

中國大陸「海商法」

1993年7月1日 實施

Maritime Code of the People's Republic of China Came into force on July 1, 1993

PRC Maritime Code 1993

Chapter I General Provisions

第一章 總則

Article 1

第一條

This Code is enacted with a view to regulating the relations arising from maritime transport and those pertaining to ships, to securing and protecting the legitimate rights and interests of the parties concerned, and to promoting the development of maritime transport, economy and trade.

為了調整海上運輸關係、船舶關係，維護當事人各方的合法權益，促進海上運輸和經濟貿易的發展，制定本法。

Article 2

第二條

"Maritime transport" as referred to in this Code means the carriage of goods and passengers by sea, including the sea-river and river-sea direct transport. The provisions concerning contracts of carriage of goods by sea as contained in Chapter IV of this Code shall not be applicable to the maritime transport of goods between the ports of the People's Republic of China.

本法所稱海上運輸，是指海上貨物運輸和海上旅客運輸，包括海江之間、江海之間的直達運輸。本法第四章海上貨物運輸合同的規定，不適用於中華人民共和國港口之間的海上貨物運輸。

Article 3

第三條

"Ship" as referred to in this Code means seagoing ships and other mobile units, but does not include ships or craft to be used for military or public service purposes, nor small ships of less than 20 tons gross tonnage. The term "ship" as referred to in the preceding paragraph shall also include ship's apparels.

本法所稱船舶，是指海船和其他海上移動式裝置，但是用于軍事的、政府公務的船舶和二十總噸以下的小型船艇除外。前款所稱船舶，包括船舶屬具。

Article 4

第四條

Maritime transport and towage services between the ports of the People's Republic of China shall be undertaken by ships flying the national flag of the People's Republic of China, except as otherwise provided for by laws or administrative rules and regulations. No foreign ships may engage in the maritime transport or towage

中華人民共和國港口之間的海上運輸和拖航，由懸掛中華人民共和國國旗的船舶經營。但是，法律、行政法規另有規定的除外。非經國務院交通主管部門批准，外國籍

services between the ports of the People's Republic of China unless permitted by the competent authorities of transport and communications under the State Council.

船舶不得經營中華人民共和國港口之間的海上運輸和拖航。

Article 5

第五條

Ships are allowed to sail under the national flag of the People's Republic of China after being registered, as required by law, and granted the nationality of the People's Republic of China.

船舶經依法登記取得中華人民共和國國籍，有權懸掛中華人民共和國國旗航行。

Ships illegally flying the national flag of the People's Republic of China shall be prohibited and fined by the authorities concerned.

船舶非法懸掛中華人民共和國國旗航行的，由有關機關予以制止，處以罰款。

Article 6

第六條

All matters pertaining to maritime transport shall be administered by the competent authorities of transport and communications under the State Council. The specific measures governing such administration shall be worked out by such authorities and implemented after being submitted to and approved by the State Council.

海上運輸由國務院交通主管部門統一管理，具體辦法由國務院交通主管部門制定，報國務院批准後施行。

Chapter II Ships

第二章 船舶

Section 1 Ownership of Ships

第一節 船舶所有權

Article 7

第七條

The ownership of a ship means the shipowner's rights to lawfully possess, utilize, profit from and dispose of the ship in his ownerships.

船舶所有權，是指船舶所有人依法對其船舶享有占有、使用、收益和處分的權利。

Article 8

第八條

With respect to a State-owned ship operated by an enterprise owned by the whole people having a legal person status granted by the State, the provisions of this Code regarding the shipowner shall apply to that legal person.

國家所有的船舶由國家授予具有法人資格的全民所有制企業經營管理的，本法有關船舶所有人的規定適用於該法人。

Article 9

第九條

The acquisition, transference or extinction of the ownership of a ship shall be registered at the ship registration authorities; no acquisition, transference or extinction of the ship's ownership shall act against a third party unless registered.

船舶所有權的取得、轉讓和消滅，應當向船舶登記機關登記；未經登記的，不得對抗第三人。

The transference of the ownership of a ship shall be made by a contract in writing.

船舶所有權的轉讓，應當簽訂書面合同。

Article 10

第十條

Where a ship is jointly owned by two or more legal persons or individuals, the joint ownership thereof shall be registered at the ship registration authorities. The joint ownership of the ship shall

船舶由兩個以上的法人或者個人共有的，應當向船舶登記機關登記；未經登記的，不得對抗第三人。

not act against a third party unless registered.

Section 2 Mortgage of Ships

第二節 船舶抵押權

Article 11

第十一條

The right of mortgage with respect to a ship is the right of preferred compensation enjoyed by the mortgagee of that ship from the proceeds of the auction sale made in accordance with law where and when the mortgagor fails to pay his debt to the mortgagee secured by the mortgage of that ship.

船舶抵押權，是指抵押權人對於抵押人提供的作為債務擔保的船舶，在抵押人不履行債務時，可以依法拍賣，從賣得的價款中優先受償的權利。

Article 12

第十二條

The owner of a ship or those authorized thereby may establish the mortgage of the ship.
The mortgage of a ship shall be established by a contract in writing.

船舶所有人或者船舶所有人授權的人可以設定船舶抵押權。
船舶抵押權的設定，應當簽訂書面合同。

Article 13

第十三條

The mortgage of a ship shall be established by registering the mortgage of the ship with the ship registration authorities jointly by the mortgagee and the mortgagor. No mortgage may act against a third party unless registered.

設定船舶抵押權，由抵押權人和抵押人共同向船舶登記機關辦理抵押權登記；未經登記的，不得對抗第三人。

The main items for the registration of the mortgage of a ship shall be :

船舶抵押權登記，包括下列主要項目：

- (1) Name or designation and address of the mortgagee and the name or designation and address of the mortgagor of the ship;
- (2) Name and nationality of the mortgaged ship and the authorities that issued the certificate of ownership and the certificate number thereof ;
- (3) Amount of debt secured, the interest rate and the period for the repayment of the debt.

- 一. 船舶抵押權人和抵押人的姓名或者名稱、地址；
- 二. 被抵押船舶的名稱、國籍、船舶所有權證書的頒發機關和證書號碼；
- 三. 所擔保的債權數額、利息、受償期限。

Information about the registration of mortgage of ships shall be accessible for consultation by the public.

船舶抵押權的登記狀況，允許公眾查詢。

Article 14

第十四條

Mortgage may be established on a ship under construction.
In registering the mortgage of a ship under construction, the building contract of the said ship shall as well be submitted to the ship registration authorities.

建造中的船舶可以設定船舶抵押權。
建造中的船舶辦理抵押權登記，還應當向船舶登記機關提交船舶建造合同。

Article 15

第十五條

The mortgaged ship shall be insured by the mortgagor unless the contract provides otherwise. In case the ship is not insured , the mortgagee has the right to place the ship under insurance coverage and the mortgagor shall pay for the premium thereof.

除合同另有約定外，抵押人應當對被抵押船舶進行保險；未保險的，抵押權人有權對該船舶進行保險，保險費由抵押人負擔。

Article 16

第十六條

The establishment of mortgage by the joint owners of a ship shall, unless otherwise agreed upon among the joint owners, be subject to the agreement of those joint owners who have more than two thirds of the shares thereof.

The mortgage established by the joint owners of a ship shall not be affected by virtue of the division of ownership thereof.

船舶共有人就共有船舶設定抵押權，應當取得持有三分之二以上份額的共有人的同意，共有人之間另有約定的除外。

船舶共有人設定的抵押權，不因船舶的共有權的分割而受影響。

Article 17

Once a mortgage is established on a ship, the ownership of the mortgaged ship shall not be transferred without the consent of the mortgagee.

第十七條

船舶抵押權設定後，未經抵押權人同意，抵押人不得將被抵押船舶轉讓給他人。

Article 18

In case the mortgagee has transferred all or part of his right to debt secured by the mortgaged ship to another person, the mortgage shall be transferred accordingly.

第十八條

抵押權人將被抵押船舶所擔保的債權全部或者部分轉讓他人的，抵押權隨之轉移。

Article 19

Two or more mortgages may be established on the same ship. The ranking of the mortgages shall be determined according to the dates of their respective registrations.

In case two or more mortgages are established, the mortgagees shall be paid out of the proceeds of the auction sale of the ship in the order of registration of their respective mortgages. The mortgages registered on the same date shall rank equally for payment.

第十九條

同一船舶可以設定兩個以上抵押權，其順序以登記的先後為準。

同一船舶設定兩個以上抵押權的，抵押權人按照抵押權登記的先後順序，從船舶拍賣所得價款中依次受償。同日登記的抵押權，按照同一順序受償。

Article 20

The mortgages shall be extinguished when the mortgaged ship is lost. With respect to the compensation paid from the insurance coverage on account of the loss of the ship, the mortgagee shall be entitled to enjoy priority in compensation over other creditors.

第二十條

被抵押船舶滅失，抵押權隨之消滅。由于船舶滅失得到的保險賠償，抵押權人有權優先於其他債權人受償。

Section 3 Maritime Liens

第三節 船舶優先權

Article 21

A maritime lien is the right of the claimant, subject to the provisions of Article 22 of this Code, to take priority in compensation against shipowners, bareboat charterers or ship operators with respect to the ship which gave rise to the said claim.

第二十一條

船舶優先權，是指海事請求人依照本法第二十二條的規定，向船舶所有人、光船承租人、船舶經營人提出海事請求，對產生該海事請求的船舶具有優先受償的權利。

Article 22

The following maritime claims shall be entitled to maritime liens :
(1) Payment claims for wages, other remuneration, crew repatriation and social insurance costs made by the Master, crew members and other members of the complement in accordance

第二十二條

下列各項海事請求具有船舶優先權：
一、船長、船員和在船上工作的其他在編人員根據勞動法律、行政法規或者勞動合同所產生的工資、其他勞動報

with the relevant labour laws, administrative rules and regulations or labour contracts;

(2) Claims in respect of loss of life or personal injury occurred in the operation of the ship;

(3) Payment claims for ship's tonnage dues, pilotage dues, harbour dues and other port charges;

(4) Payment claims for salvage payment ;

(5) Compensation claims for loss of or damage to property resulting from tortious act in the course of the operation of the ship.

Compensation claims for oil pollution damage caused by a ship carrying more than 2, 000 tons of oil in bulk as cargo that has a valid certificate attesting that the ship has oil pollution liability insurance coverage or other appropriate financial security are not with in the scope of sub-paragraph (5) of the preceding paragraph.

Article 23

The maritime claims set out in paragraph 1 of Article 22 shall be satisfied in the order listed. However, any of the maritime claims set out in sub-paragraph (4) arising later than those under sub-paragraph (1) through (3) shall have priority over those under sub-paragraph (1) through (3). In case there are more than two maritime claims under sub-paragraphs (1), (2), (3) or (5) of paragraph 1 of Article. 22, they shall be satisfied at the same time regardless of their respective occurrences; where they could not be paid in full, they shall be paid in proportion. Should there be more than two maritime claims under sub-paragraph (4) , those arising later shall be satisfied first.

Article 24

The Legal costs for enforcing the maritime liens, the expenses for preserving and selling the ship, the expenses for distribution of the proceeds of sale and other expenses incurred for the common interests of the claimants, shall be deducted and paid first from the proceeds of the auction sale of the ship.

Article 25

A maritime lien shall have priority over a possessory lien, and a possessory lien shall have priority over ship mortgage. The possessory lien referred to in the preceding paragraph means the right of the ship builder or repairer to secure the building or repairing cost of the ship by means of detaining the ship in his possession when the other party to the contract fails in the performance thereof. The possessory lien shall be extinguished when the ship builder or repairer no longer possesses the ship he has built or repaired.

Article 26

Maritime liens shall not be extinguished by virtue of the transfer of the ownership of the ship, except those that have not been enforced within 60 days of a public notice on the transfer of the ownership of the ship made by a court at the request of the transferee when the

酬、船員遣返費用和社會保險費用的給付請求；

二. 在船舶營運中發生的人身傷亡的賠償請求；

三. 船舶噸稅、引航費、港務費和其他港口規費的繳付請求；

四. 海難救助的救助款項的給付請求；

五. 船舶在營運中因侵權行為產生的財產賠償請求。

載運二千噸以上的散裝貨油的船舶，持有有效的證書，證明已經進行油污損害民事責任保險或者具有相應的財務保證的，對其造成的油污損害的賠償請求，不屬於前款第五項規定範圍。

第二十三條

本法第二十二條第一款所列各項海事請求，依照順序受償。但是，第四項海事請求，後於第一項至第三項發生的，應當先於第一項至第三項受償。本法第二十二條第一款第一、二、三、五項中有兩個以上海事請求的，不分先後，同時受償；不足受償的，按照比例受償。第四項中有兩個以上海事請求的，後發生的先受償。

第二十四條

因行使船舶優先權產生的訴訟費用，保存、拍賣船舶和分配船舶價款產生的費用，以及為海事請求人的共同利益而支付的其他費用，應當從船舶拍賣所得價款中先行撥付。

第二十五條

船舶優先權先於船舶留置權受償，船舶抵押權後於船舶留置權受償。前款所稱船舶留置權，是指造船人、修船人在合同另一方未履行合同時，可以留置所占有的船舶，以保證造船費用或者修船費用得以償還的權利。船舶留置權在造船人、修船人不再占有所造或者所修的船舶時消滅。

第二十六條

船舶優先權不因船舶所有權的轉讓而消滅。但是，船舶轉讓時，船舶優先權自法院應受讓人申請予以公告之日起滿六十日不行使的除外。

transfer was effected.

Article 27

In case the maritime claims provided for in Article 22 of this Code are transferred, the maritime liens attached thereto shall be transferred accordingly.

第二十七條

本法第二十二條規定的海事請求權轉移的，其船舶優先權隨之轉移。

Article 28

A maritime lien shall be enforced by the court by arresting the ship that gave rise to the said maritime lien.

第二十八條

船舶優先權應當通過法院扣押產生優先權的船舶行使。

Article 29

A maritime lien shall, except as provided for in Article 26 of this code, be extinguished under one of the following circumstances:

- (1) The maritime claim attached by a maritime lien has not been enforced within one year of the existence of such maritime lien .
 - (2) The ship in question has been the subject of a forced sale by the court;
 - (3) The ship has been lost.
- The period of one year specified in sub-paragraph (1) of the preceding paragraph shall not be suspended or interrupted.

第二十九條

船舶優先權，除本法第二十六條規定的外，因下列原因之一而消滅：

- 一. 具有船舶優先權的海事請求，自優先權產生之日起滿一年不行使；
 - 二. 船舶經法院強制出售；
 - 三. 船舶滅失。
- 前款第一項的一年期限，不得中止或者中斷。

Article 30

The provisions of this Section shall not affect the implementation of the limitation of liability for maritime claims provided for in Chapter XI of this Code.

第三十條

本節規定不影響本法第十一章關於海事賠償責任限制規定的實施。

Chapter III Crew

Section 1 Basic Principles

第三章 船員

第一節 一般規定

Article 31

The term "crew" means the entire complement of the ship, including the Master.

第三十一條

船員，是指包括船長在內的船上一切任職人員。

Article 32

The Master, deck officers, chief engineer, engineers, electrical engineer and radio operator must be those in possession of appropriate certificates of competency.

第三十二條

船長、駕駛員、輪機長、輪機員、電機員、報務員，必須由持有相應適任證書的人擔任。

Article 33

Chinese "crew" engaged in international voyages must possess Seaman's Book and other relevant certificates issued by the harbour superintendency authorities of the People's Republic of China.

第三十三條

從事國際航行的船舶的中國籍船員，必須持有中華人民共和國港務監督機構頒發的海員證和有關証書。

Article 34

In the absence of specific stipulations in this Code as regards the employment of the crew as well as their labour-related rights and obligations, the provisions of the relevant laws and administrative rules and regulations shall apply.

第三十四條

船員的任用和勞動方面的權利、義務，本法沒有規定的，適用有關法律、行政法規的規定。

Section 2 The Master

Article 35

The Master shall be responsible for the management and navigation of the ship.

Orders given by the Master within the scope of his functions and powers must be carried out by other members of the crew, the passengers and all persons on board.

The Master shall take necessary measures to protect the ship and all persons on board, the documents, postal matters, the goods as well as other property carried.

第二節 船長

第三十五條

船長負責船舶的管理和駕駛。

船長在其職權範圍內發布的命令，船員、旅客和其他在船人員都必須執行。

船長應當採取必要的措施，保護船舶和在船人員、文件、郵件、貨物及其他財產。

Article 36

To ensure safety of the ship and all persons on board, the Master shall be entitled to confine or take other necessary measures against those who have committed crimes or violated laws or regulations on board, and to guard against their concealment, destruction or forging of evidence.

The Master, having taken actions as referred to in the preceding paragraph of this Article, shall make a written report of the case, which shall bear signatures of the Master himself and of two or more others on board, and shall be handed over, together with the offender, to the authorities concerned for disposition.

第三十六條

為保障在船人員和船舶的安全，船長有權對在船上進行違法、犯罪活動的人採取禁閉或者其他必要措施，並防止其隱匿、毀焚、偽造證據。

船長採取前款措施，應當製作案情報告書，由船長和兩名以上在船人員簽字，連同人犯送交有關當局處理。

Article 37

The Master shall make entries in the log book of any occurrence of birth or death on board and shall issue a certificate to that effect in the presence of two witnesses. The death certificate shall be attached with a list of personal belongings of the deceased, and attestation shall be given by the Master to the will, if any, of the deceased. Both the death certificate and the will shall be taken into safe keeping by the Master and handed over to the family members of the deceased or the organizations concerned.

第三十七條

船長應當將船上發生的出生或者死亡事件記入航海日誌，並在兩名証人的參加下製作證明書。死亡證明書應當附有死者遺物清單。死者有遺囑的，船長應當予以證明，死亡證明書和遺囑由船長負責保管，並送交家屬或者有關方面。

Article 38

Where a sea casualty has occurred to a ship and the life and property on board have thus been threatened, the Master shall, with crew members and other persons on board under his command, make best efforts to run to the rescue. Should the foundering and loss of the ship have become inevitable, the Master may decide to abandon the ship. However, such abandonment shall be reported to

第三十八條

船舶發生海上事故，危及在船人員和財產的安全時，船長應當組織船員和其他在船人員盡力施救。在船舶的沈沒、毀滅不可避免的情況下，船長可以作出棄船決定；但是，除緊急情況外，應當報經船舶所有人同意。

the shipowner for approval except in case of emergency.

Upon abandoning the ship, the Master must take all measures first to make the passengers safely evacuate from the ship in an organized manner, then make arrangements for crew members to evacuate, while the Master shall be the last to evacuate. Before laying the ship, the Master shall direct the crew members to do their utmost to rescue the deck log book, the engine log book, the oil record book, the radio log book, the charts, documents and papers used in the current voyage, as well as valuables, postal matters and cash money.

Article 39

The duty of the Master in the management and navigation of the ship shall not be absolved even with the presence of a pilot piloting the ship.

Article 40

Should death occur to the Master or the Master be unable to perform his duties for whatever reason, the deck officer with the highest rank shall act as the Master; before the ship sails from its next port of call, the shipowner shall appoint a new Master to replace him.

Chapter IV Contract of Carriage of Goods by Sea

Section 1 Basic Principles

Article 41

A contract of carriage of goods by sea is a contract under which the carrier, against payment of freight, undertakes to carry by sea the goods contracted for shipment by the shipper from one port to another.

Article 42

For the purposes of this Chapter:

- (1) "Carrier" means the person by whom or in whose name a contract of carriage of goods by sea has been concluded with a shipper;
- (2) "Actual carrier" means the person to whom the performance of carriage of goods, or part thereof, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted under a sub-contract;
- (3) "Shipper" means :
 - a) The person by whom or in whose name or on whose behalf a contract of carriage of goods by sea has been concluded with a carrier,
 - b) The person by whom or in whose name or on whose behalf the goods have been delivered to the carrier involved in the contract of carriage of goods by sea;

棄船時，船長必須採取一切措施，首先組織旅客安全離船，然後安排船員離船，船長應當最後離船。在離船前，船長應當指揮船員盡力搶救航海日誌、機艙日誌、油類記錄簿、無線電臺日誌、本航次使用過的海圖和文件，以及貴重物品、郵件和現金。

第三十九條

船長管理船舶和駕駛船舶的責任，不因引航員引領船舶而解除。

第四十條

船長在航行中死亡或者因故不能執行職務時，應當由駕駛員中職務最高的人代理船長職務；在下一個港口開航前，船舶所有人應當指派新船長接任。

第四章 海上貨物運輸合同

第一節 一般規定

第四十一條

海上貨物運輸合同，是指承運人收取運費，負責將託運人託運的貨物經海路由一港運至另一港的合同。

第四十二條

本章下列用語的含義：

- 一."承運人"，是指本人或者委託他人以本人名義與託運人訂立海上貨物運輸合同的人。
- 二."實際承運人"，是指接受承運人委託，從事貨物運輸或者部分運輸的人，包括接受轉委託從事此項運輸的其他人。
- 三."託運人"是指：
 1. 本人或者委託他人以本人名義或者委託他人為本人與承運人訂立海上貨物運輸合同的人；
 2. 本人或者委託他人以本人名義或者委託他人為本人將貨物交給與海上貨物運輸合同有關的承運人的人。

- (4) "Consignee" means the person who is entitled to take delivery of the goods;
- (5) "Goods" includes live animals and containers, pallets or similar articles of transport supplied by the shipper for consolidating the goods.

Article 43

The carrier or the shipper may demand confirmation of the contract of carriage of goods by sea in writing. However, voyage charter shall be made in writing. Telegrams, telexes and telefaxes have the effect of something in writing.

Article 44

Any stipulation in a contract of carriage of goods by sea or a bill of lading or other similar documents evidencing such contract that derogates from the provisions of this Chapter shall be null and void. However, such nullity and voidness shall not affect the validity of other provisions of the contract or the bill of lading or other similar documents. A clause assigning the benefit of insurance of the goods in favour of the carrier or any similar clause shall be null and void.

Article 45

The provisions of Article 44 of this Code shall not prejudice the increase of duties and obligations by the carrier besides those set out in this Chapter.

