraph 1 of this article. The consignor shall remain liable even if the multimodal transport document has been transferred to him. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any person other than the consignor.

Article 13 - Other documents

The issue of the multimodal transport document does not preclude the issue, if necessary, of other documents relating to transport or other services involved in international multimodal transport, in

2. 如多式聯運營運人或其代表未於多式聯運單證上就貨物之外表情狀予以簽註，應視為多式聯運單證上載明貨物之外表情狀良好。

第 10 條 多式聯運單證之證據效力

如已針對第 9 條准許保留之事項為保留，則除該保留部分外：

- (a) 多式聯運單證為該單證所載貨物由多式聯運營運人接管之表面證據；
- (b) 如多式聯運單證以可轉讓方式簽發，且已轉讓給包括受貨人在內之信賴多式聯運單證記載之善意第三人，則多式聯運營運人所提反證不予認可。

第 11 條 故意虛報或漏報之責任

如多式聯運營運人意圖詐欺而於多式聯運單證上記載有關貨物之不實資料或漏列依第 8 條第 1 項 a 款或 b 款或第 9 條之規定應列之任何資料時，則該多式聯運營運人除不得享有本公約所規定之責任限制利益外，另應賠償包括受貨人在內之第三人因信賴該多式聯運單證之記載所遭受之任何損失、損害或費用。

第 12 條 託運人擔保

1. 託運人於多式聯運營運人接管貨物時，應視為已向多式聯運營運人擔保其所提供多式聯運單證內有關貨物之一般性質、標誌、件數、重量及數量，如屬危險貨物，其危險特性等諸事項之記載正確無誤。
2. 託運人對於多式聯運營運人因本條第 1 項所列事項之不實或不正確所生之損失應負損害賠償責任。即使託運人已將多式聯運單證轉讓，仍應負賠償責任。多式聯運營運人取得該賠償之權利，並不限制其依照多式聯運契約對託運人以外之任何人所應負之賠償責任。

第 13 條 其他單證

多式聯運單證之簽發，並不排除於必要時依照可適用之國際公約或國家法律簽發同國際多式聯運所涉運送或其他服務

accordance with applicable international conventions or national law. However, the issue of such other documents shall not affect the legal character of the multimodal transport document.

有關之其他單證。然簽發該其他單證不得影響多式聯運單證之法律性質。

Part III - Liability of the Multimodal Transport Operator

第三部分 多式聯運營運人之責任

Article 14 - Period of responsibility

第 14 條 義務期間

1. The responsibility of the multimodal transport operator for the goods under this Convention covers the period from the time he takes the goods in his charge to the time of their delivery.
2. For the purpose of this article, the multimodal transport operator is deemed to be in charge of the goods:
 - (a) From the time he has taken over the goods from:
 - (i) The consignor or a person acting on his behalf; or
 - (ii) An authority or other third party to whom, pursuant to law or regulations applicable at the place of taking in charge, the goods must be handed over for transport;
 - (b) Until the time he has delivered the goods:
 - (i) By handing over the goods to the consignee; or
 - (ii) In cases where the consignee does not receive the goods from the multimodal transport operator, by placing them at the disposal of the consignee in accordance with the multimodal transport contract or with the law or with the usage of the particular trade applicable at the place of delivery; or
 - (iii) By handing over the goods to an authority or other third party to whom, pursuant to law or regulations applicable at the place of delivery, the goods must be handed over.
3. In paragraphs 1 and 2 of this article, reference to the multimodal transport operator shall include his servants or agents or any other person of whose services he makes use for the performance of the multimodal transport contract, and reference to the consignor or consignee shall include their servants or agents.

1. 本公約所規定之多式聯運營運人對於貨物負擔義務之期間，自其接管貨物之時起以迄交付貨物之時止。
2. 為本條規定之目的，多式聯運營運人於下述期間視為接管貨物：
 - (a) 其從下列之人收受貨物時起：
 - (i) 託運人或其代表人；或
 - (ii) 依接管貨物地所適用之法律或規章，貨物必須交其運送之機關或其他第三者；
 - (b) 以迄其以下列方式交付貨物之時止：
 - (i) 將貨物交給受貨人；或
 - (ii) 受貨人拒絕從多式聯運營運人受領貨物時，則於多式聯運營運人依多式聯運契約或依交貨地點所適用之法律或特定商業慣例將貨物置於受貨人支配之下；或
 - (iii) 將貨物交給依據交貨地點所適用之法律或規章必須轉交之機關或其他第三者。
3. 本條第 1 項及第 2 項所稱之多式聯運營運人，包括其受僱人、代理人或為履行多式聯運契約而使用其服務之其他任何人；所稱託運人或受貨人亦包括其受僱人或代理人。

Article 15 - The liability of the multimodal transport operator for his servants, agents and other persons

第 15 條 多式聯運營運人為其受僱人、代理人或其他人應負擔之責任

Subject to article 21, the multimodal transport operator shall be liable for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the multimodal transport contract, when such person is acting in the performance of the contract, as if such acts and omissions were his own.

於適用第 21 條規定之情況下，多式聯運營運人對於其受僱人及代理人於其受僱範圍內之作為或不作為，或對其為履行多式聯運契約而使用其服務之任何其他人在於履行契約範圍內之作為或不作為應負賠償責任，一如其本人之作為或不作為為般。

Article 16 - Basis of liability

第 16 條 責任基礎

1. The multimodal transport operator shall be liable for loss resulting from loss or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in

1. 如導致貨物滅失、毀損及交付遲延之事故發生於第 14 條所規定之貨物於多式聯運營運人控管期間，多式聯運營運人除證明其本人、受僱

his charge as defined in article 14, unless the multimodal transport operator proves that he, his servants or agents or any other person referred to in article 15 took all measures that could reasonably be required to avoid the occurrence and its consequences.

2. 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 it would be reasonable to require of a diligent multimodal transport operator, having regard to the circumstances of the case.
3. If the goods have not been delivered within 90 consecutive days following the date of delivery determined according to paragraph 2 of this article, the claimant may treat the goods as lost.

Article 17 - Concurrent causes

Where fault or neglect on the part of the multimodal transport operator, his servants or agents or any other person referred to in article 15 combines with another cause to produce loss, damage or delay in delivery, the multimodal transport operator shall be liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the multimodal transport operator proves the part of the loss, damage or delay in delivery not attributable thereto.

