

台灣本地班輪航商

(長式) 「載貨證券」及「海運單」格式

Taiwanese Local Ocean Liner Carrier

Bill of Lading (Long Form) & Sea Waybill

B/L & SWB

注意一：本譯文僅為參考用，不得作為任何法律依據或訴訟主張

注意二：本譯文公司名稱為假設，格式參考國內重要航商載貨證券

Bill of Lading_B/L 及海運單 Sea Waybill_SWB 格式



海商人航業股份有限公司
Merchant Marine Transport Corp.

正本載貨證券
Original BILL OF LADING

Shipper 託運人		Booking No. 託運單號碼	B/L No. 載貨證券號碼
		Export Reference 出口編號	
Consignee (non-negotiable unless consigned to order) 受貨人 (除有待指定記載外，應為不可轉讓)		Forwarding agent reference 承攬代理參考編號	
		Point and Country of Origin of Goods 貨物原產地及原產國	
Notify Party 受通知人		Also Notify 同受通知人	
Precarried by 前運送人	Place of Receipt 收貨地	Onward inland routing 後續內陸行程	
Vessel Voy No. Flag 船名 航次 船旗	Port of Loading 裝載港		
Port of Discharging 卸載港	Place of Delivery 交貨地		

Particular Furnished by Merchant 由貨方填具之資料

Marks & Nos/Containers No. 唛頭及數量/貨櫃號碼	No. of PKGS 包裝數量	Description of Package and Goods 包裝及貨品說明	Measurement M 材積/立方公尺 Gross Weight (kg)總重量/公斤

Declared value \$ _____ If Merchant enters value of Goods and pays the applicable ad valorem rate, Carrier's package limitation shall not apply. See Clause 23 (2)&(3) hereof. 貨品聲報價值：美元_____。如貨方填上貨物價值並依報值匯率支付運費，運送人單位責任限制及不適用。見第 23(2)及(3)條。	Place and Date of Issue 載貨證券簽發地/時
	On Board Date 裝船日

Item No. 項目量	CHR 金額	Rated As 費率基礎	Per 單位	Rate 費率	Prepaid 預付	Collect 到付	B/L NO 載貨證券號碼
							The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the fact and back hereof and to carrier's applicable tariff. If required by the Carrier, this Bill of Lading duly endorsed shall be surrendered in exchange of the goods or Delivery Order. In Witness Whereof, the undersigned has signed Full set of Bill of Lading, all of the same tenor and date, one of which being accomplished, the other to stand void. 貨物之收受、監管、運送及交付應依照本證券正面及背面所載條款及運送人之費率表。 一經運送人請求，經適當背書之載貨證券應繳回，以交換貨物或小提單。 謹此確認，下列簽署之人已簽發全套載貨證券，具同一內容及日期，出示其中一份，其他份即行失效。
Rate of Exchange 兌換率				Total 總計			
Number of Original B(s)/L 正本載貨證券簽發份數				Payable at 於何地支付			BY _____ As agent for Merchant Marine Transport Corp. as Carrier 代表運送人海商人航運公司簽署



海商人航業股份有限公司
Merchant Marine Transport Corp.

不可轉讓海運單
Non-Negotiable Sea Waybill

Shipper 託運人		Booking No. 託運單號碼	Waybill No. 海運單號碼
		Export Reference 出口編號	
Consignee 受貨人		Forwarding agent reference 承攬代理參考編號	
		Point and Country of Origin of Goods 貨物原產地及原產國	
Notify Party 受通知人		Also Notify 同受通知人	
Precarried by 前運送人	Place of Receipt 收貨地	Onward inland routing 後續內陸行程	
Vessel Voy No. Flag 船名 航次 船旗	Port of Loading 裝載港		
Port of Discharging 卸載港	Place of Delivery 交貨地		

Particular Furnished by Merchant 由貨方填具之資料

Marks & Nos/Containers No. 唛頭及數量/貨櫃號碼	No. of PKGS 包裝數量	Description of Package and Goods 包裝及貨品說明	Measurement M 材積/立方公尺 Gross Weight (kg)總重量/公斤

Declared value \$ _____ If Merchant enters value of Goods and pays the applicable ad valorem rate, Carrier's package limitation shall not apply. See Clause 23 (2)&(3) hereof. 貨品聲報價值：美元_____。如貨方填上貨物價值並依報值匯率支付運費，運送人單位責任限制及不適用。見第 23(2)及(3)條。	Place and Date of Issue 海運單簽發地/時
	On Board Date 裝船日

Item No. 項目量	CHR 金額	Rated As 費率基礎	Per 單位	Rate 費率	Prepaid 預付	Collect 到付	Waybill NO 海運單號碼
							The receipt, custody, carriage and delivery of the goods are subject to the terms appearing on the fact and back hereof and to carrier's applicable tariff. If required by the Carrier, this Bill of Lading duly endorsed shall be surrendered in exchange of the goods or Delivery Order. In Witness Whereof, the undersigned has signed Full set of Bill of Lading, all of the same tenor and date, one of which being accomplished, the other to stand void. 貨物之收受、監管、運送及交付應依照本證券正面及背面所載條款及運送人之費率表。 一經運送人請求，經適當背書之載貨證券應繳回，以交換貨物或小提單。 謹此確認，下列簽署之人已簽發全套載貨證券，具同一內容及日期，出示其中一份，其他份即行失效。
Rate of Exchange 兌換率				Total 總計			
Number of Original Sea Waybill 正本證券簽發份數				Payable at 於何地支付			BY _____ As agent for Merchant Marine Transport Corp. as Carrier 代表運送人海商人航運公司簽署

RECEIVED by the Carrier from the Merchant in apparent external good order and condition (unless otherwise noted herein) the total number of Containers, or if the Goods are not shipped in Containers, the total number of packages or other shipping units specified in the box marked "No. of Pkgs. or Containers" for Carriage subject to all the terms and conditions hereof (including the terms and conditions on the reverse hereof and the terms and conditions of Carrier's applicable Tariff) from the place of receipt or the port of loading, whichever is applicable, to the port of discharge or place of delivery, whichever is applicable.

If required by the Carrier, this Bill duly endorsed shall be surrendered in exchange for the Goods or Delivery Order.

In accepting this Bill, the Merchant agrees to be bound by all the stipulations, exceptions, terms and conditions on the face and back hereof, whether written, typed, stamped or printed, as if signed by the Merchant, any local custom or privilege to be contrary notwithstanding, and agrees that all agreements or freight engagements for the shipment of the goods are superseded by this Bill.

1. DEFINITION

The following words whether contained on the front or back have the meanings hereby assigned:

- (1) "Bill" means (A) Bill of Lading if this document is issued as a Bill of Lading, or (B) Sea Waybill if this document is issued as a Sea Waybill.