Section 2 Carrier's Responsibilities

Article 46

The responsibilities of the carrier with regard to the goods carried in containers covers the entire period during which the carrier is in charge of the goods, starting from the time the carrier has taken over the goods at the port of loading, until the goods have been delivered at the port of discharge. The responsibility of the carrier with respect to noncontainerized goods covers the period during which the carrier is in charge of the goods, starting from the time of loading of the goods onto the ship until the time the goods are discharged therefrom. During the period the carrier is in charge of the goods, the carrier shall be liable for the loss of or damage to the goods, except as otherwise provided for in this Section.

The provisions of the preceding paragraph shall not prevent the carrier from entering into any agreement concerning carrier's responsibilities with regard to non-containerized goods prior to loading onto and after discharging from the ship.

Article 47

The carrier shall, before and at the beginning of the voyage, exercise due diligence to make the ship seaworthy, properly man,

- 四."收貨人"，是指有權提取貨物的人。
- 五."貨物"，包括活動物和由託運人提供的用于集裝貨物的集裝箱、貨盤或者類似的裝運器具。

第四十三條

承運人或者託運人可以要求書面確認海上貨物運輸合同的成立。但是，航次租船合同應當書面訂立。電報、電傳和傳真具有書面效力。

第四十四條

海上貨物運輸合同和作為合同憑証的提單或者其他運輸單證中的條款，違反本章規定的，無效。此類條款的無效，不影響該合同和提單或者其他運輸單證中其他條款的效力。將貨物的保險利益轉讓給承運人的條款或者類似條款，無效。

第四十五條

本法第四十四條的規定不影響承運人在本章規定的承運人責任和義務之外，增加其責任和義務。

第二節 承運人的責任

第四十六條

承運人對集裝箱裝運的貨物的責任期間，是指從裝貨港接收貨物時起至卸貨港交付貨物時止，貨物處於承運人掌管之下的全部期間。承運人對非集裝箱裝運的貨物的責任期間，是指從貨物裝上船時起至卸下船時止，貨物處於承運人掌管之下的全部期間。在承運人的責任期間，貨物發生滅失或者損壞，除本節另有規定外，承運人應當負賠償責任。

前款規定，不影響承運人就非集裝箱裝運的貨物，在裝船前和卸船後所承擔的責任，達成任何協議。

第四十七條

承運人在船舶開船前和開航當時，應當謹慎處理，使船舶處於適航狀態，妥善

equip and supply the ship and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

Article 48

The carrier shall properly and carefully load , handle, stow, carry, keep, care for and discharge the goods carried.

Article 49

The carrier shall carry the goods to the port of discharge on the agreed or customary or geographically direct route.

Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an act deviating from the provisions of the preceding paragraph.

Article 50

Delay in delivery occurs when the goods have not been delivered at the designated port of discharge within the time expressly agreed upon.

The carrier shall be liable for the loss of or damage to the goods caused by delay in delivery due to the fault of the carrier, except those arising or resulting from causes for which the carrier is not liable as provided for in the relevant Articles of this Chapter.

The carrier shall be liable for the economic losses caused by delay in delivery of the goods due to the fault of the carrier, even if no loss of or damage to the goods had actually occurred, unless such economic losses had occurred from causes for which the carrier is not liable as provided for in the relevant Articles of this Chapter.

The person entitled to make a claim for the loss of goods may treat the goods as lost when the carrier has not delivered the goods within 60 days from the expiry of the time for delivery specified in paragraph 1 of this Article.

Article 51

The carrier shall not be liable for the loss of or damage to the goods occurred during the period of carrier's responsibility arising or resulting from any of the following causes:

- (1) Fault of the Master, crew members, pilot or servant of the carrier in the navigation or management of the ship;
- (2) Fire, unless caused by the actual fault of the carrier;
- (3) Force majeure and perils, dangers and accidents of the sea or other navigable waters;
- (4) War or armed conflict;
- (5) Act of the government or competent authorities, quarantine restrictions or seizure under legal process;
- (6) Strikes, stoppages or restraint of labour;
- (7) Saving or attempting to save life or property at sea ;

配備船員、裝備船舶和配備供應品，並使貨艙、冷藏艙、冷氣艙和其他載貨處所適於並能安全收受、載運和保管貨物。

第四十八條

承運人應當妥善地、謹慎地裝載、搬移、積載、運輸、保管、照料和卸載所運貨物。

第四十九條

承運人應當按照約定的或者習慣的或者地理上的航線將貨物運往卸貨港。

船舶在海上為救助或者企圖救助人命或者財產而發生的繞航或者其他合理繞航，不屬於違反前款規定的行為。

第五十條

貨物未能在明確約定的時間內，在約定的卸貨港交付的，為遲延交付。

除依照本章規定承運人不負賠償責任的情形外，由于承運人的過失，致使貨物因遲延交付而滅失或者損壞的，承運人應當負賠償責任。

除依照本章規定承運人不負賠償責任的情形外，由于承運人的過失，致使貨物因遲延交付而遭受經濟損失的，即使貨物沒有滅失或者損壞，承運人仍然應當負賠償責任。

承運人未能在本條第一款規定的時間屆滿六十日內交付貨物，有權對貨物滅失提出賠償請求的人可以認為貨物已經滅失。

第五十一條

在責任期間貨物發生的滅失或者損壞是由于下列原因三造成的，承運人不負賠償責任

- 一. 船長、船員、引航員或者承運人的其他受雇人在駕駛船舶或者管理船舶中的過失，
- 二. 火災，但是由于承運人本人的過失所造成的除外；
- 三. 天災，海上或者其他可航水域的危險或者意外事故；
- 四. 戰爭或者武裝衝突；
- 五. 政府或者主管部門的行為、檢疫限制或者司法扣押；
- 六. 罷工、停工或者勞動受到限制；
- 七. 在海上救助或者企圖救助人命或者財產；

- (8) Act of the shipper , owner of the goods or their agents;
- (9) Nature or inherent vice of the goods;
- (10) Inadequacy of packing or insufficiency or illegibility of marks;
- (11) Latent defect of the ship not discoverable by due diligence;
- (12) Any other cause arising without the fault of the carrier or his servant or agent.

The carrier who is entitled to exoneration from the liability for compensation as provided for in the preceding paragraph shall, with the exception of the causes given in subparagraph (2) bear the burden of proof.

Article 52

The carrier shall not be liable for the loss of or damage to the live animals arising or resulting from the special risks inherent in the carriage thereof. However, the carrier shall be bound to prove that he has fulfilled the special requirements of the shipper with regard to the carriage of the live animals and that under the circumstances of the sea carriage, the loss or damage has occurred due to the special risks inherent therein.

Article 53

In case the carrier intends to ship the goods on deck, he shall come into an agreement with the shipper or comply with the custom of the trade or the relevant laws or administrative rules and regulations.

When the goods have been shipped on deck in accordance with the provisions of the preceding paragraph, the carrier shall not be liable for the loss of or damage to the goods caused by the special risks involved in such carriage.

If the carrier , in breach of the provisions of the first paragraph of this Article, has shipped the goods on deck and the goods have consequently suffered loss or damage, the carrier shall be liable therefor.

Article 54

Where loss or damage or delay in delivery has occurred from causes from which the carrier or his servant or agent is not entitled to exoneration from liability, together with another cause, the carrier shall be liable only to the extent that the loss, damage or delay in delivery is attributable to the causes from which the carrier is not entitled to exoneration from liability; however, the carrier shall bear the burden of proof with respect to the loss, damage or delay in delivery resulting from the other cause.

Article 55

The amount of indemnity for the loss of the goods shall be calculated on the basis of the actual value of the goods so lost, while that for the damage to the goods shall be calculated on the

八. 託運人、貨物所有人或者他們的代理人的行為；

九. 貨物的自然特性或者固有缺陷；

十. 貨物的包裝不良或者標誌欠缺、不清；

十一. 經謹慎處理仍未發現的船舶潛在缺陷；

十二. 非由于承運人或者承運人的受僱人、代理人的過失造成的其他原因。

承運人依照前款規定免除賠償責任的，除第二項規定的原因外，應當負舉証責任。

第五十二條

因運輸活動物的固有的特殊風險造成活動物滅失或者損害的，承運人不負賠償責任。但是，承運人應當證明業已履行託運人關於運輸活動物的特別要求，並證明根據實際情況，滅失或者損害是由于此種固有的特殊風險造成的。

第五十三條

承運人在艙面上裝載貨物，應當同託運人達成協議，或者符合航運慣例，或者符合有關法律、行政法規的規定。

承運人依照前款規定將貨物裝載在艙面上，對由于此種裝載的特殊風險造成的貨物滅失或者損壞，不負賠償責任。

承運人違反本條第一款規定將貨物裝載在艙面上，致使貨物遭受滅失或者損壞的，應當負賠償責任。

第五十四條

貨物的滅失、損壞或者遲延交付是由于承運人或者承運人的受僱人、代理人的不能免除賠償責任的原因和其他原因共同造成的，承運人僅在其不能免除賠償責任的範圍內負賠償責任；但是，承運人對其他原因造成的滅失、損壞或者遲延交付應當負舉証責任。

第五十五條

貨物滅失的賠償額，按照貨物實際價值計算；貨物損壞的賠償額，按照貨物受損前後實際價值的差額或者貨物的修復

basis of the difference between the values of the goods before and after the damage, or on the basis of the expenses for the repair.

The actual value shall be the value of the goods at the time of shipment plus insurance and freight.

From the actual value referred to in the preceding paragraph, deduction shall be made, at the time of compensation, of the expenses that had been reduced or avoided as a result of the loss or damage occurred.

Article 56

The carrier's liability for the loss of or damage to the goods shall be limited to an amount equivalent to 666.67 Units of Account per package or other shipping unit, or 2 Units of Account per kilogramme of the gross weight of the goods lost or damaged, whichever is the higher, except where the nature and value of the goods had been declared by the shipper before shipment and inserted in the bill of lading, or where a higher amount that the amount of limitation of liability set out in this Article had been agreed upon between the carrier and the shipper.

Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or other shipping units enumerated in the bill of lading as packed in such article of transport shall be deemed to be the number of packages or shipping units. If not so enumerated, the goods in such article of transport shall be deemed to be one package or one shipping unit.

Where the article of transport is not owned or furnished by the carrier, such article of transport shall be deemed to be one package or one shipping unit.

Article 57

The liability of the carrier for the economic losses resulting from delay in delivery of the goods shall be limited to an amount equivalent to the freight payable for the goods so delayed.

Where the loss of or damage to the goods has occurred concurrently with the delay in delivery thereof, the limitation of liability of the carrier shall be that as provided for in paragraph 1 of Article 56 of this Code.

Article 58

The defence and limitation of liability provided for in this Chapter shall apply to any legal action brought against the carrier with regard to the loss of or damage to or delay in delivery of the goods covered by the contract of carriage of goods by sea, whether the claimant is a party to the contract or whether the action is founded in contract or in tort.

The provisions of the preceding paragraph shall apply if the action referred to in the preceding paragraph is brought against the carrier's servant or agent, and the carrier's servant or agent proves that his act was within the scope of his employment on agency.

Article 59

費用計算。

貨物的實際價值，按照貨物裝船時的價值加保險費加運費計算。

前款規定的貨物實際價值，賠償時應當減去因貨物滅失或者損壞而少付或者免付的有關費用。

第五十六條

承運人對貨物的滅失或者損壞的賠償限額，按照貨物件數或者其他貨運單位數計算，每件或者每個其他貨運單位為666.67計算單位，或者按照貨物毛重計算，每公斤為2計算單位，以二者中賠償限額較高的為準。但是，託運人在貨物裝運前已經申報其性質和價值，并在提單中載明的，或者承運人與託運人已經另行約定高於本條規定的賠償限額的除外。

貨物用集裝箱（貨櫃）、貨盤（墊板）或者類似裝運器具集裝的，提單中載明裝在此類裝運器具中的貨物件數或者其他貨運單位數，視為前款所指的貨物件數或者其他貨運單位數；未載明的，每一裝運器具視為一件或者一個單位。

裝運器具不屬於承運人所有或者非由承運人提供的，裝運器具本身應當視為一件或者一個單位。

第五十七條

承運人對貨物因遲延交付造成經濟損失的賠償限額，為所遲延交付的貨物的運費數額。貨物的滅失或者損壞和遲延交付同時發生的，承運人的賠償責任限額適用本法第五十六條第一款規定的限額。

第五十八條

就海上貨物運輸合同所及的貨物滅失、損壞或者遲延交付對承運人提起的任何訴訟，不論海事請求人是否合同的一方，也不論是根據合同或者是根據侵權行為提起的，均適用本章關於承運人的抗辯理由和限制賠償責任的規定。

前款訴訟是對承運人的受僱人或者代理人提起的，經承運人的受僱人或者代理人證明，其行為是在受雇或者受委託的範圍之內的，適用前款規定。

第五十九條

The carrier shall not be entitled to the benefit of the limitation of liability provided for in Article 56 or 57 of this Code if it is proved that the loss, damage or delay in delivery of the goods resulted from an act or omission of the carrier 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.

The servant or agent of the carrier shall not be entitled to the benefit of limitation of liability provided for in article 56 or 57 of this Code, if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the servant or agent of the carrier 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.

Article 60

Where the performance of the carriage or part thereof has been entrusted to an actual carrier, the carrier shall nevertheless remain responsible for the entire carriage according to the provisions of this Chapter. The carrier shall be responsible, in relation to the carriage performed by the actual carrier, for the act or omission of the actual carrier and of his servant or agent acting within the scope of his employment or agency.

Notwithstanding the provisions of the preceding paragraph, where a contract of carriage by sea provides explicitly that a specified part of the carriage covered by the said contract is to be performed by a named actual carrier other than the carrier, the contract may nevertheless provide that the carrier shall not be liable for loss, damage or delay in delivery arising from an occurrence which takes place while the goods are in the charge of the actual carrier during such part of the carriage.

Article 61

The provisions with respect to the responsibility of the carrier contained in this Chapter shall be applicable to the actual carrier. Where an action is brought against the servant or agent of the actual carrier, the provisions contained in paragraph 2 of Article 58 and paragraph 2 of Article 59 of this Code shall apply.

Article 62

Any special agreement under which the carrier assumes obligations not provided for in this Chapter or waives rights conferred by this Chapter shall be binding upon the actual carrier when the actual carrier has agreed in writing to the contents thereof. The provisions of such special agreement shall be binding upon the carrier whether the actual carrier has agreed to the contents or not.

Article 63

Where both the carrier and the actual carrier are liable for compensation, they shall jointly and severally be liable within the scope of such liability.

經證明，貨物的滅失、損壞或者遲延交付是由于承運人的故意或者明知可能造成損失而輕率地作為或者不作為造成的，承運人不得援用本法第五十六條或者第五十七條限制賠償責任的規定。

經證明，貨物的滅失、損壞或者遲延交付是由于承運人的受僱人、代理人的故意或者明知可能造成損失而輕率地作為或者不作為造成的，承運人的受僱人或者代理人不得援用本法第五十六條或者第五十七條限制賠償責任的規定。

第六十條

承運人將貨物運輸或者部分運輸委託給實際承運人履行的。承運人仍然應當依照本章規定對全部運輸負責。對實際承運人承擔的運輸，承運人應當對實際承運人的行為或者實際承運的人的受僱人、代理人在受僱或者受委託的範圍內的行為負責。

雖有前款規定，在海上運輸合同中明確約定合同所包括的特定的部分運輸由承運人以外的指定的實際承運人履行的，合同可以同時約定，貨物在指定的實際承運人掌管期間發生的滅失、損壞或者遲延交付，承運人不負賠償責任。

第六十一條

本章對承運人責任的規定，適用於實際承運人。對實際承運人的受僱人、代理人提起訴訟的，適用本法第五十八條第二款和第五十九條第二款的規定。

第六十二條

承運人承擔本章未規定的義務或者放棄本章賦予的權利的任何特別協議，經實際承運人書面明確同意的，對實際承運人發生效力；實際承運人是否同意，不影響此項特別協議對承運人的效力。

第六十三條

承運人與實際承運人都負有賠償責任的，應當在此項責任範圍內負連帶責任。

Article 64

If claims for compensation have been separately made against the carrier, the actual carrier and their servants or agents with regard to the loss of or damage to the goods, the aggregate amount of compensation shall not be in excess of the limitation provided for in Article 56 of this Code.

Article 65

The provisions of Article 60 through 64 of this Code shall not affect the recourse between the carrier and the actual carrier.

Section 3 Shipper's Responsibilities

Article 66

The shipper shall have the goods properly packed and shall guarantee the accuracy of the description, mark, number of packages or pieces, weight or quantity of the goods at the time of shipment and shall indemnify the carrier against any loss resulting from inadequacy of packing or inaccuracies in the above-mentioned information.

The carrier's right to indemnification as provided for in the preceding paragraph shall not affect the obligation of the carrier under the contract of carriage of goods towards those other than the shipper.

Article 67

The shipper shall perform all necessary procedures at the port, customs, quarantine, inspection or other competent authorities with respect to the shipment of the goods and shall furnish to the carrier all relevant documents concerning the procedures the shipper has gone through. The shipper shall be liable for any damage to the interest of the carrier resulting from the inadequacy or inaccuracy or delay in delivery of such documents.

Article 68

At ice time of shipment of dangerous goods, the shipper shall, in compliance with the regulations governing the carriage of such goods, have them properly packed, distinctly marked and labeled and notify the carrier in writing of their proper description, nature and the precautions to be taken. In case the shipper fails to notify the carrier or notified him inaccurately, the carrier may have such goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation. The shipper shall be liable to the carrier for any loss, damage or expense resulting from such shipment.

Notwithstanding the carrier's knowledge of the nature of the dangerous goods and his consent to carry, he may still have such

第六十四條

就貨物的滅失或者損壞分別向承運人、實際承運人以及他們的受雇人、代理人提出賠償請求的，賠償總額不超過本法第五十六條規定的限額。

第六十五條

本法第六十條至六十四條的規定，不影響承運人和實際承運人之間相互追償。

第三節 託運人的責任

第六十六條

託運人託運貨物，應當妥善包裝，并向承運人保證，貨物裝船時所提供的貨物品名、標誌、包數或者件數、重量或者體積的正確性；由於包裝不良或者上述資料不正確，對承運人造成損失的，託運人應當負賠償責任。

承運人依照前款規定享有的受償權利，不影響其根據貨物運輸合同對託運人以外的人所承擔的責任。

第六十七條

託運人應當及時向港口、海關、檢疫、檢驗和其他主管機關辦理貨物運輸所需要的各項手續，並將已辦理各項手續的單證送交承運人；因辦理各項手續的有關單證送交不及時、不完備或者不正確，使承運人的利益受到損害的，託運人應當負賠償責任。

第六十八條

託運人託運危險貨物，應當依照有關海上危險貨物運輸的規定，妥善包裝，作出危險品標誌和標籤，並將其正式名稱和性質以及應當採取的預防危害措施書面通知承運人；託運人未通知或者通知有誤的，承運人可以在任何時間、任何地點根據情況需要將貨物卸下、銷毀或者使之不能為害，而不負賠償責任。託運人對承運人因運輸此類貨物所受到的損害，應當負賠償責任。

承運人知道危險貨物的性質並已同意裝運的，仍然可以在這項貨物對於船舶、

goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the ship, the crew and other persons on board or to other goods. However, the provisions of this paragraph shall not prejudice the contribution in general average, if any.

Article 69

The shipper shall pay the freight to the carrier as agreed.

The shipper and the carrier may agree on that the freight shall be paid by the consignee. However, such an agreement shall be noted in the transport documents.

Article 70

The shipper shall not be liable for the loss sustained by the carrier or the actual carrier, or for the damage sustained by the ship, unless such loss or damage was caused by the fault of the shipper, his servant or agent.

The servant or agent of the shipper shall not be liable for the loss sustained by the carrier or the actual carrier, or for the damage sustained by the ship unless the loss or damage was caused by the fault of the servant or agent of the shipper.

Section 4 Transport Documents

Article 71

A bill of lading is a document which serves as an evidence of the contract of carriage of goods by sea and the taking over or loading of the goods by the carrier, and based on which the carrier undertakes to deliver the goods against surrendering the same. A provision in the document stating that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.

Article 72

When the goods have been taken over by the carrier or have been loaded on board, the carrier shall, on demand of the shipper, issue to the shipper a bill of lading.

The bill of lading may be signed by a person authorized by the carrier. A bill of lading signed by the Master of the ship carrying the goods is deemed to have been signed on behalf of the carrier.

Article 73

A bill of lading shall contain the following particulars :

- (1) Description of the goods, mark, number of packages or pieces, weight or quantity, and a statement, if applicable, as to

人員或者其他貨物構成實際危險時，將貨物卸下、銷毀或者使之不能為害，而不負賠償責任。但是，本款規定不影響共同海損的分攤。

第六十九條

託運人應當按照約定向承運人支付運費。

託運人與承運人可以約定運費由收貨人支付；但是，此項約定應當在運輸單證中載明。

第七十條

託運人對承運人、實際承運人所遭受的損失或者船舶所遭受的損壞，不負賠償責任；但是，此種損失或者損壞是由于託運人或者託運人的受僱人、代理人的過失造成的除外。

託運人的受僱人、代理人對承運人、實際承運人所遭受的損失或者船舶所遭受的損壞，不負賠償責任；但是，這種損失或者損壞是由于託運人的受僱人、代理人的過失造成的除外。

第四節 運輸單證

第七十一條

提單，是指用以證明海上貨物運輸合同和貨物已經由承運人接收或者裝船，以及承運人保證據以交付貨物的單據。提單中載明的向記名人交付貨物，或者按照指示人的指示交付貨物，或者向提單持有人交付貨物的條款，構成承運人據以交付貨物的保證。

第七十二條

貨物由承運人接收或者裝船後，應託運人要求，承運人應當簽發提單。

提單可以由承運人授權的人簽發。提單由載貨船舶的船長簽發的，視為代表承運人簽發。

第七十三條

提單內容，包括下列各項：

- 一. 貨物的品名、標誌、包數或者件數、重量或者體積，以及運輸危險貨物時

- the dangerous nature of the goods;
- (2) Name and principal place of business of the carrier;
 - (3) Name of the ship;
 - (4) Name of the shipper;
 - (5) Name of the consignee;
 - (6) Port of loading and the date on which the goods were taken over by the carrier at the port of loading ;
 - (7) Port of discharge;
 - (8) Place where the goods were taken over and the place where the goods are to be delivered in case of a multimodal transport bill of lading;
 - (9) Date and place of issue of the bill of lading and the number of originals issued;
 - (10) Payment of freight ;
 - (11) Signature of the carrier or of a person acting on his behalf.