Article 18 - Limitation of liability

1. When the multimodal transport operator is liable for loss resulting from loss of or damage to the goods according to article 16, his liability shall be limited to an amount not exceeding 920 units of account per package of other shipping unit or 2.75 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher.
2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 of this article, the following rules apply:
 - (a) Where a container, pallet or similar article of transport is used to consolidate goods, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, the goods in such article of transport are deemed one shipping unit.
 - (b) In cases where the article of transport itself has been lost or damaged, that article of transport, if no owned or otherwise supplied by the multimodal transport operator, is considered one separate shipping unit.
3. Notwithstanding the provisions of paragraphs 1 and 2 of this article, if the international multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding 8.33 units of account per kilogram of gross weight of the goods lost or damaged.
4. The liability of the multimodal transport operator for loss resulting from delay in delivery according to the provisions of

人、代理人或第 15 條所述之其他任何人已採取一切合理可能措施以避免事故及其結果之發生，多式聯運營運人需對因貨物之滅失、毀損及交付遲延所生之損失負賠償責任。

2. 貨物如未於明確約定之時間內為交貨，或雖無此約定，然未於依照具體情況可合理要求勤勉的多式聯運營運人合理履行時間內交貨者，即為遲延交貨。
3. 如貨物未於本條第 2 項所訂交貨日期屆滿後九十日內為交貨，求償人即可將該貨物視為滅失。

第 17 條 共同原因

因多式聯運營運人、其受僱人、代理人或第 15 條所述任何其他人之疏失或過失與其他原因相互競合而使貨物發生滅失、毀損或遲延交付時，多式聯運營運人若能證明不可歸責於該疏失或過失所生之滅失、毀損或遲延交付部分，則其賠償責任僅限於可歸責於其疏失或過失所生之滅失、毀損或遲延交付部分。

第 18 條 責任限制

1. 多式聯運營運人依第 16 條規定須對貨物之滅失或毀損所致之損失負賠償責任時，其賠償數額不得超過滅失或毀損貨物每件或每一其他貨運單位 920 記帳單位，或毛重每公斤 2.75 記帳單位，以較高數額為準。
2. 為計算本條第 1 項較高限額之目的，應適用下列規則：
 - (a) 如貨物係以貨櫃、墊板或類似之裝運設備為併裝，經多式聯運單證載明裝於此種裝運設備中之件數或貨運單位數應視為計算限額之件數或貨運單位數，否則此裝運設備中之貨物應視為一貨運單位。
 - (b) 如裝運設備本身滅失或毀損，而該裝運設備並非為多式聯運營運人所有或所提供，則應視為一單獨的貨運單位。
3. 無論本條第 1 項及第 2 項規定為何，如依契約約定，國際多式聯運不包括海上或內河運送時，多式聯運營運人之賠償數額不得超過滅失或毀損之貨物毛重每公斤 8.33 計帳單位。
4. 多式聯運營運人依據第 16 條之規定對遲延交貨所致損失所負之賠償責

article 16 shall be limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the multimodal transport contract.

5. The aggregate liability of the multimodal transport operator, under paragraphs 1 and 4 or paragraphs 3 and 4 of this article, shall not exceed the limit of liability for total loss of the goods as determined by paragraph 1 or 3 of this article.
6. By agreement between the multimodal transport operator and the consignor, limits of liability exceeding those provided for in paragraphs 1, 3 and 4 of this article may be fixed in the multimodal transport document.
7. "Unit of account" means the unit of account mentioned in article 31.

Article 19 - Localised damage

When the loss of or damage to the goods occurred during one particular of the multimodal transport, in respect of which an applicable international convention or mandatory national law provides a higher limit of liability than the limit that would follow from application of paragraphs 1 to 3 of article 18, then the limit of the multimodal transport operator's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

Article 20 - Non - contractual liability

1. The defences and limits of liability provided for in this Convention shall apply in any action against the multimodal transport operator in respect of loss resulting from loss of or damage to the goods, as well as from delay in delivery, whether the action be founded in contract, in tort or otherwise.
2. If an action in respect of loss resulting from loss of or damage to the goods or from delay in delivery is brought against the servant or agent of the multimodal transport operator, if such servant or agent proves that he acted within the scope of his employment, or against any other person of whose services he makes use for the performance of the multimodal transport contract, if such other person proves that he acted within the performance of the contract, the servant or agent of such other person shall be entitled to avail himself of the defences and limits of liability which the multimodal transport operator is entitled to invoke under this Convention.
3. Except as provided in article 21, the aggregate of the amounts recoverable from the multimodal transport operator and from a servant or agent or any other person of whose services he makes use for the performance of the multimodal transport contract shall not exceed the limits of liability provided for in this Convention.

Article 21 - Loss of the right to limit liability

1. The multimodal transport operator is not entitled to the benefit

任限額，相當於遲延貨物應付運費之兩倍半，然不得超過多式聯運契約所約定之應付運費總額。

5. 多式聯運營運人依本條第 1 項及第 4 項或第 3 項及第 4 項應負擔之賠償責任總額不得超過本條第 1 項或第 3 項所確定之貨物全部滅失之責任限額。
6. 多式聯運營運人及託運人間得協議於多式聯運單證中訂定較本條第 1 項、第 3 項及第 4 項所規定之責任限額更高之責任限額。
7. 「記帳單位」係指第 31 條所述之記帳單位。

第 19 條 確認損害階段

貨物之滅失或毀損如發生於多式聯運之某一特定階段，而對該階段可適用之某國際公約或強制性國家法律所規定之責任限額高於適用第 18 條第 1 項至第 3 項之責任限額時，多式聯運營運人對該滅失或毀損之責任限額，應依照該公約或強制性國家法律予以確定。

第 20 條 非契約性責任

1. 本公約所規定之抗辯及責任限制於因貨物滅失、毀損及遲延交付所致損失而對多式聯運營運人提起之任何訴訟均適用之，不論該訴訟係基於契約、侵權行為或其他法律關係。
2. 如因貨物滅失、毀損或交付遲延所致損失而對多式聯運營運人之受僱人或代理人或對為履行契約而使用其服務之其他任何人提起訴訟，該受僱人或代理人若能證明其在僱傭範圍內行事，或該其他任何人若能證明其於履行契約之範圍內行事，則該受僱人、代理人或該其他任何人有權主張多式聯運營運人依本公約得主張之抗辯或責任限制之規定。
3. 除第 21 條規定情況外，得向多式聯運營運人、受僱人、代理人或為履行契約而使用其服務之其他任何人所求償之賠償總額，不得超過本公約所規定之責任限額。

第 21 條 責任限制權利之喪失

1. 如經證明貨物之滅失、毀損或交付

of the limitation of liability provided for in this Convention if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the multimodal transport operator 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.