Notwithstanding anything else contained in or incorporated into this Bill, if it is issued as a Sea Waybill, it will not be a document of title to the Goods.

- (2) "Carriage" means the whole or any part of the operations and service undertaken by the Carrier in respect of the Goods covered by the Bill.
- (3) "Carrier" means the party on whose behalf this Bill is issued, as well as the Vessel and/or her Owner, demise charterer (if bound hereby), the time charterer and an substituted or Underlying Carrier whether any of them is acting as Carrier or bailee.
- (4) "COGSA" means the United States Carriage of Goods by Sea Act, approved on April 16, 1936.
- (5) "Clean" means for Shipper's packed and sealed containers received in apparent good order and condition. In no circumstance a representation is made as to the weight, contents, measure, quantity, quality, description, condition, marks or value of the Goods thereof.
- (6) "Container" includes any ISO standard container, trailer, transportable tank, flat rack and/or other item of transportation equipment in conformance with ISO standards.
- (7) "Freight" includes all charges payable to the Carrier in accordance with the applicable Tariff and this Bill, including storage and demurrage.
- (8) "Goods" means the whole or any part of the cargo received from the Merchant and includes any equipment or

運送人自貨方處收到外表情狀明顯良好(另有註記除外)之全數貨櫃,或如貨物未裝載於貨櫃內,則為"件數或櫃數"欄位所載之總件數或其他船運單位為運送,於適用所有條件及條款(包括本證券背面條件條款及運送人費率表之條件條款)之情況下,從可適用之收受地或裝載港,運往可適用之卸載港或交貨地。

一經運送人請求,本證券應予繳還,以換取貨物或小提單。

於接受本證券時,如同貨方簽署本證券般,貨方同意接受本證券正面及背面之所有規定、除外、條件條款之拘束,無論是手寫、打字、蓋戳或印刷,以及無論任何是否與之相反之當地慣例或特權;貨方並此同意,有關本貨物運送之所有協議或運費約定應為本證券所取代。

1. 定義

下列名詞,無論是位於本證券之正面或背面,其意義如下:

- (1) "證券"意指(A)如本文件係以載貨證券為名簽發者,為載貨證券,或(B)如本文件係以海運單為名簽發者,為海運單。
- 被納入或訂入本證券之任何其他事項,如其係以海運單為簽發者,均不應被當作貨物所有權文件。
- (2) "運送"係指本證券所載之貨物,由運送人所進行作業或服務之全部或一部。
- (3) "運送人"係指代表簽發本證券之人,及船舶及其船舶所有人、光船租船人(如受拘束)、論時租船人及無論其是否以運送人或受託人地位為行為之履約運送人或次運送人。
- (4) "COGSA"係指美國1936年4月16日所批准之美國海上貨物運送條例。
- (5) "清潔"係指託運人包裝或上封條之貨櫃於收受時外表情況良好。惟任何情況下均不代表已說明貨物本身之重量、內容物、材積、數量、品質、狀況、唘頭或價值。
- (6) "貨櫃"包括合乎國際標準組織之貨櫃、拖車、可供運送之槽櫃、平板貨架及或其他合乎國際標準組織之運輸載具。
- (7) "運費"包括依可適用之費率表及本證券應支付給運送人之所有費用,包括存倉費及延滯費。
- (8) "貨物"係指自貨方處所收訖貨物之全部或一部,以及包括非由或代表

- Container(s) not supplied by or on behalf of the Carrier.
- (9) "Hague Rules" means the provisions of the International Convention for the Unification of Certain Rules Relating to Bills of Lading signed at Brussels on 25th August, 1924 and includes any amendments thereto including the Hague-Visby Amendments, 1968.
- (10) "Holder" means any Person for the time being in possession of this Bill (if issued as a Bill of Lading) to whom the property in the Goods has passed on, or by reason of the consignment of the Goods or the endorsement of this Bill or otherwise.
- (11) "Merchant" includes the shipper, Holder, consignee or receiver of the Goods or any Person owning or entitled to the possession of the Goods or this Bill and anyone acting on behalf of any such Person.
- (12) "Multimodal Transport" arises if the Place of Receipt and/or the place of Delivery are indicated on the face hereof in the relevant spaces.
- (13) "On Board" means the Goods are loaded On Board the ocean Vessel named in this Bill, or loaded On Board any of the first mode of transportation used or procured by the Carrier, or loaded on the facilities of any Underlying Carrier or Sub-Contractor for Carriage in accordance with the terms of this Bill.
- (14) "Person" includes an individual, group, company or other entity.
- (15) "Port-to-Port" arises if the Carriage is not Multimodal Transport.
- (16) "Sub-Contractor" includes owners and operators of Vessels (other than the Carrier), stevedores, slot chartered owners, terminal and groupage operators, Underlying Carrier, road and rail transport operators and any independent contractor employed by the Carrier in performance of the Carriage.
- (17) "Underlying Carrier" includes any water, rail, motor, air or other carrier utilized by the Carrier for any parts of the transportation the shipment covered by this Bill.
- (18) "Vessel" includes the Vessel named on the face hereof together with any ship, craft, lighter, barge, feedership, ferry or other means of transportation substituted in whole or in part, for the Vessel named on the face hereof.
- 運送人提供之任何設備或貨櫃。
- (9) "海牙規則"係指1924年8月25日於布魯塞爾簽署之統一某些載貨證券規則國際公約之海牙規則，以及包括1968年海牙威士比規則修正在內之任何修正。
- (10) "持有人"係指業獲貨物之財產權移轉、或因貨物之轉讓或本證券之背書轉讓或其他原因之任何現時占有本證券之人(如係以載貨證券為簽發)。
- (11) "貨方"包括託運人、持有人、受貨人或貨物之收受人、或任何擁有或有權佔有貨物或本證券之任何人、其任何該等之人之代表人。
- (12) "複合運送"係指本證券正面之收受地及或交貨地欄位有填具之場合。
- (13) "裝載上船"係指貨物裝載於本證券所列名之海船上，或裝載於運送人所使用或實施之第一種運送工具，或依據本證券規定裝載於任何次契約人或履約運送人之設備上。
- (14) "人"包括個人、團體、公司或其他實體。
- (15) "港對港"僅發生於非複合運送之運送場合。
- (16) "次契約人"包括船舶之所有人及營運人(運送人除外)、碼頭工人、艙間承租人、貨櫃站及併櫃營運人、履約運送人、陸運及鐵路運輸營運人及運送人為履行本運送所雇用之任何獨立契約履行輔助人。
- (17) "履約運送人"包括任何水運、鐵路運輸、機動車輛、航空或其他為運送人所運用作為本證券運送過程之任何部分。
- (18) "船舶"包括本證券正面所載明之船舶，以及任何船、艇、動力駁船、非動力駁船、集貨船、渡輪或全部或一部代替本證券正面所載船舶之其他運送方式。

2. CARRIER'S TARIFF

The terms and conditions of Carrier's applicable tariff are incorporated herein, including those provisions relating to Container and vehicle demurrage.