In a bill of lading, the lack of one or more particulars referred to in the preceding paragraph does not affect the function of the bill of lading as such , provided that it nevertheless meets the requirements set forth in Article 71 of this Code.

Article 74

If the carrier has issued, on demand of the shipper, a received-for-shipment bill of lading or other similar documents before the goods are loaded on board, the shipper may surrender the same to the carrier as against a shipped bill of lading when the goods have been loaded on board. The carrier may also note on the received-for-shipment bill of lading or other similar documents with the name of the carrying ship and the date of loading, and, when so noted, the received-for-shipment bill of lading or other similar documents shall be deemed to constitute a shipped bill of lading.

Article 75

If the bill of lading contains particulars concerning the description, mark, number of packages or pieces, weight or quantity of the goods with respect to which the carrier or the other person issuing the bill of lading on his behalf has the knowledge or reasonable grounds to suspect that such particulars do not accurately represent the goods actually received, or, where a shipped bill of lading is issued, loaded, or if he has had no reasonable means of checking, the carrier or such other person may make a note in the bill of lading specifying those inaccuracies, the grounds for suspicion or the lack of reasonable means of checking.

Article 76

If the carrier or the other person issuing the bill of lading on his behalf made no note in the bill of lading regarding the apparent order and condition of the goods, the goods shall be deemed to be in apparent good order and condition.

Article 77

- 對危險性質的說明；
- 二. 承運人的名稱和主營業所；
 - 三. 船舶名稱；
 - 四. 託運人的名稱；
 - 五. 收貨人的名稱；
 - 六. 裝貨港和在裝貨港接收貨物的日期；
 - 七. 卸貨港；
 - 八. 多式聯運提單增列接收貨物地點和交付貨物地點；
 - 九. 提單的簽發日期、地點和份數；
 - 十. 運費的支付；
 - 十一. 承運人或者其代表的簽字。
- 提單缺少前款規定的一項或者幾項的，不影響提單的性質；但是，提單應當符合本法第七十一條的規定。

第七十四條

貨物裝船前，承運人已經應託運人的要求簽發收貨待運提單或者其他單證退還承運人，以換取已裝船提單；承運人也可以在收貨待運提單上加註承運船舶的船名和裝船日期；加註後的收貨待運提單視為已裝船提單。

第七十五條

承運人或者代其簽發提單的人，知道或者有合理的根據懷疑提單記載的貨物的品名、標誌、包數或者件數、重量或者體積與實際接收的貨物不符，在簽發已裝船提單的情況下懷疑與已裝船的貨物不符，或者沒有適當方法核對提單記載的，可以在提單上批註，說明不符之處、懷疑的根據或者說明無法核對。

第七十六條

承運人或者代其簽發提單的人未在提單上批註貨物表面狀況的，視為貨物的表面狀況良好。

第七十七條

Except for the note made in accordance with the provisions of Article 75 of this Code, the bill of lading issued by the carrier or the other person acting on his behalf is prima facie evidence of the taking over or loading by the carrier of the goods as described therein. Proof to the contrary by the carrier shall not be admissible if the bill of lading has been transferred to a third party, including a consignee, who has acted in good faith in reliance on the description of the goods contained therein.

Article 78

The relationship between the carrier and the holder of the bill of lading with respect to their rights and obligations shall be defined by the clauses of the bill of lading. Neither the consignee nor the holder of the bill of lading shall be liable for the demurrage, dead freight and all other expenses in respect of loading occurred at the loading port unless the bill of lading clearly states that the aforesaid demurrage, dead freight and all other expenses shall be borne by the consignee and the holder of the bill of lading.

Article 79

The negotiability of a bill of lading shall be governed by the following provisions:

- (1) A straight bill of lading is not negotiable;
- (2) An order bill of lading may be negotiated with endorsement to order or endorsement in blank;
- (3) A bearer bill of lading is negotiable without endorsement.

Article 80

Where a carrier has issued a document other than a bill of lading as an evidence of the receipt of the goods to be carried, such a document is prima facie evidence of the conclusion of the contract of carriage of goods by sea and the taking over by the carrier of the goods as described therein.

Such documents issued by the carrier shall not be negotiable.

Section 5 Delivery of Goods

Article 81

Unless notice of loss or damage is given in writing by the consignee to the carrier at the time of delivery of the goods by the carrier to the consignee, such delivery shall be deemed to be prima facie evidence of the delivery of the goods by the carrier as described in the transport documents and of the apparent good order and condition of such goods.

Where the loss of or damage to the goods is not apparent, the provisions of the preceding paragraph shall apply if the consignee has not given the notice in writing within 7 consecutive days from the next day of the delivery of the goods, or, in the case of containerized goods, within 15 days from the next day of the

除依照本法第七十五條的規定作出保留外，承運人或者代其簽發提單的人簽發的提單，是承運人已經按照提單所載狀況收到貨物或者貨物已經裝船的初步證據，承運人善意受讓提單的包括收貨人在內的第三人提出的與提單所載狀況不同的證據，不予承認。

第七十八條

承運人同收貨人、提單持有人之間的權利、義務關係，依據提單的規定確定。

收貨人、提單持有人不承擔在裝貨港發生的滯期費、虧艙費和其他與裝貨有關的費用，但是提單中明確載明上述費用由收貨人、提單持有人承擔的除外。

第七十九條

提單的轉讓，依照下列規定執行：

- 一. 記名提單：不得轉讓；
- 二. 指示提單：經過記名背書或者空白背書轉讓；
- 三. 不記名提單：無需背書，即可轉讓。

第八十條

承運人簽發提單以外的單證用以證明收到待運貨物的，此項單證即為訂立海上貨物運送合同和承運人接收該單證中所列貨物的初步證據。

承運人簽發的此類單證不得轉讓。

第五節 貨物交付

第八十一條

承運人向收貨人交付貨物時，收貨人未將貨物滅失或者損壞的情況書面通知承運人的，此項交付視為承運人已經按照運輸單證的記載交付以及貨物狀況良好的初步證據。

貨物滅失或者損壞的情況非顯而易見的，在貨物交付的次日起連續的七日內，集裝箱貨物交付的次日連續十五日內，收貨人未提交書面通知的，適用前款規定。

delivery thereof.

The notice in writing regarding the loss or damage need not be given if the state of the goods has, at the time of delivery, been the subject of a joint survey or inspection by the carrier and the consignee.

貨物交付時，收貨人已經會同承運人對貨物進行聯合檢查或者檢驗的，無需就所查明的滅失或者損壞的情況提交書面通知。

Article 82

The carrier shall not be liable for compensation if no notice on the economic losses resulting from delay in delivery of the goods has been received from the consignee within 60 consecutive days from the next day on which the goods had been delivered by the carrier to the consignee.

第八十二條

承運人自向收貨人交付貨物的次日起連續六十日內，未收到收貨人就貨物因遲延交付造成經濟損失而提交的書面通知的，不負賠償責任。

Article 83

The consignee may, before taking delivery of the goods at the port of destination, and the carrier may, before delivering the goods at the port of destination, request the cargo inspection agency to have the goods inspected. The party requesting such inspection shall bear the cost thereof but is entitled to recover the same from the party causing any damage.

第八十三條

收貨人在目的港提取貨物前或者承運人在目的港交付貨物前，可以要求檢驗機構對貨物狀況進行檢驗；要求檢驗的一方應當支付檢驗費用，但是有權向貨物損失的責任方追償。

Article 84

The carrier and the consignee shall mutually provide reasonable facilities for the survey and inspection stipulated in Articles 81 and 83 of this Code.

第八十四條

承運人和收貨人對本法第八十一條和第八十三條規定的檢驗，應當相互提供合理的便利條件。

Article 85

Where the goods have been delivered by the actual carrier, the notice in writing given by the consignee to the actual carrier under Article 81 of this Code shall have the same effect as that given to the carrier, and that given to the carrier shall have the same effect as that given to the actual carrier.

第八十五條

貨物由實際承運人交付的，收貨人依照本法第八十一條的規定向實際承運人提交的書面通知，與向承運人提交書面通知具有同等效力，向承運人提交書面通知，與向實際承運人提交書面通知具有同等效力。

Article 86

If the goods were not taken delivery of at the port of discharge or if the consignee has delayed or refused the taking delivery of the goods, the Master may discharge the goods into warehouses or other appropriate places, and any expenses or risks arising therefrom shall be borne by the consignee.

第八十六條

在卸貨港無人提取貨物或者收貨人遲延、拒絕提取貨物的，船長可以將貨物卸在倉庫或者其他適當場所，由此產生的費用和風險由收貨人承擔。

Article 87

If the freight, contribution in general average, demurrage to be paid to the carrier and other necessary charges paid by the carrier on behalf of the owner of the goods as well as other charges to be paid to the carrier have not been paid in full, nor has appropriate security been given, the carrier may have a lien, to a reasonable extent, on

第八十七條

應當向承運人支付運費、共同海損分攤、滯期費和承運人為貨物墊付的必要費用以及應當向承運人支付的其他費用沒有付清，又沒有提供適當擔保的，承運人可以在合理的限度內留置其貨物。

the goods.

Article 88

If the goods under lien in accordance with the provisions of Article 87 of this Code have not been taken delivery of within 60 days from the next day of the ship's arrival at the port of discharge, the carrier may apply to the court for an order on selling the goods by auction where the goods are perishable or the expenses for keeping such goods would exceed their value, the carrier may apply for an earlier sale by auction.

The proceeds from the auction shall be used to pay off the expenses for the storage and auction sale of the goods, the freight and other related charges to be paid to the carrier. If the proceeds fall short of such expenses, the carrier is entitled to claim the difference from the shipper, whereas any amount in surplus shall be refunded to the shipper. If there is no way to make the refund and such surplus amount has not been claimed at the end of one complete year after the auction sale, it shall go to the State Treasury.

Section 6 Cancellation of Contract

Article 89

The shipper may request the cancellation of the contract of carriage of goods by sea before the ship sails from the port of loading. However, except as otherwise provided for in the contract, the shipper shall in this case pay half of the agreed amount of freight; if the goods have already been loaded on board, the shipper shall bear the expenses for the loading and discharge and other related charges.

Article 90

Either the carrier or the shipper may request the cancellation of the contract and neither shall be liable to the other if, due to force majeure or other causes not attributable to the fault of the carrier or the shipper, the contract could not be performed prior to the ship's sailing from its port of loading. If the freight has already been paid, it shall be refunded to the shipper, and, if the goods have already been loaded on board, the loading/discharge expenses shall be borne by the shipper. If a bill of lading has already been issued, it shall be returned by the shipper to the carrier.

Article 91

If, due to force majeure or any other causes not attributable to the fault of the carrier or the shipper, the ship could not discharge its goods at the port of destination as provided for in the contract of carriage, unless the contract provides otherwise, the Master shall be entitled to discharge the goods at a safe port or place near the port of destination and the contract of carriage shall be deemed to have been fulfilled.

The Master shall, it deciding the discharge of the goods, inform the

第八十八條

承運人根據本法第八十七條規定留置的貨物，自船舶抵達卸貨港的次日起滿六十日提取的，承運人可以申請法院裁定拍賣，貨物易腐爛變質或者貨物的保管費用可能超過其價值的，可以申請提前拍賣。

拍賣所得價款，用于清償保管、拍賣貨物的費用和運費以及應當向承運人支付的其他有關費用，不足的金額，承運人有權向託運人追償，剩餘的金額，退還託運人；無法退還，自拍賣之日起滿一年無人領取的，上繳國庫。

第六節 合同的解除

第八十九條

船舶在裝貨港開航前，託運人可以要求解除合同。但是，除合同另有約定外，託運人應當向承運人支付約定運費的一半，貨物已經裝船的，并應當負擔裝貨、卸貨和其他與此有關的費用。

第九十條

船舶在裝貨港開航前，因不可抗力或者其他不能歸責於承運人和託運人的原因致使合同不能履行的，雙方均可以解除合同，并互不負責賠償責任。除合同另有約定外，運費已經支付的，承運人應當將運費退還給託運人；貨物已經裝船的，託運人應當承擔裝卸費用；已經簽發提單的，託運人應當將提單退還承運人。

第九十一條

因不可抗力或者其他不能歸責於承運人和託運人的原因致使船舶不能在合同約定的目的港卸貨的，除合同另有約定外，船長有權將貨物在目的港鄰近的安全港口或者地點卸載，視為已經履行合同。

船長決定將貨物卸載的，應當及時通知

shipper or the consignee concerned and shall take the interests of the shipper or the consignee into consideration.

託運人或者收貨人，并考慮託運人或者收貨人的利益。

Section 7 Special Provisions Regarding Voyage Charter Party

第七節 航次租船合同的特別規定

Article 92

第九十二條

A voyage charter party is a charter party under which the shipowner charters out and the charterer charters in the whole or part of the ship's space for the carriage by sea of the intended goods from one port to another and the charterer pays the agreed amount of freight.

航次租船合同，是指船舶出租人向承租人提供船舶或者船舶的部分艙位，裝運約定的貨物，從一港運至另一港，由承租人支付約定運費的合同。

Article 93

第九十三條

A voyage charter party shall mainly contain, inter alia, name of the shipowner, name of the charterer, name and nationality of the ship, its bale or grain capacity, description of the goods to be loaded, port of loading, port of destination, laydays, time for loading and discharge, payment of freight, demurrage, dispatch and other relevant matters.

航次租船合同的內容，主要包括出租人和承租人的名稱、船名、船籍、載貨重量、容積、貨名、裝貨港和目的港、受載期限、裝卸期限、運費、滯期費、速遣費以及其他有關事項。

Article 94

第九十四條

The provisions in Article 47 and Article 49 of this Code shall apply to the shipowner under voyage charter party.

本法第四十七條和第四十九條的規定，適用於航次租船合同的出租人。

The other provisions in this Chapter regarding the rights and obligations of the parties to the contract shall apply to the shipowner and the charterer under voyage charter only in the absence of relevant provisions or in the absence of provisions differing therefrom in the voyage charter.

本章其他有關合同當事人之間的權利、義務的規定，僅在航次租船合同沒有約定或者沒有不同約定時，適用於航次租船合同的出租人和承租人。

Article 95

第九十五條

Where the holder of the bill of lading is not the charterer in the case of a bill of lading issued under a voyage charter, the rights and obligations of the carrier and the holder of the bill of lading shall be governed by the clauses of the bill of lading.

對按照航次租船合同運輸的貨物簽發的提單，提單持有人不是承租人的，承運人與該提單持有人之間的權利、義務關係適用提單的約定。

However, if the clauses of the voyage charter party are incorporated into the bill of lading, the relevant clauses of the voyage charter party shall apply.

但是，提單中載明適用航次租船合同條款的，適用該航次租船合同的條款。

Article 96

第九十六條

The shipowner shall provide the intended ship. The intended ship may be substituted with the consent of the charterer. However, if the ship substituted does not meet the requirements of the charter party, the charterer may reject the ship or cancel the charter. Should any damage or loss occur to the charterer as a result of the shipowner's failure in providing the intended ship due to his fault, the shipowner shall be liable for compensation.

出租人應當提供約定的船舶；經承租人同意，可以更換船舶。但是，提供的船舶或者更換的船舶不符合合同約定的，承租人有權拒絕或者解除合同。因出租人過失未提供約定的船舶致使承租人遭受損失的，出租人應當負賠償責任。

Article 97

If the shipowner has failed to provide the ship within the laydays fixed in the charter, the charterer is entitled to cancel the charter party. However, if the shipowner had notified the charterer of the delay of the ship and the expected date of its arrival at the port of loading, the charterer shall notify the shipowner whether to cancel the charter within 48 hours of the receipt of the shipowner's notification.

Where the charterer has suffered losses as a result of the delay in providing the ship due to the fault of the shipowner, the shipowner shall be liable for compensation.

Article 98

Under a voyage charter, the time for loading and discharge and the way of calculation thereof, as well as the rate of demurrage that would incur after the expiration of the laytime and the rate of dispatch money to be paid as a result of the completion of loading or discharge ahead of schedule, shall be fixed by the shipowner and the charterer upon mutual agreement.

Article 99

The charterer may sublet the ship he chartered, but the rights and obligations under the head charter shall not be affected.

Article 100

The charterer shall provide the intended goods, but he may replace the goods with the consent of the shipowner. However, if the goods replaced is detrimental to the interests of the shipowner, the shipowner shall be entitled to reject such goods and cancel the charter.

Where the shipowner has suffered losses as a result of the failure of the charterer in providing the intended goods, the charterer shall be liable for compensation.

Article 101

The shipowner shall discharge the goods at the port of discharge specified in the charter party. Where the charter party contains a clause allowing the choice of the port of discharge by the charterer, the Master may choose one from among the agreed picked ports to discharge the goods, in case the charterer did not, as agreed in the charter, instruct in time as to the port chosen for discharging the goods. Where the charterer did not instruct in time as to the chosen port of discharge, as agreed in the charter, and the shipowner suffered losses thereby, the charterer shall be liable for compensation; where the charter has suffered losses as a result of the shipowner's arbitrary choice of a port to discharge the goods, in disregard of the provisions in the relevant charter, the shipowner shall be liable for compensation.

第九十七條

出租人在約定的受載期限內未能提供船舶的，承租人有權解除合同。但是，出租人將船舶延誤情況和船舶預期抵達裝貨港的日期通知承租人的，承租人應當自收到通知時起四十八小時內，將是否解除合同的決定通知出租人。

因出租人過失延誤提供船舶致使承租人遭受損失的，出租人應當負賠償責任。

第九十八條

航次租船合同的裝貨、卸貨期限及其計算辦法，超過裝貨、卸貨期限後的滯期費和提前完成裝貨、卸貨的速遣費，由雙方約定。

第九十九條

承租人可以將其租用的船舶轉租；轉租後，原合同的約定的權利和義務不受影響。

第一百條

承租人應當提供約定的貨物；經出租人同意，可以更換貨物。但是，更換的貨物對出租人不利的，出租人有權拒絕或者解除合同。

因未提供約定的貨物致使出租人遭受損失的，承租人應當負賠償責任。

第一百零一條

出租人應當在合同約定的卸貨港卸貨。合同訂有承租人選擇卸貨港條款的，在承租人未按照合同約定及時通知確定的卸貨港時，船長可以從約定的選卸港中自行選定一港卸貨。承租人未按照合同約定及時通知確定卸貨港，致使出租人遭受損失的，應當負賠償責任。出租人未按照合同約定，擅自選定港口卸貨致使承租人遭受損失的，應當負賠償責任。

Section 8 Special Provisions Regarding Multimodal Transport Contract

第八節多式聯運合同的特別規定

Article 102

第一百零二條

A multimodal transport contract as referred to in this Code means a contract under which the multimodal transport operator undertakes to transport the goods against the payment of freight for the entire transport, from the place where the goods were received in his charge to the destination and to deliver them to the consignee by two or more different modes of transport, one of which being sea carriage.

本法所稱多式聯運合同，是指多式聯運經營人以兩種以上的不同運輸方式，其中一種是海上運輸方式，負責將貨物從接收地運至目的地交付收貨人，並收取全程運費的合同。

The multimodal transport operator as referred to in the preceding paragraph means the person who has entered into a multimodal transport contract with the shipper either by himself or by another person acting on his behalf.

前款所稱多式聯運經營人，是指本人或者委託他人以本人名義與託運人訂立多式聯運合同的人。

Article 103

第一百零三條

The responsibility of the multimodal transport operator with respect to the goods under multimodal transport contract covers the period from the time he takes the goods in his charge to the time of their delivery.

多式聯運經營人對多式聯運貨物的責任期間，自接收貨物時起至交付貨物時止。

Article 104

第一百零四條

The multimodal transport operator shall be responsible for the performance of the multimodal transport contract or the procurement of the performance therefor, and shall be responsible for the entire transport.

多式聯運經營人負責履行或者組織履行多式聯運合同，並對全程運輸負責。

The multimodal transport operator may enter into separate contracts with the carriers of the different modes defining their responsibilities with regard to the different sections of the transport under the multimodal transport contracts. However, such separate contracts shall not affect the responsibility of the multimodal transport operator with respect to the entire transport.

多式聯運經營人與參加多式聯運的各區段承運人，可以就多式聯運合同的不同區段運輸，另以合同約定相互之間的責任。但是，此項合同不得影響多式聯運經營人對全程運輸所承擔的責任。

Article 105

第一百零五條

If loss of or damage to the goods has occurred in a certain section of the transport, the provisions of relevant laws and regulations governing that specific section of the multimodal transport shall be applicable to matters concerning the liability of the multimodal transport operator and the limitation thereof.

貨物的滅失或者損壞發生於多式聯運的某一運輸區段的，多式聯運經營人的賠償責任和責任限額，適用調整該區段運輸方式的有關法律規定。

Article 106

第一百零六條

If the section of transport in which the loss of or damage to the goods occurred could not be ascertained, the multimodal transport operator shall be liable for compensation in accordance with the stipulations regarding the carrier's liability and the limitation thereof as set out in this Chapter.

貨物滅失或者損壞發生的運輸區段不能確定的，多式聯運經營人應當依照本章關於承運人賠償責任和責任限額的規定負賠償責任。

Chapter V Contract of Carriage of Passengers by Sea

第五章 海上旅客運輸合同

Article 107

A contract of carriage of passengers by sea is a contract whereby the carrier undertakes to carry passengers and their luggage by sea from one port to another by ships suitable for that purpose against payment of fare by the passengers.

Article 108

For the purposes of this Chapter:

- (1) "Carrier" means the person by whom or in whose name a contract of carriage of passengers by sea has been entered into with the passengers;
- (2) "Actual carrier" means the person by whom the whole or part of the carriage of passengers has been performed as entrusted by the carrier, including those engaged in such carriage under a subcontract.
- (3) "Passenger" means a person carried under a contract of carriage of passengers by sea. With the consent of the carrier, a person supervising the carriage of goods aboard a ship covered by a contract of carriage of goods is regarded as a passenger.
- (4) "Luggage" means any article or vehicle shipped by the carrier under the contract of carriage of passengers by sea, with the exception of live animals.
- (5) "Cabin luggage" means the luggage which the passenger has in his cabin or is otherwise in his possession, custody or control.