2. Notwithstanding paragraph 2 of article 20, a servant or agent of the multimodal transport operator or other person of whose services he makes use for the performance of the multimodal transport contract is not entitled to the benefit of the limitation of liability provided for in this Convention if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant, agent or other person, done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

Part IV - Liability of the Consignor

Article 22 - General rule

The consignor shall be liable for loss sustained by the multimodal transport operator if such loss is caused by the fault or neglect of the consignor, or his servants or agents when such servants or agents are acting within the scope of their employment. Any servant or agent of the consignor shall be liable for such loss if the loss is caused by fault or neglect on his part.

Article 23 - Special rules on dangerous goods

1. The consignor shall mark or label in a suitable manner dangerous goods as dangerous.
2. Where the consignor hands over dangerous goods to the multimodal transport operator or any person acting on his behalf, the consignor shall inform him of the dangerous character of the goods and, if necessary, the precautions to be taken. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of their dangerous character:
 - (a) The consignor shall be liable to the multimodal transport operator for all loss resulting from the shipment of such goods; and
 - (b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.
3. The provisions of paragraph 2 of this article may not be invoked by any person if during the multimodal transport he has taken the goods in his charge with knowledge of their dangerous character.
4. If, in cases where the provisions of paragraph 2 (b) of this article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the multimodal transport operator is liable in

遲延係因多式聯運營運人故意造成或明知可能發生而怠於注意之作為或不作為所致，則多式聯運營運人不得享有本公約所規定之責任限制利益。

2. 無論第 20 條第 2 項規定為何，如經證明貨物滅失、毀損或交付遲延係因多式聯運營運人之受僱人或代理人或為履行多式聯運契約而使用其服務之其他任何人故意造成或明知可能發生而怠於注意之作為或不作為所致，則該受僱人、代理人或其他任何人不得享有本公約所規定之責任限制之利益。

第四部分 託運人之賠償責任

第 22 條 通則

如多式聯運營運人所受之損失係因託運人或託運人之受僱人或代理人於其受僱範圍內行事時之疏失或過失所致，託運人應負賠償責任。如損失係因託運人之受僱人或代理人方面之疏失或過失所致，應由該受僱人或代理人負損害賠償責任。

第 23 條 危險貨物之特殊規則

1. 託運人應以適當方式於危險貨物上加註危險標誌或標籤。
2. 託運人將危險貨物交給多式聯運營運人或其任何代理人時，應告知貨物之危險特性，必要時並應告知必須採取之預防措施。託運人疏於告知而多式聯運營運人又無從得知貨物之危險特性時：
 - (a) 託運人對於多式聯運營運人因載運該貨物所遭受之一切損失應負賠償責任；且
 - (b) 視情需要，可隨時將貨物卸下，銷毀或使之無害而無須負擔賠償責任。
3. 任何人在多式聯運期間如已明知貨物之危險特性而仍予接管，即不得援用本條第 2 項之規定。
4. 在本條第 2 項(b)款之規定不適用或不得援用之情形下，若危險貨物對人命或財產構成實際危險時，得視情需要將貨物卸下、銷毀或使之無害而無須給予賠償，然共同海損之分擔義務或依第 16 條規定多式聯運營運人應負賠償責任之情形者不在

accordance with the provisions of article 16.

此限。

Part V - Claims and Actions

第五部分 求償及訴訟

Article 24 - Notice of loss, damage or delay

第 24 條 滅失、毀損或遲延之通知

1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the multimodal transport operator not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the multimodal transport operator of the goods as described in the multimodal transport document.
 2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this article apply correspondingly if notice in writing is not given within six consecutive days after the day when the goods were handed over to the consignee.
 3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties or their authorised representatives at the place of delivery, notice in writing need not be given of loss or damage ascertained during such survey or inspection.
 4. In the case of any actual or apprehended loss or damage the multimodal transport operator and the consignee shall give all reasonable facilities to each other for inspecting and tallying the goods.
 5. No compensation shall be payable for loss resulting from delay in delivery unless notice has been given in writing to the multimodal transport operator within 60 consecutive days after the day when the goods were delivered by handing over to the consignee or when the consignee has been notified that the goods have been delivered in accordance with paragraph 2 (b) (ii) or (iii) of article 14.
 6. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the multimodal transport operator to the consignor not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods in accordance with paragraph 2 (b) of article 14, whichever is later, the failure to give such notice is prima facie evidence that the multimodal transport operator has sustained no loss or damage due to the fault or neglect of the consignor, his servants or agents.
 7. If any of the notice periods provided for in paragraphs 2,5 and 6 of this article terminates on a day which is not a working day at the place of delivery, such period shall be extended until the next working day.
 8. For the purpose of this article, notice given to a person acting on the multimodal transport operator's behalf, including any person of whose services he makes use at the place of delivery, or to a person acting on the consignor's behalf, shall be deemed to have been given to the multimodal transport operator, or to the consignor, respectively.
1. 除受貨人不遲於受領貨物之次一工作日，將敘明貨物滅失或毀損一般性質之書面通知送交多式聯運營運人外，該貨物之交付即為多式聯運營運人交付多式聯運單證所載貨物之表面證據。
 2. 如滅失或毀損不明顯，受貨人於收受貨物後之連續六日內未為書面通知，則本條第 1 項之規定適用之。
 3. 如貨物情狀於交付給受貨人時已由契約當事人各方或於交貨地經授權之代表共同檢定或檢查，於該檢定或檢查所確認之滅失或毀損無須再為書面通知。
 4. 於有任何實際滅失或毀損，或有滅失或毀損之虞時，多式聯運營運人及受貨人應相互提供檢查及清點貨物之一切合理便利。
 5. 除於貨物交付受貨人之日後連續六十日內或於受貨人被通知貨物已依第 14 條第 b 項 i 款或/及 ii 款之規定交付之日後連續六十日內以書面通知多式聯運營運人外，不負責遲延交貨所致之損失。
 6. 除多式聯運營運人不遲於滅失或毀損發生後連續九十日內或於依照第 14 條第 2 項 b 款規定交付貨物後連續九十日內，以較遲者為準，將敘明滅失或毀損一般性質之書面通知送交託運人外，即為多式聯運營運人未因託運人或託運人之受僱人、代理人之疏失或過失所致滅失或毀損之表面證據。
 7. 如本條第 2 項、第 5 項及第 6 項所規定之通知期限最後一日於交貨地點並非工作日，則該期限應延長至次一工作日。
 8. 為本條之目的，針對多式聯運營運人之代表，包括其於交貨地點運用其服務之任何人，或向託運人之代表人送交通知，應分別視為向多式聯運營運人或託運人送交通知。