Copies of the relevant provisions of the applicable tariff are obtainable from the Carrier upon request. In the event of any inconsistency between this Bill and the applicable Tariff, this Bill shall prevail.

3. MERCHANT'S WARRANTY

The Merchant warrants that in agreeing to the terms hereof he is,

2. 運送人費率表

運送人所適用費率表之條件及條款，包括貨櫃及車輛延滯費應併入本證券中。

所適用費率表相關規定之影本可向運送人索取。如本證券與該適用費率表之間有規定不一致之處，本證券應優先適用。

3. 貨方擔保

貨主擔保於同意本證券條款之同時，其

or has the authority of, the person owning, or entitled to possession of the Goods and this Bill.

4. EXEMPTIONS AND IMMUNITIES OF SERVANTS, AGENTS, STEVEDORES AND OTHER SUB-CONTRACTORS.

- (1) The Carrier shall be entitled to sub-contract the whole of any part of Carriage on any terms whatsoever.
- (2) In contracting for the following exemptions and limitation of, and exoneration from, liability, the Carrier is acting as agent and trustee for all other Persons named in this clause. It is understood and agreed that, other than the Carrier, no Person, firm or corporation or other legal entity whatsoever (including the Master, officers and crew of the vessel, agents, Underlying Carriers, Sub-Contractors and/or any other independent contractors whatsoever utilized in the Carriage) is, or shall be deemed to be, liable with respect to the Goods as Carrier, bailee or otherwise. If, however, it shall be adjudged that any Person other than the Carrier is Carrier or bailee of the Goods, or under responsibility with respect thereto, then all exemptions and limitations of, and exoneration from, liability provided by law or by the terms in this Bill shall be available to such Person.
- (3) It is also agreed that each of the aforementioned Persons referred to in the preceding clause are intended beneficiaries, but nothing herein contained shall be construed to limit or relieve from liability to the Carrier for acts arising or resulting from their fault or negligent.

5. SCOPE OF THE VOYAGE

The intended carriage may include the use of Underlying Carriers and it is expressly agreed that the use of such Underlying Carriers shall not constitute a deviation. In this regard, the Carrier may at any time, and without notice to the Merchant, use any means of carriage or storage whatsoever, transfer the Goods from on conveyance to another, including transshipping or carrying the Goods on a Vessel other than that specified on the face hereof, proceed by any route in Carrier's discretion (whether or not the nearest or most direct, customary or advertised route) and proceed to, or stay at any place or port whatsoever, load and unload the Goods at any place or port (whether or not such port is named on the face of this Bill as the port of loading or the port of discharge) and store the Goods at any such place or ports, and/or comply with any orders or recommendations given by any government or local authority or any Person or body acting or purporting to act on behalf of such government or local authority.

The liberties set out in this clause may be involved by the Carrier for an purpose whatsoever, whether or not connected with the Carriage of the Goods, including loading or unloading other goods, bunkering, undergoing repairs, adjusting instruments, picking up or landing any Persons, (including but not limited to Persons involved with the operation or maintenance of the Vessel) and assisting Vessel(s) in all situations. Anything done

即為或已獲得授權為擁有或有權擁有貨物及本證券之人。

4. 受雇人、代理人、碼頭工人及其他次契約人之免責及豁免

- (1) 運送人有權將本運送之全部或一部以任何條件予以契約轉包。
- (2) 於契約轉包時，下列責任之除外、限制及免除，運送人係列於本條款所列載之所有人等之代理人及受託人之地位。謹此瞭解並協議，除運送人外，任何人、商號或公司或其他任何法律實體(包括船舶之船長、船副及船員、代理人、履約運送人、次運送人及或於本運送所運用之任何獨立契約履行輔助人)不應為或不應視為運送人、受託人或任何其他他人，就有關貨物事項為負責。然除運送人以外之任何人被認定為運送人或貨物之受託人或負有相關義務時，則所有法律或本證券所規定責任之除外、限制及免除規定，應適用於該人等。
- (3) 併此同意，前述條款所述之任何人為特意受益人，本證券任何規定均不應被解釋為限制或解除上述之人因其過失或疏忽行為應對運送人所負之責任。

5. 航程範圍

本預定之運送可能包括使用履行運送人，雙方明示同意使用履行運送人並不構成違約。於此，運送人得在無須通知貨方之情況下，於任何時間運用任何運輸或儲放方式，將貨物從一運送工具轉運至另一運輸工具，包括將貨物予以轉船或交由本證券正面所載船舶以外之船舶運送，依運送人所決定之任何航線行進(無論是否為最近或最直接之航路、習慣航路或廣告航路)，且前往或停留於任何地點或港口(無論該港口是否為本證券正面所載明之裝貨港或卸貨港)並將貨物儲放於該地點或港口，及或遵守任何政府或當地主管機關或代表該政府或當地主管機關之任何人或單位之任何命令或建議。

本條款所規定之自由權利，應涵蓋運送人為任何目的所為之事項，無論是否與貨物運送有關，包括裝卸其他貨物、加油、進行修理、設備調整、人員上下船(包括但不限於船舶營運或保養相關人員)及協助其他船舶之所有情況。依本條款所為之任何事項或因此所致生之任何運

in accordance with this clause or any delay arising therefrom shall be deemed to be within the contractual Carriage and shall not be a deviation.

6. LIBERTY CLAUSE

If at anytime the Carriage is, or is likely, to be affected by any situation which has given, or is likely to give rise to danger, injury, loss, delay, risk of capture, seizure or detention, or disadvantage of whatsoever nature to the Vessel, the Carrier, any Underlying Carrier or Sub-Contractor utilized in the Carriage of the Goods, or if such situation makes it in any way unsafe, impracticable or unlawful or against the interest of the Carrier or the Merchant to commence or continue the Carriage of the Goods, the Carrier may, at any time, in its sole discretion:

- (1) Unpack the Container(s) or otherwise dispose of the Goods in such way as the Carrier may deem advisable at the risk and expense of the Merchant;
- (2) Carry the Goods to the contracted port of discharge of place of delivery, whichever is applicable, by any alternative route or means of transportation to that indicated in this Bill or that which is usual for Goods consigned to that port of discharge or place of delivery and any such additional Freight and charges shall be for the Merchant's account;
- (3) Suspend the Carriage of the Goods and store them ashore or afloat upon terms of this Bill and endeavor to forward them as soon as possible, but the Carrier makes no representations as to the maximum period of suspension of the Carriage. Any additional Freight or charges shall be for the account of the Merchant; or
- (4) Abandon the Carriage of the Goods and place them at the Merchant's disposal at any place or port which the Carrier may deem safe and convenient, whereupon the Carrier's responsibility in regard to the goods shall cease. Notwithstanding the abandonment, the Carrier shall nevertheless be entitled to full freight on the goods, and the Merchant shall pay any additional costs of the carriage to, and delivery and storage at such place or port.