Article 109

The provisions regarding the responsibilities of the carrier as contained in this Chapter shall be applicable to the actual carrier, and the provisions regarding the responsibilities of the servant or agent of the carrier as contained in this Chapter shall be applicable to the servant or agent of the actual carrier.

Article 110

The passage ticket serves as an evidence that a contract of carriage of passengers by sea has been entered into.

Article 111

The period of carriage for the carriage of passengers by sea commences from the time of embarkation of the passengers and terminates at the time of their disembarkation, including the period during which the passengers are transported by water from land to the ship or vice versa, if such cost of transport is included in the fare. However, the period of carriage does not include the time when the passengers are at a marine terminal or station or on a quay or in or on other port installations.

The period of carriage for the cabin luggage of the passengers shall be the same as that stipulated in the preceding paragraph. The

第一百零七條

海上旅客運輸合同，是指承運人以適合運送旅客的船舶經海路將旅客及其行李從一港運送至另一港，由旅客支付票款的合同。

第一百零八條

本章下列用語的含義。

- 一. 「承運人」，是指本人或者委託他人以本人名義與旅客訂立海上旅客運輸合同的人。
- 二. 「實際承運人」，是指接受承運人委託，從事旅客運送或者部分運送的人，包括接受轉委託從事此項運送的其他人。
- 三. 「旅客」，是指根據海上旅客運輸合同運送的人；經承運人同意，根據海上貨物運輸合同，隨船護送貨物的人，視為旅客。
- 四. 「行李」，是指根據海上旅客運輸合同由承運人載運的任何物品和車輛，但是活動物除外。
- 五. 「自帶行李」，是指旅客自行攜帶、保管或者放置在客艙中的行李。

第一百零九條

本章關於承運人責任的規定，適用於實際承運人。本章關於承運人的受僱人、代理人責任的規定，適用於實際承運人的受僱人、代理人。

第一百一十條

旅客客票是海上旅客運輸合同成立的憑証。

第一百一十一條

海上旅客運輸的運送期間，自旅客登船時起至旅客離船時止，客票票價含接送費用的，運送期間并包括承運人經水路將旅客從岸上接到船上和從船上送到岸上的時間，但是不包括旅客在港站內、碼頭上或者港口其他設施內的時間。

旅客的自帶行李，運送期間同前款規定。旅客自帶行李以外的其他行李，運

period of carriage for luggage other than the cabin luggage commences from the time when the carrier or his servant or agent receives it into his charge and terminates at the time when the carrier or his servant or agent redelivers it to the passengers.

Article 112

A passenger traveling without a ticket or taking a higher class berth or going beyond the distance paid for shall pay for the fare or the excess fare as required by relevant regulations, and the carrier may, according to the relevant regulations, charge additional fare. Should any passenger refuse to pay, the Master is entitled to order him to disembark at a suitable place and the carrier has the right of recourse against him.

Article 113

No passenger may take on board or pack in their luggage contraband goods or any article of an inflammable, explosive, poisonous, corrosive or radioactive nature or other dangerous goods that would endanger the safety of life and property on board.

The carrier may have the contraband or dangerous goods brought on board by the passenger or packed in his luggage in breach of the provisions of the preceding paragraph discharged, destroyed or rendered innocuous at any time and at any place or sent over to the appropriate authorities, without being liable for compensation.

The passenger shall be liable for compensation if any loss or damage occurs as a result of his breach of the provisions of paragraph 1 of this Article.

Article 114

During the period of carriage of the passengers and their luggage as provided for in Article 111 of this Code, the carrier shall be liable for any casualties of the passengers or any loss of or damage to their luggage resulting from accidents caused by the fault of the carrier or his servant or agent committed within the scope of his employment or agency.

The claimant shall bear the burden of proof regarding the fault of the carrier or his servant or agent, with the exception, however, of the circumstances specified in paragraphs 3 and 4 of this Article.

If casualties of the passengers' or loss of or damage to the passengers' cabin luggage occurred as a result of shipwreck, collision, stranding, explosion, fire or the defect of the ship, unless proof to the contrary has been given by the carrier or his servant or agent, it shall be presumed that the same has committed a fault.

As to any loss of or damage to the luggage other than the passenger's cabin luggage, unless the carrier or his servant or agent proves to the contrary, it shall be presumed that the same has committed a fault, no matter how the loss or damage was caused.

Article 115

If it is proved by the carrier that the death of or personal injury to

送期間自旅客將行李交付承運人或者承運人的受僱人、代理人時起至承運人或者承運人的受僱人、代理人交還旅客時止。

第一百一十二條

旅客無票乘船、越級乘船或者超程乘船，應當按照規定補足票款，承運人可以按照規定加收票款；拒不交付的，船長有權在適當地點令其離船，承運人有權向其追償。

第一百一十三條

旅客不得隨身攜帶或者在行李中夾帶違禁品或者易燃、易爆、有毒、有腐蝕性、有放射性以及有可能危及船上人身和財產安全的其他危險品。

承運人可以在任何時間、任何地點將旅客違反前款規定隨身攜帶或者在行李中夾帶的違禁品、危險品卸下、銷毀或者使之不能為害，或者送交有關部門，而不負賠償責任。

旅客違反本條第一款規定，造成損害的，應當負賠償責任。

第一百一十四條

在本法第一百一十一條規定的旅客及其行李的運送期間，因承運人或者承運人的受僱人、代理人在受僱或者受委託的範圍內的過失引起事故，造成旅客人身傷亡或者行李滅失、損壞的，承運人應當負賠償責任。

請求人對承運人或者承運人的受僱人、代理人的過失，應當負舉證責任；但是，本條第三款和第四款規定的情形除外。旅客的人身傷亡或者自帶行李的滅失、損壞，是由于船舶的沉沒、碰撞、擱淺、爆炸、火災所引起或者是由于船舶的缺陷所引起的，承運人或者承運人的受僱人、代理人除非提出反証，應當視為其有過失。

旅客自帶行李以外的其他行李的滅失或者損壞，不論由于何種事故所引起，承運人或者承運人的受僱人、代理人除非提出反証，應當視為其有過失。

第一百一十五條

經承運人證明，旅客的人身傷亡或者行

the passenger or the loss of or damage to his luggage was caused by the fault of the passenger himself or the faults of the carrier and the passenger combined, the carrier's liability may be exonerated or appropriately mitigated.

If it is proved by the carrier that the death of or personal injury to the passenger or the loss of or damage to the passenger's luggage was intentionally caused by the passenger himself, or the death or personal injury was due to the health condition of his, the carrier shall not be liable therefor.

Article 116

The carrier shall not be liable for any loss of or damage to the monies, gold, silver, jewellery, negotiable securities or other valuables of the passengers.

If the passenger has entrusted the above-mentioned valuables to the safe-keeping of the carrier under an agreement for that purpose, the carrier shall be liable for compensation in accordance with the provisions of Article 117 of this Code. Where the limitation of liability agreed upon between the carrier and the passenger in writing is higher than that set out in Article 117 of this Code, the carrier shall make the compensation in accordance with the higher amount.

Article 117

Except the circumstances specified in paragraph 4 of this Article, the limitation of liability of the carrier under each carriage of passengers by sea shall be governed by the following:

- (1) For death of or personal injury to the passenger: not exceeding 46,666 Units of Account per passenger;
- (2) For loss of or damage to the passengers' cabin luggage: not exceeding 833 Units of Account per passenger;
- (3) For loss of or damage to the passengers' vehicles including the luggage carried therein: not exceeding 3,333 Units of Account per vehicle;
- (4) For loss of or damage to luggage other than those described in sub-paragraphs (2) and (3) above: not exceeding 1,200 Units of Account per passenger;

An agreement may be reached between the carrier and the passengers with respect to the deductibles applicable to the compensation for loss of or damage to the passengers' vehicles and luggage other than their vehicles. However, the deductible with respect to the loss of or damage to the passengers' vehicles shall not exceed 117 Units of Account per vehicle, whereas the deductible for the loss of or damage to the luggage other than the vehicle shall not exceed 13 Units of Account per piece of luggage per passenger. In calculating the amount of compensation for the loss of or damage to the passenger's vehicle or the luggage other than the vehicle, deduction shall be made of the agreed deductibles the carrier is entitled to.

A higher limitation of liability than that set out in subparagraph (1) above may be agreed upon between the carrier and the passenger in writing.

The limitation of liability of the carrier with respect to the carriage of passengers by sea between the ports of the People's Republic of China shall be fixed by the competent authorities of transport and

李的滅失、損壞，是由于旅客本人的過失或者旅客和承運人的共同過失造成的，可以免除或者相應減輕承運人的賠償責任。

經承運人證明，旅客的人身傷亡或者行李的滅失、損壞，是由于旅客本人的故意造成的，或者旅客的人身傷亡是由于旅客本人健康狀況造成的，承運人不負賠償責任。

第一百一十六條

承運人對旅客的貨幣、金銀、珠寶、有價證券或者其他貴重物品所發生的滅失、損壞，不負賠償責任。

旅客與承運人約定將前款規定的物品交由承運人保管的，承運人應當依照本法第一百一十七條規定負賠償責任；雙方以書面約定的賠償限額高於本法第一百一十七條規定的，承運人應當按照約定的數額負賠償責任。

第一百一十七條

除本條第四款規定的情形外，承運人在每次海上旅客運輸中的賠償責任限額，依照下列規定執行：

- 一. 旅客人身傷亡的，每名旅客不超過 46666 計算單位；
- 二. 旅客自帶行李滅失或者損壞的，每名旅客不超過 833 計算單位；
- 三. 旅客車輛包括該車輛所載行李滅失或者損壞的，每一車輛不超過 3333 計算單位；
- 四. 本款第二、三項以外的旅客其他行李滅失或者損壞的，每名旅客不超過 1200 計算單位。

承運人和旅客可以約定，承運人對旅客車輛和旅客車輛以外的其他行李損失的免賠額。但是，對每一車輛損失的免賠額不得超過 117 計算單位，對每名旅客的車輛以外的其他行李損失的免賠額不得超過 13 計算單位。在計算每一車輛或者每名旅客的車輛以外的其他行李的損失賠償數額時，應當扣除約定的承運人免賠額。

承運人和旅客可以書面約定高於本條第一款規定的賠償責任限額。

中華人民共和國港口之間的海上旅客運輸，承運人的賠償責任限額，由國務院交通主管部門制定，報國務院批准後施

communications under the State Council and implemented after its being submitted to and approved by the State Council. 行。

Article 118

If it is proved that the death of or personal injury to the passenger or the loss of or damage to the passenger's luggage resulted from a reckless act or omission of the carrier done of intent or with knowledge that such death or personal injury or such loss or damage would probably result, the carrier shall not invoke the provisions regarding the limitation of liability contained in Articles 116 and 117 of this Code.

If it is proved that the death of or personal injury to the passenger or the loss of or damage to the passenger's luggage resulted from a reckless act or omission of the servant or agent of the carrier done of intent or with knowledge that such death or personal injury or such loss or damage would probably result, the servant or agent of the carrier shall not invoke the provisions regarding the limitation of liability contained in Articles 116 and 117 of this Code.

Article 119

In case of apparent damage to the luggage, the passenger shall notify the carrier or his servant or agent in writing according to the following :

- (1) Notice with respect to cabin luggage shall be made before or at the time of his embarkation;
- (2) Notice regarding luggage other than cabin luggage shall be made before or at the time of redelivery thereof.

If the damage to the luggage is not apparent and it is difficult for the passenger to discover such damage at the time of his disembarkation or of the redelivery of the luggage, or if the luggage has been lost, the passenger shall notify the carrier or his servant or agent in writing within 15 days from the next day of disembarkation of the passenger or of the redelivery of the luggage.

If the passenger fails to send in the notice in writing in time in accordance with the provisions of sub-paragraphs (1) and (2) of this Article , it shall be presumed that the luggage has been received undamaged, unless proof to the contrary is made.

Where the luggage has been jointly surveyed or inspected by the passenger and the carrier at the time of redelivery thereof, the above-mentioned notice need not be given.

Article 120

With regard to the claims made to the carrier's servant or agent, such servant or agent shall be entitled to invoke the provisions regarding defence and limitation of liability contained in Articles 115, 116 and 117 of this Code if such servant or agent proves that his act or omission was within the scope of his employment or agency.

Article 121

Where the performance of the carriage of passengers or part thereof

第一百一十八條

經證明，旅客的人身傷亡或者行李的滅失、損壞，是由于承運人的故意或者明知可能造成損害而輕率地作為或者不作為造成的，承運人不得援用本法第一百一十六條和第一百一十七條限制賠償責任的規定。

經證明，旅客的人身傷亡或者行李的滅失、損壞，是由於承運人的受僱人、代理人的故意或者明知可能造成損害而輕率地作為或者不作為造成的，承運人的受僱人、代理人不得援用本法第一百一十六條和第一百一十七條限制賠償責任的規定。

第一百一十九條

行李發生明顯損壞的，旅客應當依照下列規定向承運人或者承運人的受僱人、代理人提交書面通知：

- 一. 自帶行李，應當在旅客離船前或者離船時提交；
- 二. 其他行李，應當在行李交還前或者交還時提交。

行李的損壞不明顯，旅客在離船時或者行李交還時難以發現的，以及行李發生滅失的，旅客應當在離船或者行李交還或者應當交還之日起十五日內，向承運人或者承運人的受僱人、代理人提交書面通知。

旅客未依照本條第一、二款規定及時提交書面通知的，除非提出反証，視為已經完整無損地收到行李。

行李交還時，旅客已經會同承運人對行李進行聯合檢查或者檢驗的，無需提交書面通知。

第一百二十條

向承運人的受僱人、代理人提出的賠償請求，受僱人或者代理人證明其行為是在受僱或者受委託的範圍內的，有權援用本法第一百一十五條、第一百一十六條和第一百一十七條的抗辯理由和賠償責任限制的規定。

第一百二十一條

承運人將旅客運送或者部分運送委託給

has been entrusted by the carrier to an actual carrier, the carrier shall, as stipulated in this Chapter, remain liable for the entire carriage. Where the carriage is performed by the actual carrier, the carrier shall be liable for the act or omission of the actual carrier or the act or omission within the scope of his employment or agency of his servant or agent.

Article 122

Any special agreement under which the carrier assumes obligations not provided for in this Chapter or waives the rights conferred by this Chapter shall be binding upon the actual carrier where the actual carrier has expressly agreed in writing to the contents thereof. Such a special agreement shall be binding upon the carrier whether the actual carrier has agreed to its contents or not.

Article 123

Where both the carrier and the actual carrier are liable for compensation, they shall be liable jointly and severally within the scope of such liability.

Article 124

Where separate claims have been brought against the carrier, the actual carrier and their servants or agents with respect to the death of or personal injury to the passengers or the loss of or damage to their luggage, the aggregate amount of compensation shall not be in excess of the limitation prescribed in Article 117 of this Code.

Article 125

The provisions of Article 121 through 124 of this cede shall not affect the right of recourse between the carrier and the actual carrier.

Article 126

Any of the following clauses contained in a contract of carriage of passengers by sea shall be null and void

- (1) Any clause that exonerates the statutory responsibility of the carrier in respect of the passenger;
- (2) Any clause that reduces the limitation of liability of the carrier as contained in this Chapter;
- (3) Any clause that contains provisions contrary to those of this Chapter concerning burden of proof;
- (4) Any clause that restricts the right of claim of the passenger.

The nullity and voidness of the clauses set out in the preceding paragraph shall not prejudice the validity of the other clauses of the contract.

Chapter VI Charter Parties

實際承運人履行的，仍然應當依照本章規定，對全程運送負責。實際承運人履行運送的，承運人應當對實際承運人的行為或者實際承運人的受雇人、代理人在受雇或者受委託的範圍內的行為負責。

第一百二十二條

承運人承擔本章未規定的義務或者放棄本章賦予的權利的任何特別協議，經實際承運人書面明確同意的，對實際承運人發生效力；實際承運人是否同意，不影響此項特別協議對承運人的效力。

第一百二十三條

承運人與實際承運人均負有賠償責任的，應當在此項責任限度內負連帶責任。

第一百二十四條

就旅客的人身傷亡或者行李的滅失、損壞，分別向承運人、實際承運人以及他們的受雇人、代理人提出賠償請求的，賠償總額不得超過本法第一百二十七條規定的限額。

第一百二十五條

本法第一百二十一條至第一百二十四條的規定，不影響承運人和實際承運人之間相互追償。

第一百二十六條

海上旅客運輸合同中含有下列內容之一的條款無效：

- 一. 免除承運人對旅客應當承擔的法定責任；
 - 二. 降低本章規定的承運人責任限額；
 - 三. 對本章規定的舉証責任作出相反的約定；
 - 四. 限制旅客提出賠償請求的權利。
- 前款規定的合同條款的無效，不影響合同其他條款的效力。

第六章 船舶租用合同

Section 1 Basic Principles

Article 127

The provisions concerning the rights and obligations of the shipowner and the charterer in this Chapter shall apply only when there are or no stipulations or no different stipulations in this regard in the charter party.

Article 128

Charter parties including time charter parties and bareboat charter parties shall be concluded in writing.

Section 2 Time Charter Party

Article 129

A time charter party is a contract under which the shipowner provides a designated manned ship to the charterer, and the charterer employs the ship during the contractual period for the agreed service against payment of hire.

Article 130

A time charter party mainly contains the name of the shipowner, the name of the charterer; the name, nationality, class, tonnage, capacity, speed and fuel consumption of the ship; the trading area; the agreed service, the contractual period, the time, place and conditions of delivery and redelivery of the ship; the hire and the way of its payment and other relevant matters.

Article 131

The shipowner shall deliver the ship within the time agreed upon in the charter party.

Where the shipowner acts against the provisions of the preceding paragraph, the charterer is entitled to cancel the charter. However, if the shipowner has notified the charterer of the anticipated delay in delivery and has given an estimated time or arrival of the ship at the port of delivery, the charterer shall notify the shipowner, within 48 hours of the receipt of such notice from the shipowner, of his decision whether to cancel the charter or not.

The shipowner shall be liable for the charterer's loss resulting from the delayed delivery of the ship due to the shipowner's fault.

Article 132

At the time of delivery, the shipowner shall exercise due diligence to make the ship seaworthy. The ship delivered shall be fit for the intended service.

Where the shipowner acts against the provisions in the preceding

第一節 一般規定

第一百二十七條

本章關於出租人和承租人之間權利、義務的規定，僅在船舶租用合同沒有約定或者沒有不同約定時適用。

第一百二十八條

船舶租用合同，包括定期租船合同和光船租賃合同，均應當書面訂立。

第二節 定期租船合同

第一百二十九條

定期租船合同，是指船舶出租人向承租人提供約定的由出租人配備船員的船舶，由承租人在約定的期間內按照約定的用途使用，並支付租金的合同。

第一百三十條

定期租船合同的內容，主要包括出租人和承租人的名稱、船名、船籍、船級、噸位、容積、船速、燃料消耗、航區、用途、租船期間、交船和還船的時間和地點以及條件、租金及其支付，以及其他有關事項。

第一百三十一條

出租人應當按照合同約定的時間交付船舶。

出租人違反前款規定的，承租人有權解除合同。出租人將船舶延誤情況和船舶預期抵達交船港的日期通知承租人的，承租人應當自接到通知時起四十八小時內，將解除合同或者繼續租用船舶的決定通知出租人。

因出租人過失延誤提供船舶致使承租人遭受損失的，出租人應當負賠償責任。

第一百三十二條

出租人交付船舶時，應當做到謹慎處理，使船舶適航。交付的船舶應當適於約定的用途。

出租人違反前款規定的，承租人有權解

paragraph, the charterer shall be entitled to cancel the charter and claim any losses resulting therefrom.

除合同，並有權要求賠償因此遭受的損失。

Article 133

第一百三十三條

During the charter period, if the ship is found at variance with the seaworthiness or the other conditions agreed upon in the charter, the shipowner shall take all reasonable measures to have them restored as soon as possible.

船舶在租期內不符合約定的適航狀態或者其他狀態，出租人應當採取可能採取的合理措施，使之盡快恢復。

Where the ship has not been operated normally for 24 consecutive hours due to its failure to maintain the seaworthiness or the other conditions as agreed upon, the charterer shall not pay the hire for the operating time so lost, unless such failure was caused by the charterer.

船舶不符合約定的適航狀態或者其他狀態而不能正常營運連續滿二十四小時的，對因此而損失的營運時間，承租人不付租金，但是上述狀態是由承租人造成的除外。

Article 134

第一百三十四條

The charterer shall guarantee that the ship shall be employed in the agreed maritime transport between the safe ports or places within the trading area agreed upon.

承租人應當保證船舶在約定航區內的安全港口或者地點之間從事約定的海上運輸。

If the charterer acts against the provisions of the preceding paragraph, the shipowner is entitled to cancel the charter and claim any losses resulting therefrom.

承租人違反前款規定的，出租人有權解除合同，並有權要求賠償因此遭受的損失。

Article 135

第一百三十五條

The charterer shall guarantee that the ship shall be employed to carry the lawful merchandise agreed.

承租人應當保證船舶用於運輸約定的合法的貨物。

Where the ship is employed by the charterer to carry live animals or dangerous goods, a prior consent of the shipowner is required.

承租人將船舶用於運輸活動物或者危險貨物的，應當事先徵得出租人的同意。

The charterer shall be liable for any loss of the shipowner resulting from the charterer's violation of the provisions of paragraph 1 or paragraph 2 of this Article.

承租人違反本條第一款或者第二款的規定致使出租人遭受損失的，應當負賠償責任。

Article 136

第一百三十六條

The charterer shall be entitled to give the Master instructions with respect to the operation of the ship. However, such instructions shall not be inconsistent with the stipulations of the time charter.

承租人有權就船舶的營運向船長發出指示，但是不得違反定期租船合同的約定。

Article 137

第一百三十七條

The charterer may sublet the ship under charter, but he shall notify the shipowner in time of the sublet. The rights and obligations agreed upon in the head charter shall not be affected by the sub-charter.