Article 25 - Limitation of actions

第 25 條 訴訟時效

1. Any action relating to international multimodal transport under this Convention shall be time-barred if judicial or arbitral
1. 依本公約與國際多式聯運有關之任何訴訟或仲裁程序，若未於兩年期

proceedings have not been instituted within a period of two years. However, if notification in writing, stating the nature and main particulars of the claim, has not been given within six months after the day when the goods were delivered or, where the goods have not been delivered, after the day on which they should have been delivered, the action shall be time-barred at the expiry of this period.

2. The limitation period commences on the day after the day on which the multimodal transport operator has delivered the goods or part thereof or, where the goods have not been delivered, on the day after the last day on which the goods should have been delivered.
3. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration in writing to the claimant. This period may be further extended by another declaration or declarations.
4. Provided that the provisions of another applicable international convention are not to the contrary, a recourse action for indemnity by a person held liable under this Convention may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted; however, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself.

Article 26 - Jurisdiction

1. In judicial proceedings relating to international multimodal transport under this Convention, the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction of which is situated one of the following places:
 - (a) The principal place of business or, in the absence thereof, the habitual residence of the defendant; or
 - (b) The place where the multimodal transport contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or
 - (c) The place of taking the goods in charge for international multimodal transport or the place of delivery; or
 - (d) Any other place designated for that purpose in the multimodal transport contract and evidenced in the multimodal transport document.
2. No judicial proceedings relating to international multimodal transport under this Convention may be instituted in a place not specified in paragraph 1 of this article. The provisions of this article do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.
3. Notwithstanding the preceding provisions of this article, an agreement made by the parties after a claim has arisen, which designates the place where the plaintiff may institute an action, shall be effective.
4.
 - (a) Where an action has been instituted in accordance with the provisions of this article or where judgement in such an action has been delivered, no new action shall be

間內提起，即罹於時效。然於貨物交付日起，或如貨物未交付，則自應交付之日起六個月內，若未提出敘明求償性質及主要事項之書面求償通知，則該訴訟於此期限屆滿後即罹於時效消滅。

2. 時效期間自多式聯運營運人交付貨物或部份貨物之次日起算；其貨物未交付者，則自應交付之最後日之次日起算。
3. 被求償人於時效進行中，得隨時以書面向求償人聲明延長時效期間，該期間並得以另一次或多次聲明再予延長。
4. 如其他可適用之國際條約無相反規定，依本公約應負賠償責任之人於前述各項所規定之時效期間屆滿後，仍可於起訴地國家法律所許可之期限內提起追償訴訟。該許可之期限，自提起該追償訴訟之人已清償求償請求或接獲對其本人之訴訟傳票之日起算，不得少於九十日。

第 26 條 管轄

1. 依本公約有關國際多式聯運之訴訟程序，原告得於下列地點之一之管轄法院提起訴訟，然以該法院所在國之法律規定該法院有權管轄者為限：
 - (a) 被告之主事務所所在地，或如無主事務所，則為其慣居地；或
 - (b) 多式聯運契約之締約地，然以被告於該地有訂立該契約之營業處所、分支處或代理人為限；或
 - (c) 國際多式聯運中接收貨物或交付貨物之地點；或
 - (d) 多式聯運契約為訴訟管轄之目的而指定且在多式聯運單證中載明之任何其他地點。
2. 依本公約有關國際多式聯運之任何訴訟程序非於本條第 1 項所列地點不得提起。本條規定不妨礙各締約國採取臨時性或保護性措施之管轄權。
3. 不論本條上述各項規定為何，如當事人雙方於求償發生之後達成協議，指定原告可提起訴訟之地點，該協議仍然有效。
4.
 - (a) 如已依本條各項規定提起訴訟或對該訴訟已為判決者，原當事人間不得基於同一理由更行起訴，

instituted between the same parties on the same grounds unless the judgement in the first action is not enforceable in the country in which the new proceedings are instituted;

- (b) For the purposes of this article neither the institution of measures to obtain enforcement of a judgement nor the removal of an action to a different court within the same country shall be considered as the starting of a new action.

Article 27 - Arbitration

1. Subject to the provisions of this article, parties may provide by agreement evidenced in writing that any dispute that may arise relating to international multimodal transport under this Convention shall be referred to arbitration.
2. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:
 - (a) A place in a State within whose territory is situated:
 - (i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or
 - (ii) The place where the multimodal transport contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or
 - (iii) The place of taking the goods in charge for international multimodal transport or the place of delivery; or
 - (b) Any other place designated for that purpose in the arbitration clause or agreement.
3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.
4. The provisions of paragraphs 2 and 3 of this article shall be deemed to be part of every arbitration clause or agreement and any term of such clause or agreement which is inconsistent therewith shall be null and void.
5. Nothing in this article shall affect the validity of an agreement on arbitration made by the parties after the claim relating to the international multimodal transport has arisen.