The situations referred to in this Clause 6 shall include, but shall not be limited to, those caused by the existence or apprehension of war, whether declared or undeclared, hostilities, warlike or belligerent acts or operations, riots, civil commotions or other disturbances, storm, flood, earthquake or any other act of God; closure of, obstacle in or danger to any canal; blockade of port or place of interdict or prohibition of restriction on commerce or trading; quarantine, sanitary or other similar regulations or restrictions; strikes, lock outs or other labor troubles whether partial or general; congestion of port, wharf, sea terminal, or the facilities or any Sub-Contractor or Underlying Carriers used in the Carriage covered by this Bill.

7. CARRIER'S RESPONSIBILITY AND CLAUSE PARAMOUNT.

- (1) **Port-to-Port Shipment** - when loss or damage has occurred between the time of loading the Goods by the Carrier, or any Underlying Carrier, at the port of loading the time of

延應視為本契約運送範圍內，不得被認定為違約。

6. 自由權條款

於任何時間，運送因或可能因任何狀況之影響而遭致或可能遭致危險、傷害、損失、遲延、捕獲風險、扣押或遭滯留，或任何本質上不利於船舶、運送人、任何履約運送人或次運送人從事貨物之運送，或如該情況造成不安全、不實際或不合法或不利於運送人或貨方開始或繼續貨物之運送者，運送人得於任何時間自由為下列作為：

- (1) 以運送人認為適當之方法並以貨方之風險及費用將貨櫃予以開啟或為貨物之任何處置；
- (2) 以任何可行之替代航路或運送方式，將貨物運往本證券所指定之卸貨港或交貨地，或運往貨物得通常被指定之卸貨港或交貨地，任何額外增加的運費及費用由貨方負擔；
- (3) 暫停貨物運送，並將其儲放於岸上或依本證券之規定儲放於海上，後再儘快安排其轉運，然運送人無須說明運送暫停之最長期間。任何額外運費及費用應由貨方負擔；或
- (4) 放棄貨物運送，並將貨物置放於運送人認為安全及方便且可由貨方處置之任何地點或港口，此時運送人對於該貨物之義務即行終止。無論是否放棄運送，運送人無論如何均有權主張該貨物之全額運費，且將貨物運往或交付及儲放於該地點或港口之任何額外費用，應由貨方負擔。

本第6條應包括但不限於存在或憂慮下列因素所致之情況：戰爭(不論宣戰與否)、敵對行為、戰備行為或武力行為或行動、騷亂、民變或其他滋擾行為、暴風、洪水、地震或任何其他天災；任何運河之關閉、阻礙或危險；港口或地點之封鎖、商業或貿易之限制、禁止；檢疫、衛生或其他類似規定或限制；罷工、閉廠或其他勞動爭議(無論是區域性或一般性)；港口、碼頭、海運轉運站或設施或本證券為憑之運送所利用之任何次契約人或履約運送人等之擁擠。

7. 運送人義務及至上條款

- (1) **港對港運送**—貨物由運送人或任何履約運送人於裝貨港裝貨，以迄由運送人或任何履約運送人於卸貨港

discharge by the Carrier, or any underlying Carrier, at the port of discharge, the responsibility of the Carrier shall be determined in accordance with Hague Rules or any national law making the Hague Rules, or any amendments thereto including the Hague-Visby Amendments, compulsorily applicable to this Bill. The Carrier shall be under no liability whatsoever for loss of, or damage to, the Goods, however occurring, if such loss or damage arises prior to loading on to, or subsequent to the discharge from, the Vessel. Notwithstanding the foregoing, in the event that any applicable compulsory law provides to the contrary, the Carrier shall have the benefit of every right, defense, limitation and liberty set forth in the Hague Rules as applied by this Clause during such additional compulsory period of responsibility. Notwithstanding the preceding provision, in the event that this Bill covers shipments to or from the United States, then COGSA shall be compulsorily applicable and shall (except as may be otherwise specifically provided elsewhere herein) also govern before the Goods are loading on and after they are discharged from the Vessel provided, however, that the Goods at said times are in the actual custody of the carrier or any Underlying Carrier or Sub-Contractor.

(2) Multimodal Transport –

- (A) With respect to Multimodal Transportation from, to, or within the United States, when the Goods are in the custody of the Carrier, or any Underlying Carrier, such Multimodal Transport will be governed by the provisions of Clause 7(1).
- (B) In the event Clause 7(1) is held inapplicable to such Multimodal Transportation from, to or within the United States then the Carrier's liability will be governed by and be subject to the terms and conditions of the Underlying Carrier's Bill and/or, where applicable, the ICC Uniform Bill of Lading together with the Underlying Carrier's Tariff which shall be incorporated herein as if set forth at length. Notwithstanding the foregoing, in the event there is a private contract of Carriage between the Carrier and any Underlying Carrier, such Multimodal Transportation will be governed by the terms and conditions of said contract which shall be incorporated herein as if set forth at length and copies of such contract(s) shall be available to the Merchant at any office of the Carrier upon request.
- (C) With respect to all water Multimodal Transport outside the United States where COGSA is not compulsorily applicable, then the Hague Rules shall apply as per Clause 7(1).
- (D) With respect to road Carriage between countries in Europe, liability shall be determined in accordance with the Convention on the Contract for the International Carriage of Goods by Road ("CMR"), dated May 19, 1956; and during rail Carriage between countries in Europe according to the International Agreement on Railway Transports ("CIM"), dated February 25, 1961.
- (E) With respect to rail or road transportation within a State other than the United States, then liability shall

卸貨之期間，發生滅失或毀損者，運送人責任應依強制適用於本證券之海牙規則或任何採用海牙規則之任何國家法律或其任何修正，包括海牙威斯比規則。運送人不負責貨物於裝載上船以前或從船舶卸載後無論任何原因所致之滅失或毀損。無論前述規定為何，任何應適用之強制法律有相反規定者，運送人仍應享有本條款於該強制責任適用時間所適用之海牙規則所規定之所有權利、抗辯、責任限制及自由權。無論前述規定為何，如本證券係涵蓋進出美國之運送，則應強制適用美國海上貨物運送條例(本證券另有特別規定者除外)，且亦適用貨物裝載上船前及從船上卸載後之期間，然以該貨物於該期間實際處於運送人或任何履約運送人或次契約人監管之下為限。