承租人可以將租用的船舶轉租，但是應當將轉租的情況及時通知出租人。租用的船舶轉租後，原租船合同約定的權利和義務不受影響。

Article 138

第一百三十八條

Where the ownership of the ship under charter has been transferred by the shipowner, the rights and obligations agreed upon under the original charter shall not be affected. However, the shipowner shall inform the charterer thereof in time. After such transfer, the

船舶所有人轉讓已經租出的船舶的所有權，定期租船合同約定的當事人的權利和義務不受影響，但是應當及時通知承租人。船舶所有權轉讓後，原租船合同

transferee and the charterer shall continue to perform the original charter. 由受讓人和承租人繼續履行。

Article 139

Should the ship be engaged in salvage operations during the charter period, the charterer shall be entitled to half of the amount of the payment for salvage operations after deducting therefrom the salvage expenses, compensation for damages the portion due to crew members and other relevant costs.

第一百三十九條

在合同期間，船舶進行海難救助的，承租人有權獲得扣除救助費用、損失賠償、船員應得部分以及其他費用後的救助款項的一半。

Article 140

The charterer shall pay the hire as agreed upon in the charter. Where the charter fails to pay the hire as agreed upon, the shipowner shall be entitled to cancel the charter party and claim any losses resulting therefrom.

第一百四十條

承租人應當按照合同約定支付租金。承租人未按照合同約定支付租金的，出租人有權解除合同，并要求賠償因此遭受的損失。

Article 141

In case the charter fails to pay the hire or other sums of money as agreed upon in the charter, the shipowner shall have a lien on the charterer's goods, other property on board and earnings from the sub-charter.

第一百四十一條

承租人未向出租人支付租金或者合同約定的其他款項的，出租人對船上屬於承租人的貨物和財產以及轉租船舶的收入有留置權。

Article 142

When the charterer redelivers the ship to the shipowner, the ship shall be in the same good order and condition as it was at the time of delivery, fair wear and tear excepted. Where, upon redelivery, the ship fails to remain in the same good order and condition as it was at the time of delivery, the charterer shall be responsible for rehabilitation or for compensation.

第一百四十二條

承租人向出租人交還船舶時，該船舶應當具有與出租人交船時相同的良好狀態，但是船舶本身的自然磨損除外。船舶未能保持與交船時相同的良好狀態的，承租人應當負責修復或者給予賠償。

Article 143

If, on the basis of a reasonable calculation, a ship may be able to complete its last voyage at around the time of redelivery specified in the charter and probably thereafter, the charterer is entitled to continue to use the ship in order to complete that voyage even if its time of redelivery will be overdue. During the extended period, the charterer shall pay the hire at the rate fixed by the charter, and, if the current market rate of hire is higher than that specified in the charter, the charterer shall pay the hire at the current market rate.

第一百四十三條

經合理計算，完成最後航次的日期約為合同約定的還船日期，但可能超過合同約定的還船日期的，承租人有權超期用船以完成該航次。超期期間，承租人應當按照合同約定的租金率支付租金；市場的租金率高于合同約定的租金率的，承租人應當按照市場租金率支付租金。

Section 3 Bareboat Charter Party

第三節 光船租賃合同

Article 144

A bareboat charter party is a charter party under which the shipowner provides the charterer with an unmanned ship which the charterer shall possess, employ and operate within an agreed period

第一百四十四條

光船租賃合同，是指船舶出租人向承租人提供不配備船員的船舶，在約定的期間內由承租人占有、使用和營運，并向

and for which the charterer shall pay the shipowner the hire.

出租人支付租金的合同。

Article 145

A bareboat charter party mainly contains the name of the shipowner and the name of the charterer; the name, nationality, class, tonnage and capacity of the ship the trading area, the employment of the ship and the charter period; the time, place and condition of delivery and redelivery; the survey, maintenance and repair of the ship; the hire and its payment the insurance of the ship; the time and condition for the termination of the charter and other relevant matters.

第一百四十五條

光船租賃合同的內容，主要包括出租人和承租人的名稱、船名、船籍、船級、噸位、容積、航區、用途、租船期間、交船和還船的時間和地點以及條件、船舶檢驗、船舶的保養維修、租金及其支付、船舶保險、合同解除的時間和條件，以及其他有關事項。

Article 146

The shipowner shall deliver the ship and its certificates to the charterer at the port or place and time as stipulated in the charter party. At the time of delivery, the shipowner shall exercise due diligence to make the ship seaworthy. The ship delivered shall be fit for the agreed service.

Where the shipowner acts against the provisions of the preceding paragraph, the charterer shall be entitled to cancel the charter and claim any losses resulting therefrom.

第一百四十六條

出租人應當在合同約定的港口或者地點，按照合同約定的時間，向承租人交付船舶以及船舶證書。交船時，出租人應當做到謹慎處理，使船舶適航。交付的船舶應當適於合同約定的用途。

出租人違反前款規定的，承租人有權解除合同，並有權要求賠償因此遭受的損失。

Article 147

The charter shall be responsible for the maintenance and repair of the ship during the bareboat charter period.

第一百四十七條

在光船租賃期間，承租人負責船舶的保養、維修。

Article 148

During the bareboat charter period, the ship shall be insured, at the value agreed upon in the charter and in the way consented to by the shipowner, by the charterer at his expense.

第一百四十八條

在光船租賃期間，承租人應當按照合同約定的船舶價值，以出租人同意的保險方式為船舶進行保險，並負擔保險費用。

Article 149

During the bareboat charter period, if the charterer's possession, employment or operation of the ship has affected the interests of the shipowner or caused any losses to the shipowner, the charterer shall be liable for eliminating the effects or compensating for the losses.

Should the ship be arrested due to any disputes over its ownership or debts owed by the shipowner, the shipowner shall guarantee that the interest of the charterer is not affected. The shipowner shall be liable for compensation for any losses suffered by the charterer thereby.

第一百四十九條

在光船租賃期間，因承租人對船舶占有、使用和營運的原因使出租人的利益受到影響或者遭受損失的，承租人應當負責消除影響或者賠償損失。

因船舶所有權爭議或者出租人所負的債務致使船舶被扣押的，出租人應當保證承租人的利益不受影響；致使承租人遭受損失的，出租人應當負賠償責任。

Article 150

During the bareboat charter period, the charterer, without the shipowners' consent in writing, shall not assign the rights and obligations stipulated in the charter or sublet the ship under bareboat charter.

第一百五十條

在光船租賃期間，未經出租人書面同意，承租人不得轉讓合同的權利和義務或者以光船租賃的方式將船舶進行轉租。

Article 151

The shipowner shall not establish any mortgage of the ship during the bareboat charter period without the prior consent in writing by the charterer.

Where the shipowner acts against the provisions of the preceding paragraph and thereby causes losses to the charterer, the shipowner shall be liable for compensation.

第一百五十一條

未經承租人事先書面同意，出租人不得在光船租賃期間對船舶設定抵押權。

出租人違反前款規定，致使承租人遭受損失的，應當負賠償責任。

Article 152

The charterer shall pay the hire as stipulated in the charter. In default of payment by the charterer for seven consecutive days or more after the time as agreed in the charter for such payment, the shipowner is entitled to cancel the charter without prejudice to any claim for the loss arising from the charterer's default.

Should the ship be lost or missing, payment of hire shall cease from the day when the ship was lost or last heard of. Any hire paid in advance shall be refunded in proportion.

第一百五十二條

承租人應當按照合同約定支付租金。承租人未按照合同約定的時間支付租金連續超過七日的，出租人有權解除合同，並有權要求賠償因此遭受的損失。

船舶發生滅失或者失蹤的，租金應當自船舶滅失或者得知其最後消息之日起停止支付，預付租金應當按比例退還。

Article 153

The provisions of Article 134, paragraph 1 of Article 135, Article 142 and Article 143 of this Code shall be applicable to bareboat charter parties.

第一百五十三條

本法第一百三十四條、第一百三十五條第一款、第一百四十二條和第一百四十三條的規定，適用於光船租賃合同。

Article 154

The ownership of a ship under bareboat charter containing a lease-purchase clause shall be transferred to the charterer when the charterer has paid off the lease-purchase price to the shipowner as stipulated in the charter.

第一百五十四條

訂有租購條款的光船租賃合同，承租人按照合同約定向出租人付清租購費時，船舶所有權即歸於承租人。

Charter VII Contract of Sea Towage

第七章 海上拖航合同

Article 155

A contract of sea towage is a contract whereby the tugowner undertakes to tow an object by sea with a tug from one place to another and the tow party pays the towage.

The provisions of this Chapter shall not be applicable to the towage service rendered to ships within the port area.

第一百五十五條

海上拖航合同，是指承拖方用拖輪將被拖物經海路從一地拖至另一地，而由被拖方支付拖航費的合同。

本章規定不適用於在港區內對船舶提供的拖輪服務。

Article 156

A contract of sea towage shall be made in writing. Its contents shall mainly include name and address of the tugowner, name and address of the tow party, name and main particulars of the tug and name and main particulars of the object to be towed, horse power of the tug, place of commencement of the towage and the destination,

第一百五十六條

海上拖航合同應當書面訂立。海上拖航合同的內容，主要包括承拖方和被拖方的名稱和住所、拖輪和被拖物的名稱和主要尺度、拖輪馬力、起拖地和目的地、起拖日期、拖航費及其支付方式，以及

the date of commencement of the towage, towage price and the way of payment thereof, as well as other relevant matters. 其他有關事項。

Article 157

The tugowner shall, before and at the beginning of the towage, exercise due diligence to make the tug seaworthy and towworthy and to properly man the tug and equip it with gears and tow lines and to provide all other necessary supplies and appliances for the intended voyage.

The tow party shall, before and at the beginning of the towage, make all necessary preparations therefor and shall exercise due diligence to make the object to be towed towworthy and shall give a true account of the object to be towed and provide the certificate of towworthiness and other documents issued by the relevant survey and inspection organizations.

Article 158

If before the commencement of the towage service, due to force majeure or other causes not attributable to the fault of either party, the towage contract could not be performed, either party may cancel the contract and neither shall be liable to the other.

In such event, the towage price that has already been paid shall be returned to the tow party by the tugowner, unless otherwise agreed upon in the towage contract.

Article 159

If after the commencement of the towage service, due to force majeure or other causes not attributable to the fault of either party, the towage contract could not be performed, either party may cancel the towage contract and neither shall be liable to the other.

Article 160

Where the object towed could not reach its destination due to force majeure or other causes not attributable to the fault of either party, unless the towage contract provides otherwise, the tugowner may deliver the object towed to the tow party or its agent at a place near the destination or at a safe port or an anchorage chosen by the Master of the tug, and the contract of towage shall be deemed to have been fulfilled.

Article 161

Where the tow party fails to pay the towage price or other reasonable expenses as agreed, the tugowner shall have a lien on the object towed.

Article 162

In the course of the sea towage, if the damage suffered by the

第一百五十七條

承拖方在起拖前和起拖當時，應當謹慎處理，使拖輪處於適航、適拖狀態，妥善配備船員，配置拖航索具和配備供應品以及該航次必備的其他裝置、設備。

被拖方在起拖前和起拖當時，應當做好被拖物的拖航準備，謹慎處理，使被拖物處於適拖狀態，并向承拖方如實說明被拖物的情況，提供有關檢驗機構簽發的被拖物適合拖航的證書和有關文件。

第一百五十八條

起拖前，因不可抗力或者其他不能歸責於雙方原因致使合同不能履行的，雙方均可以解除合同，並互不負賠償責任。除合同另有約定外，拖航費已經支付的，承拖方應退還給被拖方。

第一百五十九條

起拖後，因不可抗力或者其他不能歸責於雙方的原因致使合同不能繼續履行的，雙方均可以解除合同，並互不負賠償責任。

第一百六十條

因不可抗力或者其他不能歸責於雙方的原因致使被拖物不能拖至目的地的，除合同另有約定外，承拖方可以在目的地的鄰近地點或者拖輪船長選定的安全的港口或者錨泊地，將被拖物移交給被拖方或者其代理人，視為已經履行合同。

第一百六十一條

被拖方未按照約定支付拖航費和其他合理費用的，承拖方對被拖物有留置權。

第一百六十二條

在海上拖航過程中，承拖方或者被拖方

tugowner or the tow party was caused by the fault of one of the parties, the party in fault shall be liable for compensation. If the damage was caused by the faults of both parties, both parties shall be liable for compensation in proportion to the extent of their respective faults.

Notwithstanding the provisions of the preceding paragraph, the tugowner shall not be liable if he proves that the damage suffered by the tow party is due to one of the following causes:

- (1) Fault of the Master or other crew members of the tug or the pilot or other servants or agents of the tugowner in the navigation and management of the tug;
- (2) Fault of the tug in saving or attempting to save life or property at sea. The provisions of this Article shall only apply if and when there are no provisions or no different provisions in this regard in the sea towage contract.

Article 163

If death of or personal injury to a third party or damage to property thereof has occurred during the sea towage due to the fault of the tugowner or the tow party, the tugowner and the tow party shall be liable jointly and severally to that third party.

Except as otherwise provided for in the towage contract, the party that has jointly and severally paid a compensation in an amount exceeding the proportion for which it is liable shall have the right of recourse against the other party.

Article 164

Where a tugowner towing a barge owned or operated by him to transport goods by sea from one port to another, it shall be deemed as an act of carriage of goods by sea.

Chapter VIII Collision of Ships

Article 165

Collision of ships means an accident arising from the touching of ships at sea or in other navigable waters adjacent thereto.

Ships referred to in the preceding paragraph shall include those non-military or public service ships or craft that collide with the ships mentioned in Article 3 of this Code.

Article 166

After a collision, the Master of each of the ships in collision is bound, so far as he can do so without serious danger to his ship and persons on board to render assistance to the other ship and persons on board.

The Masters of each of the ships in collision is likewise bound so far as possible to make known to the other ship the name-of his ship, its port of registry, port of departure and port of destination.

遭受的損失，由一方的過失造成的，有過失的一方應當負賠償責任；由雙方過失造成的，各方按照過失程度的比例負賠償責任。

雖有前款規定，經承拖方證明，被拖方的損失是由于下列原因之一造成的，承拖方不負賠償責任：

- 一. 拖輪船長、船員、引航員或承拖方的其他受僱人、代理人駕駛拖輪或者管理拖輪中的過失；
- 二. 拖輪在海上救助或者企圖救助人命或者財產時的過失。

本條規定僅在海上拖航合同沒有約定或者沒有不同約定時適用。

第一百六十三條

在海上拖航過程中，由于承拖方或者被拖方的過失，造成第三人人身傷亡或者財產損失的，承拖方和被拖方對第三人負連帶賠償責任。

除合同另有約定外，一方連帶支付的賠償超過其應當承擔的比例的，對另一方有追償權。

第一百六十四條

拖輪所有人拖帶其所有的或者經營的駁船載運貨物，經海路由一港運至另一港的，視為海上貨物運輸。

第八章 船舶碰撞

第一百六十五條

船舶碰撞，是指船舶在海上或者與海相通的可航水域發生接觸造成損害的事故。

前款所稱船舶，包括與本法第三條所指船舶碰撞的任何其他非用于軍事的或者政府公務的船艇。

第一百六十六條

船舶發生碰撞，當事船舶的船長在不嚴重危及本船和船上人員安全的情況下，對於相碰的船舶和船上人員必須盡力施救。

碰撞船舶的船長應當盡可能將其船舶名稱、船籍港、出發港和目的港通知對方。

Article 167

Neither of the parties shall be liable to the other if the collision is caused by force majeure or other causes not attributable to the fault of either party or if the cause thereof is left in doubt.

Article 168

If the collision is caused by the fault of one of the ships, the one in fault shall be liable therefor.

Article 169

If the colliding ships are all in fault, each ship shall be liable in proportion to the extent of its faults; if the respective faults are equal in proportion or it is impossible to determine the extent of the proportion of the respective faults, the liability of the colliding ships shall be apportioned equally.

The ships in fault shall be liable for the damage to the ship, the goods and other property on board pursuant to the proportion prescribed in the preceding paragraph. where damage is caused to the property of a third party, the liability for compensation of any of the colliding ships shall not exceed the proportion it shall bear.

If the ships in fault have caused loss of life or personal injury to a third party, they shall be jointly and severally liable therefor. If a ship has paid an amount of compensation in excess of the proportion prescribed in paragraph 1 of this Article, it shall have the right of recourse against the other ship(s) in fault.

Article 170

Where a ship has caused damage to another ship, and person, goods or other property on board either ship, either by the execution or non-execution of a manoeuvre or by the non-observance of navigation regulations, even if no collision has actually occurred, the provisions of this Chapter shall apply.

Chapter IX Salvage at Sea

Article 171

The provisions of this Chapter shall apply to salvage operations rendered at sea or any other navigable waters adjacent thereto to ships and other property in distress.

Article 172

For the purposes of this Chapter:

(1) "Ship" means any ship referred to in Article 3 of this Code and any other non-military, public service ship or craft that has been

第一百六十七條

船舶發生碰撞，是由于不可抗力或者其他不能歸責於任何一方的原因或者無法查明的原因造成的，碰撞各方互相不負賠償責任。

第一百六十八條

船舶發生碰撞，是由于一船的過失造成的，由有過失的船舶負賠償責任。

第一百六十九條

船舶發生碰撞，碰撞的船舶互有過失的，各船按照過失程度的比例負賠償責任；過失程度相當或者過失程度的比例無法判定的，平均負賠償責任。

互有過失的船舶，對碰撞造成的船舶以及船上貨物和其他財產的損失，依照前款規定的比例負賠償責任。碰撞造成第三人財產損失的，各船的賠償責任均不超過其應當承擔的比例。

互有過失的船舶，對造成的第三人的人身傷亡，負連帶賠償責任。一船連帶支付的賠償超過本條第一款規定的比例的，有權向其他有過失的船舶追償。

第一百七十條

船舶因操縱不當或者不遵守航行規章，雖然實際上沒有同其他船舶發生碰撞，但是使其他船舶以及船上的人員、貨物或者其他財產遭受損失的，適用本章的規定。

第九章 海難救助

第一百七十一條

本章規定適用於在海上或者與海相通的可航水域，對遇險的船舶和其他財產進行的救助。

第一百七十二條

本章下列用語的含義：

一.“船舶”，是指本法第三條所稱的船舶和與其發生救助關係的任何其他非

- involved in a salvage operation therewith;
- (2) "Property" means any property not permanently and intentionally attached to the shoreline and includes freight at risk.
- (3) "Payment" means any reward, remuneration or compensation for salvage operations to be paid by the salvaged party to the salvor pursuant to the provisions of this Chapter.

Article 173

The provisions of this Chapter shall not apply to fixed or floating platforms or mobile offshore drilling units when such platforms or units are on location engaged in the exploration, exploitation or production of sea-bed mineral resources.

Article 174

Every Master is bound, so far as he can do so without serious danger to his ship and persons on board, to render assistance to any person in danger of being lost at sea.

Article 175

A contract for salvage operations at sea is concluded when an agreement has been reached between the salvor and the salvaged party regarding the salvage operations to be undertaken. The Master of the ship in distress shall have the authority to conclude a contract for salvage operations on behalf of the shipowner. The Master of the ship in distress or its owner shall have the authority to conclude a contract for salvage operations on behalf of the owner of the property on board.

Article 176

The salvage contract may be modified by a judgment of the court which has entertained the suit brought by either party, or modified by an award of the arbitration organization to which the dispute has been submitted for arbitration upon the agreement of the parties, under any of the following circumstances:

- (1) The contract has been entered into under undue influence or the influence of danger and its terms are obviously inequitable;
- (2) The payment under the contract is in an excessive degree too large or too small for the services actually rendered.

Article 177

During the salvage operation, the salvor shall owe a duty to the salvaged party to:

- (1) carry out the salvage operation with due care;
- (2) exercise due care to prevent or minimize the pollution damage to the environment;
- (3) seek the assistance of other salvors where reasonable necessary;
- (4) Accept the reasonable request of the salvaged party to seek the participation in the salvage operation of other salvors. However,

- 用于軍事的或者政府公務的船艇。
- 二."財產",是指非永久地和非有意地依附於岸線的任何財產,包括有風險的運費。
- 三."救助款項",是指依照本章規定,被救助方應當向救助方支付的任何救助報酬、酬金或者補償。

第一百七十三條

本章規定,不適用於海上已經就位的從事海底礦物資源的勘探、開發或者生產的固定式、浮動式平臺和移動式近海鑽井裝置。

第一百七十四條

船長在不嚴重危及本船和船上人員安全的情況下,有義務盡力救助海上人命。

第一百七十五條

救助方與被救助方就海難救助達成協議,救助合同成立。

遇險船舶的船長有權代表船舶所有人訂立救助合同。遇險船舶的船長或者船舶所有人有權代表船上財產所有人訂立救助合同。

第一百七十六條

有下列情形之一,經一方當事人起訴或者雙方當事人協議仲裁的,受理爭議的法院或者仲裁機構可以判決或者裁決變更救助合同:

- 一.合同不正當的或者危險情況的影響下訂立,合同條款顯失公平的;
- 二.根據合同支付的救助款項明顯過高或者過低於實際提供的救助服務的。

第一百七十七條

在救助作業過程中,救助方對被救助方負有下列義務:

- 一.以應有的謹慎進行救助;
- 二.以應有的謹慎防止或者減少環境污染損害;
- 三.在合理需要的情況下,尋求其他救助方援助;
- 四.當被救助方合理地要求其他救助方

if the request is not well-founded, the amount of payment due to the original salvor shall not be affected.

參與救助作業時，接受此種要求，但是要求不合理的，原救助方的救助報酬金額不受影響。

Article 178

During the salvage operation, the party salvaged is under an obligation to the salvor to:

- (1) cooperate fully with the salvor ;
- (2) exercise due care to prevent or minimize the pollution damage to the environment ;
- (3) promptly accept the request of the salvor to take delivery of the ship or property salvaged when such ship or property has been brought to a place of safety.