Part VI - Supplementary Provisions

Article 28 - Contractual stipulations

1. Any stipulation in a multimodal transport contract or multimodal transport document shall be null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation shall not affect the validity of other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of the goods in favour of the multimodal transport operator or any similar clause shall be null and void.
2. Notwithstanding the provisions of paragraph 1 of this article, the multimodal transport operator may, with the agreement of the consignor, increase his responsibilities and obligations under this Convention.

然第一次訴訟之判決於提起新訴訟之國家無法執行者不在此限；

- (b) 為本條規定之目的，凡為使判決得以執行而採取之措施或於同一國內將一訴訟移轉給另一法院，均不得視為提起新訴訟。

第 27 條 仲裁

1. 依本條之規定，當事人間得以書面約定，將依據本公約所發生之有關國際多式聯運之任何爭議交付仲裁。
2. 仲裁程序應依求償人之選擇，於下列地點之一提起之：
 - (a) 下列各地所在國之任一地點：
 - (i) 被告之主事務所所在地，或如無主事務所，其慣居地；或
 - (ii) 多式聯運契約之締約地，然以被告於該地有訂立該契約之營業處所、分支處或代理人為限；或
 - (iii) 國際多式聯運接收貨物或交付貨物之地點；或
 - (b) 仲裁條款或協議中為此目的所指定之任何其他地點。
3. 仲裁人或仲裁法庭應適用本公約各項規定。
4. 本條第 2 項及第 3 項規定應視為所有仲裁條款或協議之一部分，仲裁條款或協議中與之抵觸之任何規定，概屬無效。
5. 當事人間於有關國際多式聯運之求償發生後所訂立之仲裁協議，其效力不受本條規定之影響。

第六部分 補充規定

第 28 條 契約條款

1. 多式聯運契約或多式聯運單證上之任何條款，直接或間接減損本公約規定之效力者，就其減損之範圍概屬無效。然其無效不影響以該條款構成其一部分之該契約或單證之其他規定之效力。將貨物之保險利益讓與多式聯運營運人之條款或類似條款概屬無效。
2. 不論本條第 1 項規定為何，多式聯運營運人經託運人之同意，仍得增加其依本公約所負擔之義務及責任。

3. The multimodal transport document shall contain a statement that the international multimodal transport is subject to the provisions of this Convention which nullify any stipulation derogating therefrom to the detriment of the consignor or the consignee.
 4. Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present article, or as a result of the omission of the statement referred to in paragraph 3 of this article, the multimodal transport operator must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Convention for any loss of or damage to the goods as well as for delay in delivery. The multimodal transport operator must, in addition, pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted.
3. 多式聯運單證應載入一聲明，說明國際多式聯運應遵守本公約規定，任何減損本公約而有害於託運人或收貨人之規定概屬無效。
 4. 貨物求償人如因本條規定而使某條款因此無效或因漏載本條第3項所指之聲明而遭受損失時，多式聯運營運人必須依本公約有關貨物滅失、毀損或遲延責任之規定，對求償人負賠償責任。此外，多式聯運營運人對求償人因行使權利所生之費用，亦應負賠償責任，惟其數額，應依訴訟地國法律定之。

Article 29 - General average

1. Nothing in this Convention shall prevent the application of provisions in the multimodal transport contract or national law regarding the adjustment of general average, if and to the extent applicable.
2. With the exception of article 25, the provisions of this Convention relating to the liability of the multimodal transport operator for loss of or damage to the goods shall also determine whether the consignee may refuse contribution in general average and the liability of the multimodal transport operator to indemnify the consignee in respect of any such contribution made or any salvage paid.

Article 30 - Other Conventions

1. This Convention does not modify the rights or duties provided for in the Brussels International Convention for the unification of certain rules relating to the limitation of the liability of owners of sea-going vessels of 25 August 1924; in the Brussels International Convention relating to the limitation of the liability of owners of sea-going ships of 10 October 1957; in the London Convention on limitation of liability for maritime claims of 19 November 1976; and in the Geneva Convention relating to the limitation of the liability of owners of inland navigation vessels (CLN) of 1 March 1973, including amendments to these Conventions, or national law relating to the limitation of liability of owners of sea-going ships and inland navigation vessels.
2. The provisions of articles 26 and 27 of this Convention do not prevent the application of the mandatory provisions of any other international convention relating to matters dealt with in the said articles, provided that the dispute arises exclusively between parties having their principal place of business in States parties to such other convention. However, this paragraph does not affect the application of paragraph 3 of article 27 of this Convention.
3. No liability shall arise under the provisions of this Convention

第 29 條 共同海損

1. 本公約各條款不應妨礙多式聯運契約或國內法有關共同海損理算規定之適用。
2. 除第 25 條規定外，本公約有關多式聯運營運人對貨物滅失或毀損所負賠償責任之規定，亦可用於確定受貨人可否拒絕分擔共同海損及多式聯運營運人對受貨人繳付之分擔額或任何救助報酬所應負擔之補償責任。

第 30 條 其他公約

1. 本公約不變更國際公約及其修正案或國家法律為限制海船及內河船舶所有人賠償責任所規定之權利或義務，該國際公約為 1924 年 8 月 25 日所制定通過之統一有關海船所有人責任限制若干規則之布魯塞爾國際公約；1957 年 10 月 10 日制定通過之有關海船所有人責任限制之布魯塞爾國際公約；1976 年 11 月 19 日制定通過之倫敦海事求償責任限制公約；及 1973 年 3 月 1 日制定通過之關於內河船舶所有人責任限制之日內瓦公約。
2. 如爭議雙方之主事務所所在地均位於其他國際公約之締約國境內，則本公約第 26 條及第 27 條之規定不得妨礙適用各該其他國際公約有關該 2 條所述事項之強制性規定。惟本項規定不影響本公約第 27 條第 3 項規定之適用。
3. 如核子設施營運人依下列國際公約

for damage caused by nuclear incident if the operator of a nuclear installation is liable for such damage:

- (a) Under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by the Additional Protocol of 28 January 1964 or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or amendments thereto; or
 - (b) By virtue of national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or Vienna Conventions.
4. Carriage of goods such as carriage of goods in accordance with the Geneva Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road in article 2, or the Berne Convention of 7 February 1970 concerning the Carriage of Goods by Rail, article 2, shall not for States Parties to Conventions governing such carriage be considered as international multimodal transport within the meaning of article 1, paragraph 1, of this Convention, in so far as such States are bound to apply the provisions of such Conventions to such carriage of goods.