(2) 複合運送 –

- (A) 有關進、出美國及於美國境內之複合運送，於貨物處於運送人或任何履約運送人監管期間，該複合運送應依第7條(1)項規定處理。
- (B) 如第7條(1)項規定被判定不適用於該進、出美國及於美國境內之複合運送時，則運送人責任即應受及應依照履約運送人證券，及或於可適用時，依照併入履約運送人費率表之國際商會統一載貨證券(一如該費率表完整併入該載貨證券般)之條件及條款。無論前述規定為何，如運送人及任何履約運送人間有一私訂契約，則該複合運送應受該契約規範，一如該契約完整併入本證券般，該契約副本於運送人任何辦公處所均可供貨方隨時索閱。
- (C) 有關美國以外的水運複合運送，如海上貨物運送條例不強制適用，則依第7條(1)項規定適用海牙規則。
- (D) 有關歐洲國家間之公路運送，責任應依1956年5月19日國際道路貨運公約(CMR)，歐洲國家間之鐵路運送，則依據1961年2月25日國際鐵路運輸協定(CIM)。
- (E) 有關美國以外一國境內之鐵路、公路運輸，責任依據該國

be determined in accordance with internal law of such State and/or any International Convention which is compulsorily applicable by the laws of such State. In the absence of such laws or conventions then the provisions of Clause 7(2)(F) will apply.

- (F) In the event the provisions of this sub-section 7(2)(A-E) are held inapplicable to any aspect of the Carriage covered by this Bill whether by local law or International Convention or otherwise, the Carrier shall nevertheless be relieved of liability for loss or damage occurring during the Carriage if such loss or damage was caused by any cause or event which Carrier could not avoid and the consequences whereof he could not prevent by the exercise of reasonable diligence.
- (3) **Unknown Liability** - When it cannot be established in whose custody the Goods were when the loss or damage occurred, it shall be conclusively presumed to have occurred during sea Carriage and any liability thereof shall be governed as provided in Clause 7(1) hereof.
- (4) **Extent of Liability** - In any event, the liability of the Carrier shall under no circumstances whatsoever be greater than that of the Sub-Contractor under said Sub-Contractor's contract with the Carrier and the Carrier shall be entitled to all rights, defences, limitations and exemptions from liability contained therein.
- (5) **Subrogation** - When any claims are paid by the Carrier to the Merchant, the Carrier shall be automatically subrogated to all rights of the Merchants against all others, including Underlying Carriers, on account of such loss or damage.
- (6) **Conflict of Law** - In the event the Carriage covered by this Bill is subject to two or more compulsory national laws, then the national law of the jurisdiction in which any action is brought shall be applicable.

8. CONTAINER PACKED BY CARRIER.

Where the goods, receipt of which is acknowledged on the face of this Bill, are not already contained in Container(s) at the time of such receipt, the Carrier shall be at liberty to pack and carry such Goods in Containers.

9. CONTAINER PACKED BY MERCHANT - RESPONSIBILITY.

Where the Goods have been packed into Container(s) by or on behalf of the Merchant, it is mutually agreed that,

- (1) Any statement of this Bill relating to marks and numbers, number and kind of packages, description, quantity, quality, weight, measure, nature, kind, value, or other particulars of the contents of such Container(s) are as furnished by the Merchant and are unknown to the Carrier and the Carrier accepts no liability in respect thereof. The acknowledgement of the Carrier is confined to the number and apparent order and condition of Container(s).
- (2) The Merchant accepts complete responsibility for the

之國內法或該國強制適用之國際公約定之。如無該國內法或公約，則適用第7條2項F款規定。

- (F) 如前述第7(2)(A-E)各款規定被判定不適用於本證券為證之任何運送事項，無論是依當地法或國際公約或其他，如滅失或毀損或其後果為運送人善盡合理注意仍無法避免之任何原因或事件所致，運送人無論如何均解除有關運送期間所發生之滅失或毀損之責任。
- (3) **責任不明**—無法確定貨物滅失或毀損發生於何人監管之下，即應推定為海上運送期間發生，與其有關之任何責任依第7條(1)項規定處理。
- (4) **責任範圍**—運送人責任在任何情況下不得高於次契約人與運送人間之契約之次契約人之責任，且運送人有權主張該契約所規定之所有權利、抗辯、責任限制及免責。
- (5) **代位求償**—如運送人已賠付任何求償給貨方，就該滅失或毀損，運送人應自動代位取得貨方得向所有其他人(包括履約運送人)可得主張之所有權利。
- (6) **法律衝突**—如本證券為證之運送涉及二以上國內法之強制適用時，則適用訴訟提起地之管轄地法律。

8. 運送人裝櫃

運送人於收受本證券正面所載貨物時，如該貨物尚未裝入貨櫃，運送人得自由將該貨物裝入貨櫃為運送。

9. 貨方裝櫃-義務

貨物為貨方或代表貨方裝填入櫃時，雙方協議如下：

- (1) 本證券有關貨櫃內裝貨物之任何記載如標誌、號碼、包裝之數量、貨物之品名、數量、品質、重量、體積、性質、種類、價值以及其他事項均為貨方所提供，運送人不知上開資料及不接受任何責任，運送人承認範圍僅限於貨櫃號碼及其外表情狀。
- (2) 貨方接受依據本證券條款有關下列

packaging, securing, and stuffing of the contents of the Container(s), the closing and sealing of the Container(s) and the fitness of the Container(s) and the contents thereof for Carriage in accordance with the terms of this Bill. The Merchant hereby undertakes to indemnify the Carrier against any loss, damage, expense, liability, penalty and fine directly or indirectly suffered by the Carrier arising from any improper or inadequate packing, stuffing, securing, closing or sealing, or in fitness of the Container(s) or the contents thereof.

- (3) The Carrier shall be at liberty to inspect the Goods without notice at any time or place.
- (4) Container(s) shall be properly sealed and the seal identification reference as well as the Container(s) reference shall be shown herein. If the container(s) are delivered from the Carrier with seals intact, the Carrier shall not be liable for any loss or damage to the Goods unless it is proven that such loss or damage was caused by Carrier's negligence. In case the seal of the container(s) is broken by Customs or other governmental authorities for inspection of the Goods, the Carrier shall not be liable for any loss or damage or any other consequences arising or resulting therefrom.
- (5) The Merchant is obliged to clean the Container(s) at his expense before redelivery to the Carrier so that they are suitable for further service. If the Merchant fails to redeliver the Container(s) as aforesaid, all charges in connection herewith shall be borne by Merchant.