第一百七十八條

在救助作業過程中，被救助方對救助方負有下列義務：

- 一. 與救助方通力合作；
- 二. 以應有的謹慎防止或者減少環境污染損害；
- 三. 當獲救的船舶或者且而財產已經被送至安全地點時，及時接受救助方提出的合理的移交要求。

Article 179

Where the salvage operations rendered to the distressed ship and other property have had a useful result, the salvor shall be entitled to a reward. Except as otherwise provided for by Article 182 of this Code or by other laws or the salvage contract, the salvor shall not be entitled to the payment if the salvage operations have had no useful result.

第一百七十九條

救助方對遇險的船舶和其他財產的救助，取得效果的，有權獲得救助報酬；救助未取得效果的，除本法第一百八十二條或者其他法律另有規定或者合同另有約定外，無權獲得救助款項。

Article 180

The reward shall be fixed with a view to encouraging salvage operations, taking into full account the following criteria:

- (1) Value of the ship and other property salvaged ;
- (2) Skill and efforts of the salvors in preventing or minimizing the pollution damage to the environment ;
- (3) Measure of success obtained by the salvors;
- (4) Nature and extent of the danger;
- (5) Skill and efforts of the salvors in salvaging the ship, other property and life;
- (6) The time used and expenses and losses incurred by the salvors;
- (7) Risk of liability and other risks run by the salvors or their equipment;
- (8) Promptness of the salvage services rendered by the salvors;
- (9) Availability and use of ships or other equipment intended for salvage operations ;
- (10) State of readiness and efficiency of the salvor's equipment and the value thereof.

The reward shall not exceed the value of the ship and other property salvaged.

第一百八十條

確定救助報酬，應當體現對救助作業的鼓勵，並綜合考慮下列各項因素：

- 一. 船舶和其他財產的獲救的價值；
- 二. 救助方在防止或者減少環境污染損害方面的技能和努力；
- 三. 救助方的救助成效；
- 四. 危險的性質和程度；
- 五. 救助方在救助船舶、其他財產和人命方面的技能和努力；
- 六. 救助方所用的時間、支出的費用和遭受的損失；
- 七. 救助方或者救助設備所冒的責任風險和其他風險；
- 八. 救助方提供救助服務的及時性；
- 九. 用於救助作業船舶和其他設備的可用性和使用情況；
- 十. 救助設備的備用狀況效能和設備的價值。

救助報酬不得超過船舶和其他財產的獲救價值。

Article 181

The salvaged value of the ship and other property means the assessed value of the ship and other property salvaged or the proceeds of the sale thereof, after deduction of the relevant taxes and customs dues, quarantine expenses, inspection charges as well as expenses incurred in connection with the discharge, storage, assessment of the value and the sale thereof.

第一百八十一條

船舶和其他財產的獲救價值，是指船舶和其他財產獲救後的估計價值或者實際出賣的收入，扣除有關稅款和海關、檢疫、檢驗費用以及進行卸載、保管、估價、出賣而產生的費用後的價值。

The value prescribed in the preceding paragraph does not include the value of the salvaged personal belongings of the crew and that of the cabin luggage of the passengers.

前款規定的價值不包括船員的獲救的私人物品和旅客的獲救的自帶行李的價值。

Article 182

If the salvor has carried out the salvage operations in respect of a ship which by itself or its goods threatened pollution damage to the environment and has failed to earn a reward under Article 180 of this Code at least, equivalent to the special compensation assessable in accordance with this Article, he shall be entitled to special compensation, from the owner of that ship, equivalent to his expenses as herein defined.

If the salvor has carried out the salvage operations prescribed in the preceding paragraph and has prevented or minimized pollution damage to the environment, the special compensation payable by the owner to the salvor under paragraph I of this Article may be separately increased, and the increased amount may account for 30/00 of the expenses incurred by the salvor. The court which has entertained the suit or the arbitration organization may, if it deems necessary and takes into consideration the provisions of paragraph 1 of Article 180 of this Code, render a judgment or an award further increasing the amount of such special compensation, but in no event shall the total increase be more than 100/00 of the expenses incurred by the salvor.

The salvor's expenses referred to in this Article means the salvor's out-of-pocket expenses reasonably incurred in the salvage operation and the reasonable expenses for the equipment and personnel actually used in the salvage operation. In determining the salvor's expenses, the provisions of sub-paragraphs (8), (9) and (10) of paragraph 1 of Article 180 of this Code, shall be taken into consideration.

Under all circumstances, the total special compensation provided for in this Article shall be paid only if such compensation is greater than the reward recoverable by the salvor under Article 180 of this Code, and the amount to be paid shall be the difference between the special compensation and the reward.

If the salvor has been negligent and has thereby failed to prevent or minimize the pollution damage to the environment, the salvor may be totally or partly deprived of the right to the special compensation.

Nothing in this Article shall affect the right of recourse on the part of the shipowner against any other parties salvaged.

第一百八十二條

對構成環境污染損害危險的船舶或者船上貨物進行的救助，救助方依照本法第一百八十條規定獲得的救助報酬，少於依照本條規定可以得到的特別補償的，救助方有權依照本條規定，從船舶所有人處獲得相當於救助費用的特別補償。

救助方進行前款規定的救助作業，取得防止或者減少環境污染損害效果的，船舶所有人依照前款規定應當向救助方支付的特別補償可以另行增加，增加的數額可以達到救助費用的百分之三十。受理爭議的法院或者仲裁機構認為適當，並且考慮到本法第一百八十條第一款的規定，可以判決或者裁決進一步增加特別補償數額；但是，在任何情況下，增加部分不得超過救助費用的百分之一百。

本條所稱救助費用，是指救助方在救助作業中直接支付的合理費用以及實際使用救助設備、投入救助人員的合理費用。確定救助費用應當考慮本法第一百八十條第一款第八、九、十項的規定。

在任何情況下，本條規定的全部特別補償，只有在超過救助方依照本法第一百八十條規定能夠獲得的救助報酬時，方可支付，支付金額為特別補償超過救助報酬的差額部分。

由於救助方的過失未能防止或者減少環境污染損害的，可以全部或者部分地剝奪救助方獲得特別補償的權利。

本條規定不影響船舶所有人對其他被救助方的追償權。

Article 183

The salvage reward shall be paid by the owners of the salvaged ship and other property in accordance with the respective proportions which the salvaged values of the ship and other property bear to the total salvaged value.

第一百八十三條

救助報酬的金額，應當由獲救的船舶和其他財產的各所有人，按照船舶和其他各項財產各自的獲救價值占全部獲救價值的比例承擔。

Article 184

The distribution of salvage reward among the salvors taking part in the same salvage operation shall be made by agreement among such salvors on the basis of the criteria set out in Article 180 of this

第一百八十四條

參加同一救助作業的各救助方的救助報酬，應當根據本法第一百八十條規定的標準，由各方協商確定；協商不成的，

Code; failing such agreement, the matter may be brought before the court hearing the case of judgment, or, upon the agreement of the parties, submitted to the arbitration organization for an award.

可以提請受理爭議的法院判決或者經各方協議提請仲裁機構裁決。

Article 185

The salvors of human life may not demand any remuneration from those whose lives are saved. However, salvors of human life are entitled to a fair share of the payment awarded to the salvor for salvaging the ship or other property or for preventing or minimizing the pollution damage to the environment.

第一百八十五條

在救助作業中救助人命的救助方，對獲救人員不得請求酬金，但是有權從救助船舶或者其他財產、防止或者減少環境污染損害的救助方獲得的救助款項中，獲得合理的份額。

Article 186

The following salvage operations shall not be entitled to remuneration :

- (1) The salvage operation is carried out as a duty to normally perform a towage contract or other service contract, with the exception, however, of providing special services beyond the performance of the above said duty.
- (2) The salvage operation is carried out in spite of the express and reasonable prohibition on the part of the Master of the ship in distress, the owner of the ship in question and the owner of the other property.

第一百八十六條

下列救助行為無權獲得救助款項：

- 一. 正常履行拖航合同或者其他服務合同的義務進行救助的，但是提供不屬於履行上述義務的特殊勞務除外；
- 二. 不顧遇險的船舶的船長、船舶所有人或者其他財產所有人明確的和合理的拒絕，仍然進行救助的。

Article 187

Where the salvage operations have become necessary or more difficult due to the fault of the salvor or where the salvor has committed fraud or other dishonest conduct, the salvor shall be deprived of the whole or part of the payment payable to him.

第一百八十七條

由于救助方的過失致使救助作業成為必需或者更加困難的，或者救助方有欺詐或者其他不誠實行為的，應當取消或者減少向救助方支付的救助款項。

Article 188

After the completion of the salvage operation, the party salvaged shall, at the request of the salvor, provide satisfactory security for salvage reward and other charges.

Without prejudice to the provisions of the preceding paragraph, the owner of the ship saved shall, before the release of the goods, make best endeavours to cause the owners of the property salvaged to provide satisfactory security for the share of the payment that they ought to bear.

Without the consent of the salvor, the ship or other property salvaged shall not be removed from the port or place at which they first arrived after the completion of the salvage operation, until satisfactory security has been provided with respect to the ship or other; property salvaged, as demanded by the salvor.

第一百八十八條

被救助方在救助作業結束後，應當根據救助方的要求，對救助款項提供滿意的擔保。

在不影響前款規定的情況下，獲救船舶的船舶所有人應當在獲救的貨物交還前，盡力使貨物的所有人對其應當承擔的救助款項提供滿意的擔保。

在未根據救助人的要求對獲救的船舶或者其他財產提供滿意的擔保以前，未經救助方同意，不得將獲救的船舶和其他財產從救助作業完成後最初到達的港口或者地點移走。

Article 189

The court or the arbitration organization handling the salvor's claim for payment may, in light of the specific circumstances and under fair and just terms, decide or make an award ordering the party salvaged to pay on account an appropriate amount to the salvor.

第一百八十九條

受理救助款項請求的法院或者仲裁機構，根據具體情況，在合理的條件下，可以裁定或者裁決被救助方向救助方先行支付適當的金額。

On the basis of the payment on account made by the party salvaged in accordance with the provisions of the preceding paragraph, the security provided under Article 188 of this Code shall be reduced accordingly.

Article 190

If the party salvaged has neither made the payment nor provided satisfactory security for the ship and other property salvaged after 90 days of the salvage, the salvor may apply to the court for an order on forced sale by auction. With respect to the ship or the property salvaged that cannot be kept or cannot be properly kept, or the storage charge to be incurred may exceed its value, the salvor may apply for an earlier forced sale by auction.

The proceeds of the sale shall, after deduction of the expenses incurred for the storage and sale, be used for the payment in accordance with the provisions of this Code. The remainder, if any, shall be returned to the party salvaged, and, if there is no way to return the remainder or if the remainder has not been claimed after one year of the forced sale, the same shall go to the state treasury. In case of any deficiency, the salvor has the right of recourse against the party salvaged.

Article 191

The provisions of this Chapter shall apply to the salvor's right to the payment for the salvage operations carried out by and for the ships of the same owner.

Article 192

With respect to the salvage operations performed or controlled by the relevant competent authorities of the State, the salvors shall be entitled to avail themselves of the rights and remedies provided for in this Chapter in respect of salvage operations.

Chapter X General Average

Article 193

General average means the extraordinary sacrifice or expenditure intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the ship, goods or other property involved in a common maritime adventure.

Loss or damage sustained by the ship or goods through delay, whether on the voyage or subsequently, such as demurrage and loss of market as well as other indirect losses, shall not be admitted as general average.

Article 194

When a ship, after having been damaged in consequence of accident, sacrifice or other extraordinary circumstances, shall have

被救助方根據前款規定先行支付金額後，並根據本法第一百八十八條規定提供的擔保金額應當相應扣減。

第一百九十條

對於獲救滿九十日船舶和其他財產，如果被救助方不支付救助款項也不提供滿意的擔保，救助方可以申請法院裁定強制拍賣，對於無法保管、不易保管或者保管費用可能超過其價值的獲救的船舶和其他財產，可以申請提前拍賣。

拍賣所得價款，在扣除保管和拍賣過程中的一切費用後，依照本法規定支付救助款項；剩餘的金額，退還被救助方；無法退還、自拍賣之日起滿一年又無人認領的，上繳國庫；不足的金額，救助方有權向被救助方追償。

第一百九十一條

同一船舶所有人的船舶之間進行的救助，救助方獲得救助款項的權利適用本章規定。

第一百九十二條

國家有關主管機關從事或者控制的救助作業，救助方有權享受本章規定的關於救助作業的權利和補償。

第十章 共同海損

第一百九十三條

共同海損，是指在同一海上航程中，船舶、貨物和其他財產遭遇共同危險，為了共同安全，有意地合理地採取措施所直接造成的特殊犧牲、支付的特殊費用。無論在航程中或者在航程結束後發生的船舶或者貨物因遲延所造成的損失，包括船期損失和行市損失以及其他間接損失，均不得列入共同海損。

第一百九十四條

船舶因發生意外、犧牲或者其他特殊情況而損壞時，為了安全完成本航程，駛

outed a port or place of refuge or returned to its port or place of loading to effect repairs which are necessary for the safe prosecution of the voyage, then the port charges, the wages and maintenance of the crew incurred and the fuel and stores consumed during the extra period of detention in such port or place, as well as the loss or damages and charges arising from the discharge, storage, re-loading and handling of the goods, fuel, stores and other property on board in order to have the repairs done shall be allowed as general average.

Article 195

Any extra expense incurred in place of another expense which would have been allowed as general average shall be deemed to be general average and so allowed, but the amount of such expense incurred shall not be in excess of the general average expense avoided.

Article 196

The onus of proof shall be upon the party claiming in general average to show that the loss or expense claimed is properly allowable as general average.

Article 197

Rights to contribution in general average shall not be affected, though the event which gave rise to the sacrifice or expenditure may have been due to the fault of one of the parties to the adventure. However, this shall not prejudice any remedies or defences which may be open against or to that party in respect of such fault.

Article 198

The amounts of sacrifice of the ship, the goods and the freight shall be respectively determined as follows:

(1) The amount of sacrifice of the ship shall be calculated on the basis of the repair cost of the ship actually paid, from which any reasonable deduction in respect of "new for old" being made. Where the ship has not been repaired after the sacrifice, the reasonable depreciation arising from such damage or loss should be calculate, but not exceeding the estimated cost of repairs.

Where the ship has sustained is an actual total loss or when the cost of repairs would exceed the value of the ship after being repaired, the amount to be allowed as general average shall be the difference between the estimated sound value of the ship after deducting there-from estimated cost of repairing damage which is not general average and the value of the ship in her damaged state which may be measured by the net proceeds of sale, if any.

(2) The amount of a general average sacrifice to goods, where it lost, shall be computed on the bases of the C. I. F. value, less the freight which would have been incurred but for such sacrifice.

入避難港口、避難地點或者駛回裝貨港口、裝貨地點進行必要的修理，在該港口或者地點額外停留期間所支付的港口費，船員工資、給養，船舶所消耗的燃料、物料，為修理而卸載、儲存、重裝或者搬移船上貨物、燃料、物料以及其他財產所造成的損失、支付的費用，應當列入共同海損。

第一百九十五條

為代替可以列為共同海損的特殊費用而支付的額外費用，可以作為代替費用列入共同海損；但是，列入共同海損的代替費用的金額，不得超過被代替的共同海損的特殊費用。

第一百九十六條

提出共同海損分攤請求的一方應當負舉證責任，證明其損失應當列入共同海損。

第一百九十七條

引起共同海損特殊犧牲、特殊費用的事故，可能是由航程中一方的過失造成的，不影響該方要求分攤共同海損的權利；但是，非過失方或者過失方可以就此項過失提出賠償請求或是進行抗辯。

第一百九十八條

船舶、貨物和運費的共同海損犧牲的金額，依照下列規定確定：

一. 船舶共同海損犧牲的金額，按照實際支付的修理費，減除合理的以新換舊的扣減額計算。船舶尚未修理的，按照犧牲造成的合理貶值計算，但是不得超過估計的修理費。

船舶發生實際全損或者修理費用超過修復後的船舶價值的，共同海損犧牲金額按照該船舶在完好狀態下的估計價值，減除不屬於共同海損損壞的估計的修理費和該船舶受損後的價值的餘額計算。

二. 貨物共同海損犧牲的金額，貨物滅失的，按照貨物在裝船時的價值加保險費加運費，減除由于犧牲無需支付的

Where the cargo damaged and it is sold before the agreement made as to the extent of the damage, the amount shall be computed on the basis of the difference between the C. I. F. value and the net proceeds of sale.

- (3) The amount of a general average sacrifice for freight shall be computed on the basis of the freight lost owing to the sacrifice to the cargo, less the operating costs of the ship, which would have been incurred but for such sacrifice.

Article 199

General average shall be borne by the different contributing interests on the basis hereinafter provided.

The contributory value of the ship, cargo and freight shall be respectively computed on the following basis,

- (1) The contributory value of the ship shall be computed either in accordance with the value of the ship in sound condition at the time and place of the termination of the voyage, less the amount of loss or damage not allowable in general average, or in accordance with the actual net value of the ship at the time and place of the termination of the voyage, plus the amount allowable in general average.

- (2) The contributory value of the cargo shall be computed on the basis of the C. I. F. value, less the amount of loss or damage not allowable in general average and the freight at the risk of the carrier, and on the basis of the net proceeds of sale where the cargo was sold before it arrived at a destination, plus the amount of the general average sacrifice.

Passengers' luggage and personal effects shall not contribute to general average.

- (3) The contributory value of the freight shall be computed on the basis of the freight at the risk of the carrier and subsequently earned at the termination of the voyage, less the operating costs of the ship corresponding to the extent of the voyage still uncompleted at the time of the event giving rise to general average, plus the amount of the sacrifice allowable in general average.

Article 200

Undeclared or falsely declared cargo shall contribute, but extraordinary sacrifice incurred to such cargo, if any, shall not be admitted as general average.

Where the value of the goods has been improperly declared at a value below its actual value, the contribution to general average shall be made on the basis of their actual value and, where a general average sacrifice has occurred, the amount of sacrifice shall be calculated on the basis of the declared value.

Article 201

Interest shall be allowed on general average sacrifice and general average expenses paid on account. A commission shall be allowed for the general average expenses paid on account, except those for the wages and maintenance of the crew and fuel and store consumed.

運費計算。貨物損壞，在就損壞程度達成協議前售出的，按照貨物在裝船時的價值加保險費加運費，與出售貨物淨得的差額計算。

- 三. 運費共同海損犧牲的金額，按照貨物遭受犧牲造成的運費的損失金額，減除為取得這筆運費本應支付，但是由于犧牲無需支付的營運費用計算。

第一百九十九條

共同海損應當由受益方按照各自的分攤價值的比例分攤。

船舶、貨物和運費的共同海損分攤價值，分別依照下列規定確定：

- 一. 船舶共同海損分攤價值，按照船舶在航程終止時的完好價值，減除不屬於共同海損的損失金額計算，或者按照船舶在航程終止時的實際價值，加上共同海損犧牲的金額計算。

- 二. 貨物共同海損分攤價值，按照貨物在裝船時的價值加保險費加運費，減除不屬於共同海損的損失金額和承運人承擔風險的運費計算。貨物在抵達目的港以前售出的，按照出售淨得金額，加上共同海損犧牲的金額計算。旅客的行李和私人物品，不分攤共同海損。

- 三. 運費分攤價值，按照承運人承擔風險並於航程終止時有權收取的運費，減除為取得該項運費而在共同海損事故發生後，為完成本航程所支付的營運費用，加上共同海損犧牲的金額計算。

第二百條

未申報的貨物或者謊報的貨物，應當參加共同海損分攤；其遭受的特殊犧牲，不得列入共同海損。

不正當地以低於貨物實際價值作為申報價值的，按照實際價值分攤共同海損；在發生共同海損犧牲時，按照申報價值計算犧牲金額。

第二百零一條

對共同海損特殊犧牲和墊付的共同海損特殊費用，應當計算利息。對墊付的共同海損特殊費用，除船員工資、給養和船舶消耗的燃料、物料外，應當計算手續費。

Article 202

The contributing parties shall provide security for general average contribution at the request of the parties that have an interest therein.

Where the security has been provided in the form of cash deposits, such deposits shall be put in a bank by an average adjuster in the name of a trustee.

The provision, use and refund of the deposits shall be without prejudice to the ultimate liability of the contributing parties.

第二百零二條

經利益關係人要求，各分攤方應當提供共同海損擔保。

以提供保證金方式進行共同海損擔保的，保證金應當交由海損理算師以保管人名義存入銀行。

保證金的提供、使用或者退還，不影響各方最終的分攤責任。

Article 203

The adjustment of general average shall be governed by the average adjustment rules agreed upon in the relevant contract. In the absence of such an agreement in the contract, the relevant provisions contained in this Chapter shall apply.

第二百零三條

共同海損理算，適用合同約定的理算規則；合同未約定的，適用本章的規定。

Chapter XI Limitation of Liability for Maritime Claims

第十一章 海事賠償責任限制

Article 204

shipowners and salvors may limit their liability in accordance with the provisions of this Chapter for claims set out in Article 207 of this Code.

The shipowners referred to in the preceding paragraph shall include the charterer and the operator of a ship.

第二百零四條

船舶所有人、救助人，對本法第二百零七條所列海事賠償請求，可以依照本章規定限制賠償責任。

前款所稱的船舶所有人，包括船舶承租人和船舶經營人。

Article 205

If the claims set out in Article 207 of this Code are not made against shipowners or salvors themselves but against persons for whose act, neglect or default the shipowners or salvors are responsible, such persons may limit their liability in accordance with the provisions of this Chapter.

第二百零五條

本法第二百零七條所列海事賠償請求，不是向船舶所有人、救助人本人提出，而是向他們對其行為、過失負有責任的人員提出的，這些人員可以依照本章規定限制賠償責任。

Article 206

Where the assured may limit his liability in accordance with the provisions of this chapter, the insurer liable for the maritime claims shall be entitled to the limitation of liability under this Chapter to the same extent as the assured.