Article 31- Unit of account of monetary unit and conversion

1. The unit of account referred to in article 18 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts referred to in article 18 shall be converted into the national currency of a State according to the value of such currency on the date of the 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 which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund, in effect on 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 which is not a member of the International Monetary Fund shall be calculated in a manner determined by that State.
2. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this article may, at the time of signature, ratification, acceptance, approval or accession, or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows: with regard to the limits provided for in paragraph 1 of article 18, to 13,750 monetary units per package or other shipping unit or 41.25 monetary units per kilogram of gross weight of the goods, and with regard to the limit provided for in paragraph 3 of article 18, to 124 monetary units.
3. The monetary unit referred to in paragraph 2 of this article corresponds to sixty-five and a half milligrams of gold of

或國內法，對於核子事故所生損害應負賠償責任時，則不生本公約所規定之責任：

- (a) 1964年1月28日補充議定書修正之1960年7月29日制定通過之關於核子領域第三人賠償責任之巴黎公約或1963年5月21日制定通過之關於核子損害民事賠償責任之維也納公約，或上述公約之任何修正案；或
 - (b) 國內法中有關核子損害賠償責任之規定，然以該國內法於各方面均與巴黎公約或維也納公約同樣有利於可能遭受核子損害之人為限。
4. 依至今仍然適用之有關國際公路貨物運送契約之1956年5月19日日內瓦公約第2條規定或有關國際鐵路貨物運送之1970年2月7日伯恩公約第2條規定所進行之貨物運送，就本公約第1條第1項之意義而言，不應視為國際多式聯運。

第 31 條 記帳單位或貨幣單位及兌換

1. 本公約第 18 條所述記帳單位係指國際貨幣基金所定義之特別提款權。第 18 條所述數額應依一國貨幣於判決日或裁定日或當事人各方協議日之價值，折算成該國貨幣。凡屬國際貨幣基金會會員國之締約國，其以特別提款權表示之本國貨幣之價值，應依國際貨幣基金於上述日期對其業務及交易所採用之現行定值方法計算之。非國際貨幣基金會會員國之締約國，其特別提款權表示之本國貨幣之價值，應依該國所確定之方法計算之。
2. 然非國際貨幣基金會會員國而其本國法又不准適用本條第 1 項規定者，得於簽字、批准、接受、認可或加入時或於其後任何時間，聲明本公約所規定之責任限額於該國領土適用時應固定為關於第 18 條第 1 項所規定之限額，依貨物之每包或其他貨運單位計不超過 13,750 貨幣單位，或按毛重每公斤不超過 41.25 貨幣單位；關於第 18 條第 3 項所規定之限額，不超過 124 貨幣單位。
3. 本條第 2 項所述之貨幣單位為等值於純度千分之九百之黃金六十五點五

millesimal fineness nine hundred. The conversion of the amount referred to in paragraph 2 of this article into national currency shall be made according to the law of the State concerned.

4. The calculation mentioned in the last sentence of paragraph 1 of this article and the conversion referred to in paragraph 3 of this article shall be made in such a manner as to express in the national currency of the Contracting State as far as possible the same real value for the amounts in article 18 as is expressed there in units of account.
5. Contracting States shall communicate to the depositary the manner of calculation pursuant to the last sentence of paragraph 1 of this article, or the result of the conversion pursuant to paragraph 3 of this article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval or accession, or when availing themselves of the option provided for in paragraph 2 of this article and whenever there is a change in the manner of such calculation or in the result of such conversion.

Part VII - Customs Matters

Article 32 - Customs transit

1. Contracting States shall authorise the use of the procedure of customs transit for international multimodal transport.
2. Subject to provisions of national law or regulations and intergovernmental agreements, the customs transit of goods in international multimodal transport shall be in accordance with the rules and principles contained in articles I to VI of the annex to this Convention.
3. When introducing laws or regulations in respect of customs transit procedures relating to multimodal transport of goods, Contracting States should take into consideration articles I to VI of the annex to this Convention.

Part VIII - Final Clauses

Article 33 - Depositary

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

Article 34 - Signature, ratification, acceptance, approval and accession

1. All States are entitled to become Parties to this Convention by:
 - (a) Signature not subject to ratification, acceptance or approval; or
 - (b) Signature subject to and followed by ratification, acceptance or approval; or
 - (c) Accession.
2. This Convention shall be open for signature as from 1 September 1980 until and including 31 August 1981 at the Headquarters of the United Nations in New York.
3. After 31 August 1981, this Convention shall be open for

毫克。本條第2項所述數額應依有關國家之法律折算成該國貨幣。

4. 依本條第1項末句規定進行計算及依本條第3項之規定進行折算，以締約國之本國貨幣表示第18條所述數額時，其實際價值應儘可能與第18條所述記帳單位表示之實際價值相當。
5. 締約國於簽署時，或在交存其批准書、接受書、認可書或加入書時，或依本條第2項規定為選擇時；及於計算方法或折算結果有所改變時，應將依本條第1項末句所確定之計算方法或依本條第3項所得之折算結果，通知保存人。

第七部分 海關事項

第32條 海關過境

1. 各締約國應准許國際多式聯運海關過境手續之使用。
2. 除依照國內法或規章或政府間協議之規定外，國際多式聯運貨物之海關過境應依本公約附件第1條至第6條所載之規則及原則。
3. 締約國於制訂有關多式聯運貨物之海關過境手續之法律或規章時，應考慮本公約附件第1條至第6條之規定。

第八部分 最後條款

第33條 保存人

謹指定聯合國秘書長為本公約之保存人。

第34條 簽字、批准、接受、認可、加入

1. 所有國家均有權以下列手續成為本公約之締約國：
 - (a) 簽字而無須批准、接受或認可；或
 - (b) 簽字而隨後須經批准、接受或認可；或
 - (c) 加入。
2. 本公約自1980年9月1日起至1981年8月31日止，於紐約聯合國總部開放供簽字。
3. 1981年8月31日以後，本公約對所

- accession by all States which are not signatory States.
4. Instruments of ratification, acceptance, approval and accession are to be deposited with the depositary.
 5. Organisations for regional economic integration, constituted by sovereign States members of UNCTAD, and which have competence to negotiate, conclude and apply international agreements in specific fields covered by this Convention, shall be similarly entitled to become Parties to this Convention in accordance with the provisions of paragraphs 1 to 4 of this article, thereby assuming in relation to other Parties to this Convention the rights and duties under this Convention in the specific fields referred to above.