10. CARRIER'S CONTAINER - MERCHANT'S RESPONSIBILITY

- (1) The Merchant shall inspect the Container(s) which are lent, leased, or in any way furnished by the Carrier before the Goods are packed into such Container(s), and the Container(s) so packed by the Merchant shall be deemed to have been accepted by him in good order and suitable condition for the purpose of Carriage contracted herein unless the Merchant provides written notice or remarks in writing concerning the condition of the Container(s) Unless such written notification is given, Merchant is precluded from filing claim against the Carrier for any loss or damage to the Goods by reason of insufficient or unsound condition of the Container(s).
- (2) The Merchant shall assume full responsibility and indemnify the Carrier for any loss or damage to the Carrier's Container(s) and/or other equipment which occurred while in his possession or in possession of his agents or carriers engaged by or on behalf of the Merchant.
- (3) The Carrier shall not, in any event, be liable for, and the Merchant shall indemnify and hold the Carrier harmless from and against, any loss or damage to property of other Persons or injuries to other Persons occurring while Carrier's Container(s) is in the possession of, or being used by the Merchant, or the Merchant's agents or inland carriers engaged by or on behalf of the Merchant.

運送事項之完全責任：櫃內貨物之包裝、繫固及內容物裝填、貨櫃之關閉及上封、貨櫃之適載性及其內容物。貨方謹此擔保會賠償運送人因不當及不足包裝、裝填、繫固、關櫃或封櫃、或貨櫃適載性或其內容物所致運送人直接或間接蒙受之任何損失、損害、費用、責任、罰款及罰金。

- (3) 運送人得不經通知於任何時間、地點自由地檢查貨物。
- (4) 貨櫃應封上適當之封條，封條號碼及貨櫃號碼應記載於本證券。若貨櫃自運送人處提領時封條完整，除經證明貨物之減失或毀損係因運送人過失所致，運送人不負責貨物之任何減失或毀損。若貨櫃封條因海關或其他政府機關為檢查貨物而撤除，運送人不負責因此所生或所致之任何減失或損害或任何其他後果。
- (5) 貨方有義務於交還貨櫃給運送人前，以自己費用清空貨櫃以使貨櫃適於下次服務使用。若貨方未能依前述規定交還貨櫃，所有相關費用應由貨方負擔。

10. 運送人貨櫃－貨方義務

- (1) 於將貨物裝入運送人所借用、租用或以任何方式所提供之貨櫃前，貨方應檢查該貨櫃。若貨方為貨櫃裝填時如未將櫃況以書面通知或於書面上為註記，應視為貨方所接受之貨櫃係屬良好狀態，並適於本契約所約定之運送目的。除提出該書面通知外，因貨櫃之不足或不良情況所致貨物之任何減失或毀損，貨方不得向運送人請求賠償。
- (2) 運送人之貨櫃或其他設備，於貨方、貨方之代理人或受僱於或代理貨方之內陸運輸人保管期間所發生之減失或毀損，貨方應承擔全部責任並賠償運送人。
- (3) 貨櫃為貨方或貨方之代理人或貨方所雇用或代表貨方之內陸運送人之占有或使用期間所生或對其主張之其他人財物之減失或毀損或對其他人員之傷害，運送人在任何情況下均不負責，且貨方應賠償並使運送人不受損害。

11. SPECIAL CONTAINERS AND PERISHABLE GOODS. 11. 特殊貨櫃及易腐貨物

Unless specially requested by the Merchant in writing, the Carrier is not required to provide anything other than a 20 or 40 foot standard dry Container(s). In the event the Carrier agrees to carry the Goods in a special Container(s) such as a refrigerated, heated or insulated Container(s), Goods of a perishable nature shall be carried in such dry Container(s) without special protection, services or other measures unless it is noted on the reverse side of this Bill that the Goods will be carried in a refrigerated, heated, electrically ventilated or otherwise specially equipped Container(s). The Merchant is required to give written notice of requested temperature settings of the thermostatic controls before receipt of the Goods by the Carrier. When a loaded Container(s) is received, the Carrier will verify that the thermostatic controls are set to maintain Container(s) temperature as requested. The Merchant is responsible for bringing the Goods to the proper temperature before loading the Goods into the Container(s), for the proper stowage of the goods within the Container(s), for setting the temperature (including maintenance and repair) during all times before the Container(s) are delivered to the Carrier and after they are delivered by the Carrier. The Carrier is not responsible for produce deterioration caused by inherent vice, defects in the merchandise or transit times in excess of the produce shelf life. The Merchant is specifically advised that refrigerated, heated, specially ventilated or otherwise specially equipped Container(s) are not equipped to change the temperature of Goods, but solely to maintain the temperature as received from the Merchant. The Carrier is unable to determine whether the Goods were at the proper temperature when they were loaded into the Container(s) or when the Container(s) was delivered to the Carrier. Carrier shall be deemed to have fulfilled its obligations under this Bill, and shall have no liability whatsoever, if the goods are carried in a range of plus or minus 2.5 degrees centigrade (4.5 degrees Fahrenheit) in regard to any carrying temperature designated in writing by the Merchant in this Bill.

Goods subject to deterioration or damage by extremes of heat and/or cold which are shipped by Merchant in standard dry Container(s) rather than in refrigerated or temperature controlled Container(s) which can be supplied by the Carrier are carried at Merchant's risk and Carrier assumes no liability whatsoever resulting from Merchant's acts or omissions in failing to request the proper Container(s).

12. STOWAGE ON DECK

- (1) The Carrier has the right to carry the Goods in Container(s) on deck, whether the Container(s) are owned or leased or have been packed or stuffed, by or on behalf of the Merchant or the Carrier. When Goods in Container(s) are carried on deck, the Carrier is not required to specially note, mark or stamp any statement of on deck Carriage on the face hereof, any custom to the contrary notwithstanding. The Goods so carried shall be subject to the applicable legislations as provided for in the Clause Paramount hereof.
- (2) Notwithstanding clause 12(1) above in the case of Goods which are stated on the face hereof as being carried on deck

除貨方以書面特別要求外，運送人不應被要求提供20或40呎標準乾貨櫃以外之其他櫃種。如運送人同意以其他特殊貨櫃運送貨物，例如冷凍櫃、加溫櫃或隔熱櫃，除本證券特別註記貨物應以冷凍、加溫、電力通風或其他特別貨櫃為運送外，具易腐性質之貨物仍將以乾貨櫃為運送，不提供任何防護、服務或其他措施。於運送人接收貨物前，貨方應書面通知溫度調節控制所需之設定溫度。運送人於收到重櫃時，得確認溫度調節控制係設定於維持所需之溫度上。貨方有義務於貨物裝填入貨櫃前，使貨物達到適當溫度、使貨物於櫃內為適當堆放、於貨櫃交給運送人及從運送人處提領後之所有時間維持所設定之溫度(包括維持及修復)。運送人不負責因貨物內在瑕疵、商品缺陷或運送時間超過產品耐儲時間所致之產品變質。謹此特別通告貨方，冷凍、加溫、特別通風或其他特殊裝備之貨櫃並不具變更貨物溫度功能，其僅能維持從貨方所收到之溫度而已。當貨物被裝入貨櫃或於貨櫃交付給運送人時，運送人無法確定貨物是否處於適當溫度之下。如貨物運載溫度介於貨方於本證券書面所指定運載溫度上下攝氏2.5度(或華氏4.5度)之內，運送人應被視為已完全履行其於本證券下之義務，而無須負擔任何責任。