第二百零六條

被保險人依照本章規定可以限制賠償責任的，對該海事賠償請求承擔責任的保險人，有權依照本章規定享受相同的賠償責任限制。

Article 207

Except as provided otherwise in Articles 208 and 209 of this Code, with respect to the following maritime claims, the person liable may limit his liability in accordance with the provisions of this Chapter, whatever the basis of liability may be:

(1) Claims in respect of loss of life or personal injury or loss of or

第二百零七條

下列海事賠償請求，除本法第二百零八條和第二百零九條另有規定外，無論賠償責任的基礎有何不同，責任人均可以依照本章規定限制賠償責任：

一. 在船上發生的或者與船舶營運、救助

damage to property including damage to harbour works, in direct connection with the operation of the ship or with salvage operations, as well as consequential damages resulting therefrom;

- (2) Claims in respect of loss resulting from delay in delivery in the carriage of goods by sea or from delay in the arrival of passengers or their luggage;
- (3) Claims in respect of other loss resulting from infringement of rights other than contractual rights occurring in direct connection with the operation of the ship or salvage operations;
- (4) Claims of a person other than the person liable in respect of measures taken to avert or minimize loss for which the person liable may limit his liability in accordance with the provisions of this Chapter, and further loss caused by such measures.

All the claims set out in the preceding paragraph, whatever the way they are lodged, may be entitled to limitation of liability. However, with respect to the remuneration set out in sub-paragraph (4) for which the person liable pays as agreed upon in the contract, in relation to the obligation for payment, the person liable may not invoke the provisions on limitation of liability of this Article.

Article 208

The provisions of this Chapter shall not be applicable to the following claims:

- (1) Claims for salvage payment or contribution in general average ;
- (2) Claims for oil pollution damage under the international Convention on Civil Liability for Oil Pollution Damage to which the People's Republic of China is a party;
- (3) Claims for nuclear damage under the international Convention on Limitation of Liability for Nuclear Damage to which the People's Republic of China is a party;
- (4) Claims against the shipowner of a nuclear ship for nuclear damage;
- (5) Claims by the servants of the shipowner or salvor , if under the law governing the contract of employment, the shipowner or salvor is not entitled to limit his liability or if he is by such law only permitted to limit his liability to an amount greater than that provided for in this Chapter.

Article 209

A person liable shall not be entitled to limit his liability in accordance with the provisions of this Chapter, if it is proved that the loss resulted from his reckless act or omission done of intent or with knowledge that such loss would probably result.

Article 210

The limitation of liability for maritime claims, except as otherwise provided for in Article 211 of this Code, shall be calculated as follows :

- (1) In respect of claims for loss of life or personal injury

作業直接相關的人身傷亡或者財產的滅失、損壞，包括對港口工程、港池、航道和助航設施造成的損壞，以及由此引起的相應損失的賠償請求；

- 二. 海上貨物運輸因遲延交付或者旅客及其行李運輸因遲延到達造成損失的賠償請求；
- 三. 與船舶營運或者救助作業直接相關的，侵犯非合同權利的行為造成其他損失的賠償請求；
- 四. 責任人以外的其他人，為避免或者減少責任人依照本章規定可以限制賠償責任的損失而採取措施的賠償請求，以及因此項措施造成進一步損失的賠償請求。

前款所列賠償請求，無論提出的方式有何不同，均可以限制賠償責任。但是，第四項涉及責任人以合同約定支付的報酬，責任人的支付責任不得援用本條賠償責任限制的規定。

第二百零八條

本章規定不適用於下列各項：

- 一. 對救助款項或者共同海損分攤的請求；
- 二. 中華人民共和國參加的國際油污損害民事責任公約規定的油污損害的賠償請求；
- 三. 中華人民共和國參加的國際核能損害責任限制公約規定的核能損害的賠償請求；
- 四. 核動力船舶造成的核能損害的賠償請求；
- 五. 船舶所有人或者救助人的受雇人提出的賠償請求，根據調整勞務合同的法律，船舶所有人或者救助人對該類賠償請求無權限制賠償責任，或者該項法律作了高于本章規定的賠償限額的規定。

第二百零九條

經證明，引起賠償請求的損失是由于責任人的故意或者明知可能造成損失而輕率地作為或者不作為造成的，責任人無權依照本章規定限制賠償責任。

第二百一十條

除本法第二百一十一條另有規定外，海事賠償責任限制，依照下列規定計算賠償限額：

- 一. 關於人身傷亡的賠償請求

- a) 333,000 Units of Account for a ship with a gross tonnage ranging from 300 to 500 tons;
- b) For a ship with a gross tonnage in excess of 500 tons, the limitation under a) above shall be applicable to the first 500 tons and the following amounts in addition to that set out under a) shall be applicable to the gross tonnage in excess of 500 tons:
 For each ton from 501 to 3,000 tons : 500 Units of Account;
 For each ton from 3,001 to 30,000 tons: 333 Units of Account;
 For each ton from 30,001 to 70,000 tons: 250 Units of Account;
 For each ton in excess of 70, 000 ton : 167 Units of Account
- (2) In respect of claims other than that for loss of life or personal injury,
- a) 167,000 Units of Account for a ship with a gross tonnage ranging from 300 to 500 tons.
- b) For a ship with a gross tonnage in excess of 500 tons, the limitation under a) above shall be applicable to the first 500 tons, and the following amounts in addition to that under a) shall be applicable to the part in excess of 500 tons: For each ton from 501 to 30 , 000 tons: 167 Units of Account ;
 For each ton from 30, 001 to 70, 000 tons: 125 Units of Account ;
 For each ton in excess of 70,000 tons: 83 Units of Account.
- (3) Where the amount calculated in accordance with sub-paragraph (1) above is insufficient for payment of claims for loss of life or personal injury set out therein in full, the amount calculated in accordance with sub-paragraph (2) shall be available for payment of the unpaid balance of claims under sub-paragraph (1), and such unpaid balance shall rank ratably with claims set out under sub-paragraph (2) .
- (4) However, without prejudice to the right of claims for loss of life or personal injury under sub-paragraph (3), claims in respect of damage to harbour works, basins and waterways and aids to navigation shall have priority over other claims under sub-paragraph (2) .
- (5) The limitation of liability for any salvor not operating from any ship or for any salvor operating solely on the ship to, or in respect of which, he is rendering salvage services, shall be calculated according to a gross tonnage of 1,500 tons.
- The limitation of liability for ships with a gross tonnage not exceeding 300 tons and those engaging in transport services between the ports of the People's Republic of China as well as those for other coastal operation shall be worked out by the competent authorities of transport and communications under the State Council and implemented after its being submitted to and approved by the State Council.

Article 211

In respect of claims for loss of life or personal injury to passengers carried by sea, the limitation of liability of the shipowner thereof shall be an amount of 46,666 Units of Account multiplied by the number of passengers which the ship is authorized to carry

1. 總噸位 300 噸至 500 噸的船舶，賠償限額為 333000 計算單位；
2. 總噸位超過 500 噸的船舶，500 噸以下部分適用本項第一目的規定，500 噸以上的部分，應當增加下列數額：
 501 噸至 3000 噸的部分，每噸增加 500 計算單位；
 3001 噸至 30000 噸的部分，每噸增加 333 計算單位；
 30001 噸至 70000 噸的部分，每噸增加 250 計算單位；
 超過 70000 噸的部分，每噸增加 167 計算單位。

二. 關於非人身傷亡的賠償請求

1. 總噸位 300 噸至 500 噸的船舶，賠償限額為 167000 計算單位；
2. 總噸位超過 500 噸的船舶，500 噸以下部分適用本項第一目的規定，500 噸以上的部分，應當增加下列數額：
 501 噸至 30000 噸的部分，每噸增加 167 計算單位；
 30001 噸至 70000 噸的部分，每噸增加 125 計算單位；
 超過 70000 噸的部分，每噸增加 83 計算單位。

三. 依照第一項規定的限額，不足以支付全部人身傷亡的賠償請求的，其差額應當與非人身傷亡的賠償請求并列，從第二項數額中按照比例受償。

四. 在不影響第三項關於人身傷亡賠償請求的情況下，就港口工程、港池、航道和助航設施的損害提出的賠償請求，應當較第二項中的其他賠償請求優先受償。

五. 不以船舶進行救助作業或者在被救船舶上進行救助作業的救助人，且責任限額按照總噸位為 1500 噸的船舶計算。

總噸位不滿 300 噸的船舶，從事中華人民共和國港口之間的運輸的船舶，以及從事沿海作業的船舶，其賠償限額由國務院交通主管部門制定，報國務院批准後施行。

第二百一十一條

海上旅客運輸的旅客人身傷亡賠償責任限制，按照 46666 計算單位乘以船舶證書規定的載客定額計算賠償限額，但是最高不超過 25000000 萬計算單位。

according to the ship's relevant certificate, but the maximum amount of compensation shall not exceed 25,000,000 Units of Account.

The limitation of liability for claims for loss of life or personal injury to passengers carried by sea between the ports of the People's Republic of China shall be worked out by the competent authorities of transport and communications under the State Council and implemented after its being submitted to and approved by the State Council.

Article 212

The limitation of liability under Articles 210 and 211 of this code shall apply to the aggregate of all claims that may arise on any given occasion against shipowners and salvors themselves, and any person for whose act, neglect or fault the shipowners and the salvors are responsible.

Article 213

Any person liable claiming the limitation of liability under this Code may constitute a limitation fund with a court having jurisdiction. The fund shall be constituted in the sum of such an amount set out respectively in Articles 210 and 211, together with the interest thereon from the date of the occurrence giving rise to the liability until the date of the constitution of the fund.

Article 214

Where a limitation fund has been constituted by a person liable, any person having made a claim against the person liable may not exercise any right to any assets of the person liable.

Where any ship or other property belonging to the person constituting the fund has been arrested or attached, or, where a security has been provided by such person, the court shall order without delay the release of the ship arrested or the property attached or the return of the security provided.

Article 215

Where a person entitled to limitation of liability under the provisions of this Chapter has a counter-claim against the claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Chapter shall only apply to the balance, if any.

Chapter XII Contract of Marine insurance

Section 1 Basic Principles

Article 216

中華人民共和國港口之間海上旅客運輸的旅客人身傷亡，賠償限額由國務院交通主管部門制定，報國務院批准後施行。

第二百一十二條

本法第二百一十條和第二百一十一條規定的賠償限額，適用於特定場合發生的事故引起的，向船舶所有人、救助人本人和他們對其行為、過失負有責任的人員提出的請求的總額。

第二百一十三條

責任人要求依照本法規定限制賠償責任的，可以在有管轄權的法院設立責任限制基金。基金數額分別為本法第二百一十條、第二百一十一條規定的限額，加上自責任產生之日起至基金設立之日止的相應利息。

第二百一十四條

責任人設立責任限制基金後，向責任人提出請求的任何人，不得對責任人的任何財產行使任何權利，已設立責任限制基金的責任人的船舶或者其他財產已經被扣押，或者基金設立人已經提交抵押物的，法院應當及時下令釋放或者責令退還。

第二百一十五條

享受本章規定的責任限制的人，就同一事故向請求人提出反請求的，雙方的請求金額應當相互抵消，本章規定的賠償限額僅適用於兩個請求金額之間的差額。

第十二章 海上保險合同

第一節 一般規定

第二百一十六條

A contract of marine insurance is a contract whereby the insurer undertakes, as agreed, to indemnify the loss to the subject matter insured and the liability of the insured caused by perils covered by the insurance against the payment of an insurance premium by the insured.

The covered perils referred to in the preceding paragraph mean any maritime perils agreed upon between the insurer and the insured, including perils occurring in inland rivers or on land which is related to a maritime adventure.

Article 217

A contract of marine insurance mainly includes,

- (1) Name of the insurer;
- (2) Name of the insured;
- (3) Subject matter insured;
- (4) Insured value;
- (5) Insured amount;
- (6) Perils insured against and perils excepted;
- (7) Duration of insurance coverage;
- (8) Insurance premium.

Article 218

The following items may come under the subject matter of marine insurance:

- (1) Ship;
- (2) Cargo;
- (3) Income from the operation of the ship including freight, charter hire and passenger's fare;
- (4) Expected profit on cargo;
- (5) Crew's wages and other remuneration;
- (6) Liabilities to a third person;
- (7) Other property which may sustain loss from a maritime peril and the liability and expenses arising therefrom.

The insurer may reinsure the insurance of the subject matter enumerated in the preceding paragraph. Unless otherwise agreed in the contract, the original insured shall not be entitled to the benefit of the reinsurance.

Article 219

The insurable value of the subject matter insured shall be agreed upon between the insurer and the insured.

Where no insurable value has been agreed upon between the insurer and the insured, the insurable value shall be calculated as follows:

- (1) The insurable value of the ship shall be the value of the ship at the time when the insurance liability commences, being the total value of the ship's hull, machinery, equipment, fuel, stores, gear, provisions and fresh water on board as well as the insurance premium;
- (2) The insurable value of the goods shall be the aggregate of the invoice value of the cargo or the actual value of the non-trade commodity at the place of shipment, plus freight and insurance premium when the insurance liability commences;

海上保險合同，是指保險按照約定，對被保險人遭受保險事故造成保險標的的損失和產生的責任負責賠償，而由被保險人支付保險費的合同。

前款所稱保險事故，是指保險人與被保險人約定的任何海上事故，包括與海上航行有關的發生於內河或者陸上的事故。

第二百一十七條

海上保險合同的內容，主要包括下列各項：

- 一. 保險人名稱；
- 二. 被保險人名稱；
- 三. 保險標的；
- 四. 保險價值；
- 五. 保險金額；
- 六. 保險責任和除外責任；
- 七. 保險期間；
- 八. 保險費。

第二百一十八條

下列各項可以作為保險標的：

- 一. 船舶；
- 二. 貨物；
- 三. 船舶營運收入，包括運費、租金、旅客票款；
- 四. 貨物預期利潤；
- 五. 船員工資和其他報酬；
- 六. 對第三人的責任；
- 七. 由于發生保險事故可能受到損失的其他財產和產生的責任、費用。

保險人可以將對前款保險標的的保險進行再保險。除合同另有約定外，原被保險人不得享有再保險的利益。

第二百一十九條

保險標的的保險價值由保險人與被保險人約定。

保險人與被保險人未約定保險價值的，保險價值依照下列規定計算：

- 一. 船舶的保險價值，是保險責任開始時船舶的價值，包括船殼、機器、設備的價值，以及船上燃料、物料、索具、給養、淡水的價值和保險費的總和；
- 二. 貨物的保險價值，是保險責任開始時貨物在起運地的發票價格或者非貿易商品在起運地的實際價值以及運費和保險費的總和；

- (3) The insurable value of the freight shall be the aggregate of the total amount of freight payable to the carrier and the insurance premium when the insurance liability commences;
- (4) The insurable value of other subject matter insured shall be the aggregate of the actual value of the subject matter insured and the insurance premium when the insurance liability commences.

- 三. 運費的保險價值，是保險責任開始時承運人應收運費總額和保險費的總和；
- 四. 其他保險標的的保險價值，是保險責任開始時保險標的的實際價值和保險費的總和。

Article 220

第二百二十條

The insured amount shall be agreed upon between the insurer and the insured. The insured amount shall not exceed the insured value. Where the insured amount exceeds the insured value, the portion in excess shall be null and void.

保險金額由保險人與被保險人約定。保險金額不得超過保險價值；超過保險價值的，超過部分無效。

Section 2 Conclusion, Termination and Assignment of Contract

第二節 合同的訂立、解除和轉讓

Article 221

第二百二十一條

A contract of marine insurance comes into being after the insured puts forth a proposal for insurance and the insurer agrees to accept the proposal and the insurer and the insured agree on the terms and conditions of the insurance. The insurer shall issue to the insured an insurance policy or other certificate of insurance in time, and the contents of the contract shall be contained therein.

被保險人提出保險要求，經保險人同意承保，並就海上保險合同的條款達成協議後，合同成立。保險人應當及時向被保險人簽發保險單或者其他保險單証，並在保險單或者其他保險單証中載明當事人雙方約定的合同內容。

Article 222

第二百二十二條

Before the contract is concluded, the insured shall truthfully inform the insurer of the material circumstances which the insured has knowledge of or ought to have knowledge of in his ordinary business practice and which may have a bearing on the insurer in deciding the premium or whether he agrees to sure or not.

合同訂立前，被保險人應當將其知道的或者在通常業務中應當知道的有關影響保險人據以確定保險費率或者確定是否同意承保的重要情況，如實告知保險人。

The insured need not inform the insurer of the facts which the insurer has known of or the insurer ought to have knowledge of in his ordinary business practice if about which the insurer made no inquiry.

保險人知道或者在通常業務中應當知道的情況，保險人沒有詢問的，被保險人無需告知。

Article 223

第二百二十三條

Upon failure of the insured to truthfully inform the insurer of the material circumstances set forth in paragraph 1 of Article 222 of this Code due to his intentional act, the insurer has the right to terminate the contract without refunding the premium.

由于被保險人的故意，未將本法第二百二十二條第一款規定的重要情況如實告知保險人的，保險人有權解除合同，並不退還保險費。

The insurer shall not be liable for any loss arising from the perils insured against before the contract is terminated.

合同解除前發生保險事故造成損失的，保險人不負賠償責任。

If, not due to the insured's intentional act, the insured did not truthfully inform the insurer of the material circumstances set out in paragraph 1 of Article 222 of this Code, the insurer has the right to terminate the contract or to demand a corresponding increase in the premium. In case the contract is terminated by the insurer, the insurer shall be liable for the loss arising from the perils insured against which occurred prior to the termination of the contract, except where the material circumstances uninformed or wrongly

不是由于被保險人的故意，未將本法第二百二十二條第一款規定的重要情況如實告知保險人的，保險人有權解除合同或者要求相應增加保險費。保險人解除合同的，對於合同解除前發生保險事故造成的損失，保險人應當負賠償責任；但是，未告知或者錯誤告知的重要情況對保險事故的發生有影響的除外。

informed of have an impact on the occurrence of such perils.

Article 224

Where the insured was aware or ought to be aware that the subject matter insured had suffered a loss due to the incidence of a peril insured against when the contract was concluded, the insurer shall not be liable for indemnification but shall have the right to the premium. Where the insurer was aware or ought to be aware that the occurrence of a loss to the subject matter insured due to a peril insured against was impossible, the insured shall have the right to recover the premium paid.

第二百二十四條

訂立合同時，被保險人已經知道或者應當知道保險標的已經因發生保險事故而遭受損失的，保險人不負賠償責任，但是有權收取保險費；保險人已經知道或者應當知道保險標的已經不可能因發生保險事故而遭受損失的，被保險人有權收回已經支付的保險費。

Article 225

Where the insured concludes contracts with several insurers for the same subject matter insured and against the same risk, and the insured amount of the said subject matter insured thereby exceeds the insured value, then, unless otherwise agreed in the contract, the insured may demand indemnification from any of the insurers and the aggregate amount to be indemnified shall not exceed the value of the loss suffered by the subject matter insured. The liability of each insurer shall be in proportion to that which the amount he insured bears to the total of the amount insured by all insurers. Any insurer who has paid an indemnification in an amount greater than that for which he is liable, shall have the right of recourse against those who have not paid their indemnification in the amounts for which they are liable.

第二百二十五條

被保險人對同一保險標的就同一保險事故向幾個保險人重複訂立合同，而使該保險標的的保險金額總和超過保險標的的價值的，除合同另有約定外，被保險人可以向任何保險人提出賠償請求。被保險人獲得的賠償金額總和不得超過保險標的的受損價值。各保險人按照其承保的保險金額同保險金額總和的比例承擔賠償責任。任何一個保險人支付的賠償金額超過其應當承擔的賠償責任的人有權向未按照其應當承擔賠償責任支付賠償金額的保險人追償。

Article 226

Prior to the commencement of the insurance liability, the insured may demand the termination of the insurance contract but shall pay the handling fees to the insurer, and the insurer shall refund the premium.

第二百二十六條

保險責任開始前，被保險人可以要求解除合同，但是應當向保險人支付手續費，保險人應當退還保險費。

Article 227

Unless otherwise agreed in the contract, neither the insurer nor the insured may terminate the contract after the commencement of the insurance liability.

Where the insurance contract provides that the contract may be terminated after the commencement of the liability, and the insured demands the termination of the contract, the insurer shall have the right to the premium payable from the day of the commencement of the insurance liability to the day of termination of the contract and refund the remaining portion. If it is the insurer who demands the termination of the contract, the unexpired premium from the day of the termination of the contract to the day of the expiration of the period of insurance shall be refunded to the insured.

第二百二十七條

除合同另有約定外，保險責任開始後，被保險人和保險人均不得解除合同。

根據合同約定在保險責任開始後可以解除合同的，被保險人要求解除合同，保險人有權收取自保險責任開始之日起至合同解除之日止的保險費，剩餘部分予以退還；保險人要求解除合同，應當將自合同解除之日起至保險期間屆滿之日止的保險費退還被保險人。

Article 228

Notwithstanding the stipulations in Article 227 of this Code, the

第二百二十八條

雖有本法第二百二十七條規定，貨物運

insured may not demand termination of the contract for cargo insurance and voyage insurance on ship after the commencement of the insurance liability.

輸和船舶的航次保險，保險責任開始後，被保險人不得要求解除合同。

Article 229

第二百二十九條

A contract of marine insurance for the carriage of goods by sea may be assigned by the insured by endorsement or otherwise, and the rights and obligations under the contract are assigned accordingly. The insured and the assignee shall be jointly and severally liable for the payment of the premium if such premium remains unpaid up to the time of the assignment of the contract.

海上貨物運輸保險合同可以由被保險人背書或者以其他方式轉讓，合同的權利、義務隨之轉移。合同轉讓時尚未支付保險費的，被保險人和合同受讓人負連帶支付責任。

Article 230

第二百三十條

The consent of the insurer shall be obtained where the insurance contract is assigned in consequence of the transfer of the ownership, of the ship insured. In the absence of such consent, the contract shall be terminated when the time of the transfer of the ownership of the ship. Where the transfer takes place during the voyage, the contract shall be terminated when the voyage ends.

因船舶轉讓而轉讓船舶保險合同的，應當取得保險人同意。未經保險人同意，船舶保險合同從船舶轉讓時起解除；船舶轉讓發生在航次之中的，船舶保險合同至航次終了時解除。

Upon termination of the contract, the insurer shall refund the unexpired premium to the insured calculated from the day of the termination of the contract to the day of its expiration.

合同解除後，保險人應當將自合同解除之日起至保險期間屆滿之日止的保險費退還被保險人。

Article 231

第二百三十一條

The insured may conclude an open cover with the insurer for the goods to be shipped or received in batches within a given period. The open cover shall be evidenced by an open policy to be issued by the insurer.