Article 35 - Reservations

No reservation may be made to this Convention.

Article 36 - Entry into force

1. This Convention shall enter into force 12 months after the Governments of 30 States have either signed it not subject to ratification, acceptance or approval or have deposited instruments of ratification, acceptance, approval or accession with the depositary.
2. For each State which ratifies, accepts, approves or accedes to this Convention after the requirements for entry into force given in paragraph 1 of this article have been met, the Convention shall enter into force 12 months after the deposit by such State of the appropriate instrument.

Article 37 - Date of application

Each Contracting State shall apply the provisions of this Convention to multimodal transport contracts concluded on or after the date of entry into force of this Convention in respect of that State.

Article 38 - Rights and obligations under existing conventions

If, according to articles 26 or 27, judicial or arbitral proceedings are brought in a Contracting State in a case relating to international multimodal transport subject to this Convention which takes place between two States of which only one is a Contracting State, and if both these States are at the time of entry into force of this Convention equally bound by another international convention, the court or arbitral tribunal may, in accordance with the obligations under such convention, give effect to the provisions thereof.

Article 39 - Revision and amendments

1. At the request of not less than one third of the Contracting States, the Secretary-General of the United Nations shall, after the entry into force of this Convention, convene a conference of

有非簽字國開放，以便供加入。

4. 批准書、接受書、認可書及加入書應交存給保存人。
5. 由具有主權之聯合國貿易暨發展會議成員國所組織之區域性經濟體，對本公約所涵蓋之特定領域有談判、締結及實施國際協議之權力者，同樣有權依本條第1項至第4項之規定，成為本公約之締約國。因此而依本公約之規定，於前述之特定領域內，對於本公約之其他締約國享有權利並負擔義務。

第 35 條 保留

對本公約不得作任何保留。

第 36 條 生效

1. 本公約於三十個國家之政府簽字而無須批准、接受或認可或向保存人交存批准書、接受書、認可書或加入書之日起十二個月後生效。
2. 對於此後批准、接受、認可或加入本公約之任一國家，本公約則應自該國交存有關文件之十二個月後生效。

第 37 條 適用日期

各締約國對於本公約對該國生效之日或其後所簽訂之多式聯運契約，應適用本公約之規定。

第 38 條 現行公約規定之權利及義務

如依第 26 條及第 27 條針對本公約所提起有關多式聯運之訴訟或仲裁程序，如發生在雙方當事國間只有一方是本公約之締約國時，締約國之法院或仲裁庭於本公約生效之日仍得適用兩國間之任何其他有效之國際公約有關之義務規定。

第 39 條 修訂及修正

1. 本公約生效後，經不少於三分之一之締約國請求，聯合國秘書長應召開締約國會議，修訂或修正本公

the Contracting States for revising or amending it. The Secretary-General of the United Nations shall circulate to all Contracting States the texts of any proposals for amendments at least three months before the opening date of the conference.

2. Any decision by the revision conference, including amendments, shall be taken by a two thirds majority of the States present and voting. Amendments adopted by the conference shall be communicated by the depositary to all the contracting States for acceptance and to all the States signatories of the Convention for information.
3. Subject to paragraph 4 below, any amendment adopted by the conference shall enter into force only for those Contracting States which have accepted it, on the first day of the month following one year after its acceptance by two thirds of the Contracting States. For any State accepting an amendment after it has been accepted by two thirds of the Contracting States, the amendment shall enter into force on the first day of the month following one year after its acceptance by that State.
4. Any amendment adopted by the conference altering the amounts specified in article 18 and paragraph 2 of article 31 or substituting either or both the units defined in paragraphs 1 and 3 of article 31 by other units shall enter into force on the first day of the month following one year after its acceptance by two thirds of the Contracting States. Contracting States which have accepted the altered amounts or the substituted units shall apply them in their relationship with all Contracting States.
5. Acceptance of amendments shall be effected by the deposit of a formal instrument to that effect with the depositary.
6. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of any amendment adopted by the conference shall be deemed to apply to the Convention as amended.

Article 40 - Denunciation

1. Each Contracting State may denounce this Convention at any time after the expiration of a period of two years from the date on which this Convention has entered into force by means of a notification in writing addressed to the depositary.
2. Such denunciation shall take effect on the first day of the month following the expiration of one year after the notification is received by the depositary. Where a longer period is specified in the notification, the denunciation shall take effect upon the expiration of such longer period after the notification is received by the depositary.

In witness whereof the undersigned, being duly authorised thereto, have affixed their signatures hereunder on the dates indicated.

Done at Geneva, this twenty-fourth day of May, one thousand nine hundred and eighty, in one original in the Arabic, Chinese, English, French, Russian and Spanish languages, all texts being equally authentic.

Annex

約。聯合國秘書長應於會議召開日至少三個月前將任何修正案之文本發送給所有締約國。

2. 修訂會議之任何決定，包括修正案在內，應以出席並參加表決之國家三分之二多數為之。會議通過之修正應由保存人送請所有締約國接受，並送交本公約所有簽字國備查。
3. 除依本條第4項規定外，會議所通過之任何修正案於其獲得三分之二締約國接受之日起滿一年後之次月首日對接受該修正案之締約國生效。對於修正案已獲得三分之二締約國接受後才接受修正案之任何國家，修正案應在該國接受之日起滿一年後之次月首日生效。
4. 會議所通過有關變更第18條及第31條第2項所規定數額之修正案，或關於以其他單位取代第31條第1項及第3項所述單位之修正案，於其獲得三分之二締約國接受之日起滿一年後之次月首日生效，接受改變數額或替代單位之締約國，應在其與所有締約國之關係中，適用該數額或單位。
5. 接受修正案之正式文件交存保存人即具接受該修正案之效力。
6. 會議所通過之修正案生效後交存之任何批准書、接受書、認可書或加入書，應視為適用修正後之本公約。

第40條 退出

1. 任一締約國得在本公約生效之日起滿二年後之任何時間以書面通知保存人，退出本公約。
2. 退出應於保存人收到通知之日起滿一年後之次月首日生效。如該通知載明更長期間者，則該退出於保存人收到通知後之該更長期間屆滿時生效。

謹此，下列經正式授權之各簽署人，於下列日期於本公約簽字，以昭信守。

1980年5月24日訂於日內瓦，原本以阿拉伯文、中文、英文、法文、俄文及西班牙文寫成，所有文本均具同等效力。

附件

Provisions on customs matters relating to international multimodal transport of goods

Article I

For the purpose of this Convention:

"Customs transit procedure" means the customs procedure under which goods are transported under customs control from one customs office to another.