貨方將貨物裝載於標準乾櫃，而非裝載於運送人可得提供之冷凍貨櫃或溫控貨櫃，應由貨方自行承擔貨物變質或過熱或過冷損害之風險，因貨方未能要求適當貨櫃之作為或不作為所致生之任何責任，運送人不予承擔。

12. 甲板裝載

- (1) 運送人有權將貨櫃貨物裝載於甲板上運送，無論貨櫃為自有或租用或係由貨方或運送人或其代理人包裝或裝填。貨櫃貨物如係裝載於甲板上為運輸時，不論是否有任何相反之習慣，運送人均無需於本證券正面為特別註記、標示或印戳任何甲板上裝載之聲明。甲板上裝運之貨物，應適用本證券「至上條款」所規定適用之法律。
- (2) 無論前第 12 條(1)項規定為何，如本證券正面記載貨物係裝載於甲板上且

and which are so carried, the Hague Rules shall not apply and the Carrier shall be under no liability whatsoever for loss, damage or delay, howsoever arising.

為如此運送者，海牙規則即不再適用，且運送人無論如何均不負擔無論任何原因所致生之滅失、毀損或遲延。

13. LIVE ANIMAL, PLANTS AND PERISHABLE GOODS

The Carrier shall not be responsible for any accident, disease, mortality, loss of or damage to live animals, birds, reptiles, fish, plants and perishable Goods arising or resulting from any cause whatsoever including the Carrier's negligence or the Vessel's unseaworthiness, and shall have the benefit of all the provisions of this Bill.

13. 活動物、植物及易腐貨品

運送人不負責活動物、鳥類、爬蟲類、魚類、植物及易腐貨品，無論任何原因包括運送人過失或船舶不適航性所致或所生之任何意外、疾病、死亡、滅失或損害，且運送人仍享有本證券所有規定之利益。

14. DANGEROUS GOODS AND CONTRABAND

- (1) The Carrier undertakes to carry the Goods of an explosive, inflammable, radioactive, corrosive, damaging, noxious, hazardous, poisonous, injurious or dangerous nature only upon the Carrier's acceptance of a prior written application by the Merchant for the Carriage of such Goods. Such application must accurately state the nature, name, label, and classification of the goods as well as the method of rendering them innocuous, with the full names and addresses of the Merchant.
- (2) The Merchant shall undertake to ensure that the nature of the goods referred to in the preceding paragraph is distinctly and permanently marked and manifested on the outside of the Goods and Container(s) and shall also undertake to submit the documents or certificates required by any applicable statutes or regulations or by the Carrier.
- (3) Whenever the Goods are discovered to have been received by the Carrier without complying with the foregoing or the Goods are found to be contraband or prohibited by any law or regulations of the port of loading, discharge or call or any place or waters during the Carriage, the Carrier shall be entitled to have such Goods rendered innocuous, thrown overboard or discharged or otherwise disposed of at the Carrier's discretion without compensation and the Merchant shall be liable to indemnify the Carrier against any kind of loss, damage or liability including loss of freight, and any expenses directly or indirectly arising out of resulting from such Goods.
- (4) The Carrier may exercise or enjoy the right or benefit conferred upon the Carrier under the foregoing whenever it is apprehended that the Goods received in compliance with the terms of this clause may seem likely to become dangerous to the Carrier, Vessel, Goods, Underlying Carriers, Sub-Contractors, Persons and/or other property. The Carrier has the right to inspect the contents of the Container(s) and the Goods carried therein at any time and anywhere without the Merchant's agreement and at the risk and expense of the Goods.

14. 危險貨品及違禁物品

- (1) 於貨方事先提出書面申請，並經運送人同意後，運送人承諾運送具爆炸性、自燃性、放射性、腐蝕性、有害性、有毒性、具傷害性或危險性質之貨物。該申請應確切說明貨物之性質、名稱、標籤及等級分類，以及其無害裝載之方式，並註明貨方全名及地址。
- (2) 貨方擔保前項所載貨物之性質，已清楚且永久性地標示或顯示於包裝或貨櫃外部，且擔保會提供任何可適用之法令規章或運送人所要求之文件或證書。
- (3) 若運送人發現所接受之貨物不符合上述申報，或發現貨物為違禁品或為卸載港或運送途中任何地點或水域之法律所禁止者，運送人有權使貨物為無害、拋海、卸載或其他方式處理，而無須給予貨方任何補償，且貨方應負責賠償運送人因此所蒙受任何性質之滅失、損害或責任，包括運費損失及該項貨物直接或間接所發生之任何處置費用。
- (4) 依本條款規定所收受之貨物，若擔憂隨時對運送人、船舶、貨物、履約運送人、次運送人、人員或其他財產構成危險時，運送人得行使或享有前述賦予運送人之權利或利益。運送人在無需獲得貨方之同意下，以貨物之風險及費用，有權隨時隨地檢查貨櫃及其內貨載之內容物。

15. VALUABLE GOODS

The Carrier shall not be liable to any extent for any loss of or damage to or in connection with platinum, gold, silver, jewelry, radioisotopes, precious metals, precious stones, precious chemicals, bullion, specie, currencies, securities, negotiable instruments, writing, documents, pictures, embroideries, works of art, curios, heirlooms, collections of every nature or any other valuable goods whatsoever including Goods having particular value only for the Merchant, unless the true nature and value thereof have been declared in writing by the Merchant before receipt of the Goods by the Carrier and inserted in this Bill and unless ad valorem freight shall have been fully prepaid thereon.

16. LOSS, CONDENSATION, ETC.

It is agreed that superficial rust, oxidation or condensation inside the Container(s) or any like condition due to moisture is not the responsibility of the Carrier, unless said condition arises out of Carrier's failure to provide a seaworthy Container to the Merchant prior to loading. If the Merchant requires special arrangements or care for the Carriage of such Goods, he must request same in writing to the Carrier and said arrangements must be noted on the face of this Bill and all special Freight, as required, must be paid by the Merchant.