被保險人在一定期間分批裝運或者接受貨物的，可以與保險人訂立預約保險合同。預約保險合同應當由保險人簽發預約保險單証加以確認。

Article 232

第二百三十二條

The insurer shall, at the request of the insured, issue insurance certificates separately for the cargo shipped in batches according to the open cover.

應被保險人要求，保險人應當對依據預約保險合同分批裝運的貨物分別簽發保險單証。

Where the contents of the insurance certificates issued by the insurer separately differ from those of the open policy, the insurance certificates issued separately shall prevail.

保險人分別簽發的保險單証的內容與預約保險單証的內容不一致的，以分別簽發的保險單証為準。

Article 233

第二百三十三條

The insured shall notify the insurer immediately on learning that the cargo insured under the open cover has been shipped or has arrived. The items to be notified of shall include the name of the carrying ship, the voyage, the value of the cargo and the insured amount.

被保險人知道經預約保險合同保險的貨物已經裝運或者到達的情況時，應當立即通知保險人。通知的內容包括裝運貨物的船名、航線、貨物價值和保險金額。

Section 3 Obligation of the insured

第三節 被保險人的義務

Article 234

第二百三十四條

Unless otherwise agreed in the insurance contract, the insured shall pay the premium immediately upon conclusion of the contract. The insurer may refuse to issue the insurance policy or other insurance certificate before the premium is paid by the insured.

除合同另有約定外，被保險人應當在合同訂立後立即支付保險費；被保險人支付保險費前，保險人可以拒絕簽發保險單證。

Article 235

第二百三十五條

The insured shall notify the insurer in writing immediately where the insured has not complied with the warranties under the contract. The insurer may, upon receipt of the notice, terminate the contract or demand an amendment to the terms and conditions of the insurance coverage or an increase in the premium.

被保險人違反合同約定的保證條款時，應當立即書面通知保險人。保險人收到通知後，可以解除合同，也可以要求修改承保條件、增加保險費。

Article 236

第二百三十六條

Upon the occurrence of the peril insured against, the insured shall notify the insurer immediately and shall take necessary and reasonable measures to avoid or minimize the loss. Where special instructions for the adoption of reasonable measures to avoid or minimize the loss are received from the insurer, the insured shall act according to such instructions.

一旦保險事故發生，被保險人應當立即通知保險人，並採取必要的合理措施，防止或者減少損失。被保險人收到保險人發出的有關採取防止或者減少損失的合理措施的特別通知的，應當按照保險人通知的要求處理。

The insurer shall not be liable for the extended loss caused by the insured's breach of the provisions of the preceding paragraph.

對於被保險人違反前款規定所造成的擴大的損失，保險人不負賠償責任。

Section 4 Liability of the insurer

第四節 保險人的責任

Article 237

第二百三十七條

The insurer shall indemnify the insured promptly after the loss from a peril insured against has occurred.

發生保險事故造成損失後，保險人應當及時向被保險人支付保險賠償。

Article 238

第二百三十八條

The insurer's indemnification for the loss from the peril insured against shall be limited to the insured amount.

保險人賠償保險事故造成的損失，以保險金額為限。

Where the insured amount is lower than the insured value, the insurer shall indemnify in the proportion that the insured amount bears to the insured value.

保險金額低於保險價值的，在保險標的發生部分損失時，保險人按照保險金額與保險價值的比例負賠償責任。

Article 239

第二百三十九條

The insurer shall be liable for the loss to the subject matter insured arising from several perils insured against during the period of the insurance even though the aggregate of the amounts of loss exceeds the insured amount. However, the insurer shall only be liable for the total loss where the total loss occurs after the partial loss which has not been repaired.

保險標的在保險期間發生幾次保險事故所造成的損失，即使損失金額的總和超過保險金額，保險人也應當賠償。但是，對發生部分損失後未經修復又發生全部損失的，保險人按照全部損失賠償。

Article 240

第二百四十條

The insurer shall pay, in addition to the identification to be paid with regard to the subject matter insured, the necessary and

被保險人為防止或者減少根據合同可以得到賠償的損失而支出的必要的合理費

reasonable expenses incurred by the insured for avoiding or minimizing the loss recoverable under the contract, the reasonable expenses for survey and assessment of the value for the purpose of ascertaining the nature and extent of the peril insured against and the expenses incurred for acting on the special instructions of the insurer.

The payment by the insurer of the expenses referred to in the preceding paragraph shall be limited to that equivalent to the insured amount.

Where the insured amount is lower than the insured value, the insurer shall be liable for the expenses referred to in this Article in the proportion that the insured amount bears to the insured value, unless the contract provides otherwise.

Article 241

Where the insured amount is lower than the value for contribution under the general average, the insurer shall be liable for the general average contribution in the proportion that the insured amount bears to the value for contribution.

Article 242

The insurer shall not be liable for the loss caused by the intentional act of the insured.

Article 243

Unless otherwise agreed in the insurance contract, the insurer shall not be liable for the loss of or damage to the insured cargo arising from any of the following causes :

- (1) Delay in the voyage or in the delivery of cargo or change of market price ;
- (2) Fair wear and tear , inherent vice or nature of the cargo;
- (3) improper packing.

Article 244

Unless otherwise agreed in the insurance contract, the insurer shall not be liable for the loss of or damage to the insured ship arising from any of the following causes:

- (1) Unseaworthiness of the ship at the time of the commencement of the voyage, unless where under a time policy the insured has no knowledge thereof ;
- (2) Wear and tear or corrosion of the ship.

The provisions of this article shall apply mutatis mutandis to the insurance of freight.

Section 5 Loss of or Damage to the Subject Matter insured and Abandonment

Article 245

用，為確定保險事故的性質、程度而支出的檢驗、估價的合理費用，以及為執行保險人的特別通知而支出的費用，應當由保險人在保險標的損失賠償之外另行支付。

保險人對前款規定的費用的支付，以相當於保險金額的數額為限。

保險金額低於保險價值的，除合同另有約定外，保險人應當按照保險金額與保險價值的比例，支付本條規定的費用。

第二百四十一條

保險金額低於共同海損分攤價值的，保險人按照保險金額同分攤價值的比例賠償共同海損分攤。

第二百四十二條

對於被保險人故意造成的損失，保險人不負賠償責任。

第二百四十三條

除合同另有約定外，因下列原因之一造成貨物損失的，保險人不負賠償責任：

- 一. 航行遲延、交貨遲延或者行市變化；
- 二. 貨物的自然損耗、本身的缺陷和自然特性；
- 三. 包裝不當。

第二百四十四條

除合同另有約定外，因下列原因之一造成保險船舶損失的，保險人不負賠償責任：

- 一. 船舶開航時不適航，但是在船舶定期保險中被保險人不知道的除外；
- 二. 船舶自然磨損或者銹蝕。

運費保險比照適用本條的規定。

第五節 保險標的的損失和委付

第二百四十五條

Where after the occurrence of a peril insured against the subject matter insured is lost or is so seriously damaged that it is completely deprived of its original structure and usage or the insured is deprived of the possession thereof, it shall constitute an actual total loss.

保險標的發生保險事故後滅失，或者受到嚴重損壞完全失去原有形體、效用或者不能再歸被保險人所擁有的，為實際全損。

Article 246

第二百四十六條

Where a ship's total loss is considered to be unavoidable after the occurrence of a peril insured against or the expenses necessary for avoiding the occurrence of actual total loss would exceed the insured value, it shall constitute a constructive total loss.

船舶發生保險事故後，認為實際全損已經不可避免，或者為避免發生實際全損所需支付的費用超過保險價值的，為推定全損。

Where an actual total loss is considered to be unavoidable after the cargo has suffered a peril insured against, or the expenses to be incurred for avoiding the total actual loss plus that for forwarding the cargo to its destination would exceed its insured value, it shall constitute a constructive total loss.

貨物發生保險事故後，認為實際全損已經不可避免，或者為避免發生實際全損所需支付的費用與繼續將貨物運抵目的地的費用之和超過保險價值的，為推定全損。

Article 247

第二百四十七條

Any loss other than an actual total loss or a constructive total loss is a partial loss.

不屬於實際全損和推定全損的損失，為部分損失。

Article 248

第二百四十八條

Where a ship fails to arrive at its destination within a reasonable time from the place where it was last heard of, unless the contract provides otherwise, if it remains unheard of upon the expiry of two months, it shall constitute missing. Such missing shall be deemed to be an actual total loss.

船舶在合理時間內未從被獲知最後消息的地點抵達目的地，除合同另有約定外，滿兩個月後仍沒有獲知其消息的，為船舶失蹤。船舶失蹤視為實際全損。

Article 249

第二百四十九條

Where the subject matter insured has become a constructive total loss and the insured demands indemnification from the insurer on the basis of a total loss, the subject matter insured shall be abandoned to the insurer. The insurer may accept the abandonment or choose not to, but shall inform the insured of his decision whether to accept the abandonment within a reasonable time.

保險標的發生推定全損，被保險人要求保險人按照全部損失賠償的，應當向保險人委付保險標的。保險人可以接受委付，也可以不接受委付，但是應當在合理的時間內將接受委付或者不接受委付的決定通知被保險人。

The abandonment shall not be attached with any conditions. Once the abandonment is accepted by the insurer, it shall not be withdrawn.

委付不得附帶任何條件。委付一經保險人接受，不得撤回。

Article 250

第二百五十條

Where the insurer has accepted the abandonment, all rights and obligations relating to the property abandoned are transferred to the insurer.

保險人接受委付的，被保險人對委付財產的全部權利和義務轉移給保險人。

Section 6 Payment of indemnity

第六節 保險賠償的支付

Article 251

第二百五十一條

After the occurrence of a peril insured against and before the payment of indemnity, the insurer may demand that the insured submit evidence and materials related to the ascertainment of the nature of the peril and the extent of the loss.

Article 252

Where the loss of or damage to the subject matter insured within the insurance converge is caused by a third person' the right of the insured to demand compensation from the third person shall be subrogated to the insurer from the time the indemnity is paid.

The insured shall furnish the insurer with necessary documents and information that should come to his knowledge and shall endeavour to assist the insurer in pursuing recovery from the third person.

Article 253

Where the insured waives his right of claim against the third person without the consent of the insurer or the insurer is unable to exercise the right of recourse due to the fault of the insured, the insurer may make a corresponding reduction from the amount of indemnity.

Article 254

In effecting payment of indemnity to the insured, the insurer may make a corresponding reduction therefrom of the amount already paid by a third person to the insured.

Where the compensation obtained by the insurer from the third person exceeds the amount of indemnity paid by the insurer, the part in excess shall be returned to the insured.

Article 255

After the occurrence of a peril insured against, the insurer is entitled to waive his right to the subject matter insured and pay the insured the amount in full to relieve himself of the obligations under the contract.

In exercising the right prescribed in the preceding paragraph, the insurer shall notify the insured thereof within seven days from the day of the receipt of the notice from the insured regarding the indemnity. The insurer shall remain liable for the necessary and reasonable expenses paid by the insured for avoiding or minimizing the loss prior to his receipt of the said notice.

Article 256

Except as stipulated in Article 255 of this Code, where a total loss occurs to the subject matter insured and the full insured amount is paid, the insurer shall acquire the full right to the subject matter insured. In the case of under-insurance, the insurer shall acquire the right to the subject matter insured in the proportion that the insured amount bears to the insured value.

保險事故發生後，保險人向被保險人支付保險賠償前，可以要求被保險人提供與確認保險事故性質和損失程度有關的證明和資料。

第二百五十二條

保險標的發生保險責任範圍內的損失是由第三人造成的，被保險人向第三人要求賠償的權利，自保險人支付賠償之日起，相應轉移給保險人。

被保險人應當向保險人提供必要的文件和其所需要知道的情況，並盡力協助保險人向第三人追償。

第二百五十三條

被保險人未經保險人同意放棄向第三人要求賠償的權利，或者由于過失致使保險人不能行使追償權利的，保險人可以相應扣減保險賠償。

第二百五十四條

保險人支付保險賠償時，可以從應支付的賠償額中相應扣減被保險人已經從第三人取得的賠償。

保險人從第三人取得的賠償，超過其支付的保險賠償的，超過部分應當退還給被保險人。

第二百五十五條

發生保險事故後，保險人有權放棄對保險標的的權利，全額支付合同約定的保險賠償，以解除對保險標的的義務。

保險人行使前款規定的權利，應當自收到被保險人有關賠償損失的通知之日起的七日內通知被保險人；被保險人在收到通知前，為避免或者減少損失而支付的必要的合理費用，仍然應當由保險人償還。

第二百五十六條

除本法第二百五十五條的規定外，保險標的發生全損，保險人支付全部保險金額的，取得對保險標的的全部權利；但是，在不足額保險的情況下，保險人按照保險金額與保險價值的比例取得對保險標的的部分權利。

Chapter XIII Limitation of Time

Article 257

The limitation period for claims against the carrier with regard to the carriage of goods by sea is one year, counting from the day on which the goods were delivered or should have been delivered by the carrier. Within the limitation period or after the expiration thereof, if the person allegedly liable has brought up a claim of recourse against a third person, that claim is time-barred at the expiration of 90 days, counting from the day on which the person claiming for there course settled the claim, or was served with a copy of the process by the court handling the claim against him. The limitation period for claims against the carrier with regard to voyage charter party is two years, counting from the day on which the claimant knew or should have known that his right had been infringed.

Article 258

The limitation period for claims against the carrier with regard to the carriage of passengers by sea is two years, counting respectively as follows:

- (1) Claims for personal injury: Counting from the day on which the passenger disembarked or should have disembarked;
- (2) Claims for death of passengers that occurred during the period of carriage: Counting from the day on which the passenger should have disembarked; whereas the death of passengers that occurred after the disembarkation but resulted from an injury during the period of carriage by sea, counting from the day of the death of the passenger concerned, provided that this period does not exceed three years from the time of disembarkation.
- (3) Claims for loss of or damage to the luggage, counting from the day of disembarkation or the day on which the passenger should have disembarked.

Article 259

The limitation period for claims with regard to charter parties is two years, counting from the day on which the claimant knew or should have known that his right had been infringed.

Article 260

The limitation period for claims with regard to sea towage is one year, counting from the day on which the claimant knew or should have known that his right had been infringed.

Article 261

The limitation period for claims with regard to collision of ship is two years, counting from the day on which the collision occurred. The limitation period for claims with regard to the right of recourse

第十三章 時效

第二百五十七條

就海上貨物運輸向承運人要求賠償的請求權，時效期間為一年，自承運人交付或者應當交付貨物之日起計算；在時效期間內或者時效期間屆滿後，被認定為負有責任的人向第三人提起追償請求的，時效期間為九十日，自追償請求人解決原賠償請求之日起或者收到受理對其本人提起訴訟的法院的起訴狀副本之日起計算。有關航次租船合同的請求權，時效期間為二年，自知道或者應當知道權利被侵害之日起計算。

第二百五十八條

就海上旅客運輸向承運人要求賠償的請求權，時效期間為二年，分別依照下列規定計算：

- 一. 有關旅客人身傷害的請求權，自旅客離船或者應當離船之日起計算；
- 二. 有關旅客死亡的請求權，發生在運送期間的，自旅客應當離船之日起計算；因運送期間內的傷害而導致旅客離船後死亡的，自旅客死亡之日起計算，但是此期限自離船之日起不得超過三年；
- 三. 有關行李滅失或者損壞的請求權，自旅客離船或者應當離船之日起計算。

第二百五十九條

有關船舶租用合同的請求權，時效期間為二年，自知道或者應當知道權利被侵害之日起計算。

第二百六十條

有關海上拖航合同的請求權，時效期間為一年，自知道或者應當知道權利被侵害之日起計算。

第二百六十一條

有關船舶碰撞的請求權，時效期間為二年，自碰撞事故發生之日起計算；本法第一百六十九條第三款規定的追償請求

as provided for in paragraph 3 of Article 169 of this Code is one year, counting from the day on which the parties concerned jointly and severally paid the amount of compensation for the damage occurred.

權，時效期間為一年，自當事人連帶支付損害賠償之日起計算。

Article 262

第二百六十二條

The limitation period for claims with regard to salvage at sea is two years, counting from the day on which the salvage operation was completed.

有關海難救助的請求權，時效期間為二年，自救助作業終止之日起計算。

Article 263

第二百六十三條

The limitation period for claims with regard to contribution in general average is one year, counting from the day on which the adjustment was finished.

有關共同海損分攤的請求權，時效期間為一年，自理算結束之日起計算。

Article 264

第二百六十四條

The limitation period for claims with regard to contracts of marine insurance is two years, counting from the day on which the peril insured against occurred.

根據海上保險合同向保險人要求保險賠償的請求權，時效期間為二年，自保險事故發生之日起計算。

Article 265

第二百六十五條

The limitation period for claims with regard to compensation for oil pollution damage from ships is three years, counting from the day on which the pollution damage occurred.

有關船舶發生油污損害的請求權，時效期間為三年，自損害發生之日起計算。

However, in no case shall the limitation period exceed six years, counting from the day on which the accident causing the pollution occurred.

但是，在任何情況下時效期間不得超過從造成損害的事故發生之日起六年。

Article 266

第二百六十六條

Within the last six months of the limitation period if, no account of force majeure or other causes preventing the claims from being made, the limitation period shall be suspended.

在時效期間的最後六個月內，因不可抗力或者其他障礙不能行使請求權的，時效中止。自中止時效的原因消除之日起，時效期間繼續計算。

The counting of the limitation period shall be resumed when the cause of suspension no longer exists.

Article 267

第二百六十七條

The limitation of time shall be discontinued as a result of bringing an action or submitting the case for arbitration by the claimant or the admission to fulfill obligations by the person against whom the claim was brought up. However, the limitation of time shall not be discontinued if the claimant withdraws his action or his submission for arbitration, or his action has been rejected by a decision of the court.

時效因請求人提起訴訟、提交仲裁或者被請求人同意履行義務而中斷。但是，請求人撤回起訴、撤回仲裁或者起訴被裁定駁回的，時效不中斷。

Where the claimant makes a claim for the arrest of a ship, the limitation of time shall be discontinued from the day on which the claim is made.

請求人申請扣船的，時效自申請扣船之日起中斷。

The limitation period shall be counted anew from time of

自中斷時起，時效期間重新計算。

discontinuance.

Chapter XIV Application of Law in Relation to Foreign-related Matters **第十四章 涉外關係的法律通用**

Article 268

If any international treaty concluded or acceded to by the People's Republic of China contains provisions differing from those contained in this Code, the provisions of the relevant international treaty shall apply, unless the provisions are those on which the People's Republic of China has announced reservations.

International practice may be applied to matters for which neither the relevant laws of the People's Republic of China nor any international treaty concluded or acceded to by the People's Republic of China contain any relevant provisions.

第二百六十八條

中華人民共和國締結或者參加的國際條約同本法有不同規定的，適用國際條約的規定；但是，中華人民共和國聲明保留的條款除外。

中華人民共和國法律和中華人民共和國締結或者參加的國際條約沒有規定的，可以適用國際慣例。

Article 269

The parties to a contract may choose the law applicable to such contract, unless the law provides otherwise. Where the parties to a contract have not made a choice, the law of the country having the closest connection with the contract shall apply.

第二百六十九條

合同當事人可以選擇合同適用的法律，法律另有規定的除外。合同當事人沒有選擇的，適用與合同有最密切關係的國家的法律。

Article 270

The law of the flag State of the ship shall apply to the acquisition, transfer and extinction of the ownership of the ship.

第二百七十條

船舶所有權的取得、轉讓和消滅，適用船旗國法律。

Article 271

The law of the flag State of the ship shall apply to the mortgage of the ship.

The law of the original country of registry of a ship shall apply to the mortgage of the ship if its mortgage is established before or during its bareboat charter period.

第二百七十一條

船舶抵押權適用船旗國法律。

船舶在光船租賃以前或者光船租賃期間，設立船舶抵押權的，適用原船舶登記國的法律。

Article 272

The law of the place where the court hearing the case is located shall apply to matters pertaining to maritime liens.

第二百七十二條

船舶優先，適用受理案件的法院所在地法律。

Article 273

The law of the place where the infringing act is committed shall apply to claims for damages arising from collision of ships.

The law of the place where the court hearing the case is located shall apply to claims for damages arising from collision of ships on the high sea.

If the colliding ships belong to the same country, no matter where the collision occurs, the law of the flag State shall apply to claims against one another for damages arising from such collision.

第二百七十三條

船舶碰撞的損害賠償，適用侵權行為地法律。

船舶在公海上發生碰撞的損害賠償，適用受理案件的法院所在地法律。

同一國籍的船舶，不論碰撞發生於何地，碰撞船舶之間的損害賠償適用船旗國法律。

Article 274

The law where the adjustment of general average is made shall apply to the adjustment of general average

第二百七十四條

共同海損理算，適用理算地法律。

Article 275

The law of the place where the court hearing the case is located shall apply to the limitation of liability for maritime claims.

第二百七十五條

海事賠償責任限制，適用受理案件的法院所在地法律。

Article 276

The application of foreign laws or international practices pursuant to the provisions of this Chapter shall not jeopardize the public interests of the People's Republic of China.

第二百七十六條

依照本章規定適用外國法律或者國際慣例，不得違背中華人民共和國的社會公共利益。

Chapter XV Supplementary Provisions**第十五章 附則****Article 277**

The Unit of Account referred to in this Code is the Special Drawing Right as defined by the international Monetary Fund; the amount of the Chinese currency (RMB) in terms of the Special Drawing Right shall be that computed, on the date of the judgment by the court or the date of the award by the arbitration organization or the date mutually agreed upon by the parties, on the basis of the method of conversion established by the authorities in charge of foreign exchange control of this country.

第二百七十七條

本法所稱計算單位，是指國際貨幣基金組織規定的特別提款權；其人民幣數額為法院判決之日、仲裁機構裁決之日或者當事人協議之日，按照國家外匯主管機關規定的國際貨幣基金組織的特別提款權對人民幣的換算辦法計算得出的人人民幣數額。

Article 278

This Code shall come into force as of July 1, 1993.

第二百七十八條

本法自一九九三年七月一日起施行。