"Customs office of destination" means any customs office at which a customs transit operation is terminated.

"Import/export duties and taxes" means customs duties and all other duties, taxes, fees or other charges which are collected on or in connection with the import/export of goods, but not including fees and charge which are limited in amount to the approximate cost of services rendered.

"Customs transit document" means a form containing the record of data entries and information required for the customs transit operation.

Article II

1. Subject to the provisions of the law, regulations and international conventions in force in their territories, Contracting States shall grant freedom of transit to goods in international multimodal transport.
2. Provided that the conditions laid down in the customs transit procedure used for the transit operation are fulfilled to the satisfaction of the customs authorities, goods in international multimodal transport:
 - (a) Shall not, as a general rule, be subject to customs examination during the journey except to the extent deemed necessary to ensure compliance with rules and regulations which the customs are responsible for enforcing. Flowing from this, the customs authorities shall normally restrict themselves to the control of customs seals and other security measures at points of entry and exit;
 - (b) Without prejudice to the application of law and regulations concerning public or national security, public morality or public health, shall not be subject to any customs formalities or requirements additional to those of the customs transit regime used for the transit operation.

Article III

In order to facilitate the transit of the goods, each Contracting State shall:

- (a) If it is the country of shipment, as far as practicable, take all measures to ensure the completeness and accuracy of the information required for the subsequent transit operations;
- (b) If it is the country of destination;
 - (i) Take all necessary measures to ensure that goods in customs transit shall be cleared, as a rule, at the customs office of destination of the goods;
 - (ii) Endeavour to carry out the clearance of goods at a place as near as is possible to the place of final destination of the goods, provided that national law and regulations do

有關國際貨物多式聯運之海關事項規定

第 1 條

為本公約之目的：

「海關過境手續」係指於海關管制下將貨物從一處海關至另一海關之海關手續。

「目的地海關」係指結束海關過境作業之任何海關。

「進出口關稅及其他稅捐」係指關稅及所有其他稅捐、費用或對貨物之進出口或與其有關而徵收之其他費用，然不包括金額大致相當於所提供服務成本之費用。

「海關過境單證」係指載有海關過境作業所需數據及資料記錄之表格。

第 2 條

1. 除依本國境內所實施之法律規章及國際公約規定外，締約國應給予國際多式聯運貨物之過境自由。
2. 如海關當局認為已達到用於過境作業之海關過境手續之要求，則國際多式聯運貨物：
 - (a) 於途中一般不應再受到海關檢查，然海關認為有必要確保海關負責實施之法律規章獲得遵守者除外。於此，海關當局於進出口點一般只檢驗海關印記及其他安全措施；
 - (b) 於不影響有關公共或國家安全、公共道德或公共衛生之法令規章之情況下，不實施用於過境作業之海關過境制度以外之任何海關手續或規定。

第 3 條

為便利貨物過境，締約國：

- (a) 如為啟運地國家，應儘量採取一切可行之措施，確保其後過境作業所需資料之完整及準確；
- (b) 如為目的地國家：
 - (i) 應採取一切必要措施，確保海關過境貨物能於其目的地之海關結關；
 - (ii) 除其本國法律規章另有規定外，應設法於儘可能接近貨物最後目的地之地點辦理貨

not require otherwise.

物之結關手續。

Article IV

1. Provided that the conditions laid down in the customs transit procedure are fulfilled to the satisfaction of the customs authorities, the goods in international multimodal transport shall not be subject to the payment of import/export duties and taxes or deposit in lieu thereof in transit countries.
2. The provisions of the preceding paragraph shall not preclude:
 - (a) The levy of fees and charges by virtue of national regulations on grounds of public security or public health;
 - (b) The levy of fees and charges, which are limited in amount to the approximate cost of services rendered, provided they are imposed under conditions of equality.

第 4 條

1. 如海關當局認為已達到海關過境手續之要求，則國際多式聯運貨物無須向過境國家支付進出口關稅及其他稅捐或交付該稅款之保證金。
2. 前項之規定不排除：
 - (a) 依據公共安全或公共衛生方面之要求，依本國規章所收取之費用；
 - (b) 在平等條件下收取金額大致相當於所提供服務成本之費用。

Article V

1. Where a financial guarantee for the customs transit operation is required, it shall be furnished to the satisfaction of the customs authorities of the transit country concerned in conformity with its national law and regulations and international conventions.
2. With a view to facilitating customs transit, the system of customs guarantee shall be simple, efficient, moderately priced and shall cover import/export duties and taxes chargeable and, in countries where they are covered by guarantees, any penalties due.

第 5 條

1. 如海關過境作業需要財務擔保，該財務擔保之提供，必須使有關過境國家之海關當局感到滿意，且應符合其國家法律規章及國際公約之規定。
2. 為便利海關過境，海關擔保制度應當簡單、有效、收費適中、並包括應付之進出口關稅及其他稅捐，擔保制度有包括罰款之國家，則包括應付之罰款。

Article VI

1. Without prejudice to any other documents which may be required by virtue of an international convention or national law and regulations, customs authorities of transit countries shall accept the multimodal transport document as a descriptive part of the customs transit document.
2. With a view to facilitating customs transit, customs transit documents shall be aligned, as far as possible, with the layout reproduced below.

第 6 條

1. 於不損及國際公約或國家法律規章所要求之任何其他單證之情況下，過境國家之海關當局應接受多式聯運單證作為海關過境單證之證明。
2. 為便利海關過境，海關過境單證應儘可能與後附單證格式相一致。