17. GOVERNMENT REGULATION AND PENALTY

The Merchant shall comply with all regulations or requirements of Customs, Government authorities, port and other authorities, and shall bear and pay all duties, taxes, fines, impose, expenses or losses incurred or suffered by reason of any failure to comply with such regulations, or by reason of any illegal, incorrect, or insufficient marking, number or addressing of the Goods, or the discovery of any drugs, narcotics, stowaways or other illegal substances within Container(s) packed by the Merchant or inside Goods supplied by the Merchant, and shall indemnify the Carrier in respect thereof.

18. NOTIFICATION AND DELIVERY

- (1) Any mention in this Bill of parties to be notified of the arrival of the Goods is solely for information of the Carrier, and failure to give such notification shall not involve the Carrier in any liability nor relieve the Merchant of any obligations hereunder.
- (2) The Merchant shall take delivery of the Goods within the time provided for in the Carrier's applicable Tariff.
- (3) If the Merchant fails to take delivery of the Goods, or any part thereof, in accordance with this Bill, the Carrier may without notice remove the Goods, or that part thereof, ashore, afloat, in the open or undercover. Such storage shall constitute due delivery hereunder, and thereupon all liability whatsoever of the Carrier in respect of the Goods, or that part thereof, shall cease.

15. 貴重物品

除貨方將貨物送交運送人前已書面申報貨物之性質及價值並於本證券上予以載明且已預先繳付報值運費外，運送人對於白金、黃金、白銀、珠寶、放射性同位素、貴金屬、寶石、貴重化學物品、金銀條、硬幣、貨幣、債券、可轉讓證券、書面、文件、照片、刺繡、工藝品、古董、傳家寶、任何性質之收藏品、以及其他貴重物品，包括對貨方有特別意義價值之物品之滅失或毀損，均不負賠償責任。

16. 損失、水氣凝結等

謹此協議，運送人不負責因潮濕而於貨櫃內部所產生之表面鏽蝕、氧化或水氣凝結或任何類似情況，然該狀況係因運送人疏於裝貨前提供貨方一適載貨櫃所致生者除外。如貨方針對貨物運送有特別要求或注意，該要求應以書面通知運送人並將該安排註記於本證券正面，且一經請求，貨方應支付所有特別運費。

17. 政府規定及罰款

貨方應遵守海關、政府機關、港口或其他機關之所有規定或要求，且應負擔並支付因疏於遵守該規定或因貨物之任何非法、或標示、數量及地址不正確或不清、或於貨方所裝填之貨櫃內或貨方所提供之貨物內發現任何毒品、精神調理藥品、偷渡客或其他非法物品所致生或蒙受之所有稅捐、賦稅、罰金、負擔、費用或損失，且應賠償運送人就此所致生之損失。

18. 通知及交貨

- (1) 本證券上任何述及會給予貨到通知之人，僅供運送人資料參考之用，未為通知不僅無涉運送人任何責任，且不解除貨方於本證券下之任何責任。
- (2) 貨方應於運送人適用之費率表所規定之期限內提領貨物。
- (3) 如貨方未依本證券規定為全部或一部貨物之提領，運送人得不經通知，將貨物之全部或一部搬移、或將其全部或一部予以上岸或於海上以未覆蓋或覆蓋方式予以儲倉。該儲倉應構成貨物交付，且運送人有關該貨物之全部或一部之所有責任即行解除。

- (4) The Merchant's attention is drawn to the stipulations concerning free storage time and demurrage contained in the Carrier's applicable Tariff, which is incorporated in this Bill.

- (4) 貨方應注意併入本證券之運送人所適用之費率表中有關免費儲倉期間及延滯費之規定。

19. FREIGHT AND CHARGES

- (1) Freight shall be payable at Carrier's option, on gross intake weight or measurement, or gross discharge weight or measurement, or an ad valorem basis, or per Container or package or customary freight unit basis or any other applicable rate as set forth in Carrier's Tariff. Freight may be calculated on the basis of the description of the Goods furnished by the Merchant, but Carrier may at any time, weight, measure and value the Goods and open packages or customary freight unit to examine contents. In case the Merchant's description is found to be erroneous and additional Freight is payable, the Goods shall be liable for any additional freight and expense incurred in examining, weighing, measuring, fumigating, and valuing the Goods.
- (2) Full Freight to the port of discharge or, in case of through transportation to place of delivery named herein and all other charges against the Goods shall be considered completely earned on receipt of the Goods by the Carrier or Underlying Carrier as the case may be, whether the Freight or charges be prepaid or be stated or intended to be prepaid or to be collected at port of discharge or destination or subsequently, and the Carrier shall be entitled absolutely, to all Freight and charges, and to receive and retain them under all circumstances whatever, whether the Vessel and/or the Goods are lost or not lost, or whether the voyage changed, broken up, frustrated or abandoned.
- (3) All Freight and charges shall be paid in full and without any offset, counterclaim or deduction, in the currency named in this Bill or, at the Carrier's option, in its equivalent in local currency at bank demand rates of exchange in New York as of the date payment of Freight shall be due hereunder. Any error in Freight or in charges or in the classification herein of the Goods is subject to correction, and if on correction, the Freight or charges are higher, Carrier may collect the additional amount.
- (4) The Merchant and Goods shall be jointly and severally liable to Carrier for the payment of all Freight, demurrage, General Average, salvage and other charges, including but not limited to court costs, expenses and reasonable attorney's fees incurred in collecting sums due Carrier. Payment of ocean Freight and charges to a freight forwarder, broker or anyone other than the Carrier, or its authorized agent, shall not be deemed payment to the Carrier and shall be made at payer's sole risk.

19. 運費及費用

- (1) 運費支付應依運送人所擇定方式為之，或依收貨總重量或材積、或總卸貨重量或材積、或依報值基礎、或每一貨櫃或每一件或習慣性運費單位基礎或運送人費率表所規定之任何其他可適用之費率。運費得依據貨方所申報之貨品說明計算之，然運送人得於任何時間進行貨物之秤重、測量及鑑價，並打開包裝或習慣性運費單位以檢查其內容。如發現貨方之貨物說明有誤且應支付額外運費時，貨物即應支付該額外運費，以及為貨物之檢查、秤重、測量、消毒及鑑價所生之費用。
- (2) 於卸貨港或如轉運至所約定之交貨地之全額運費，及有關貨物之所有其他費用，於運送人或履約運送人(如有)收受貨物時，無論該運費或費用為預付或載明或即將預付或於卸貨港或目的地或後來階段到付，均應視為全額賺取，且運送人有絕對權力主張全額運費及費用，並於任何情況均得收取及保留該運費及費用，而無論船舶及或貨物全損或未全損、或航程是否變更、停止、中挫或放棄。
- (3) 所有運費及費用應以本證券所約定之貨幣或依運送人意見，依本條運費到期付款日之紐約銀行貼現匯率等值之當地貨幣，全額支付之，而不得有任何抵銷、反求償或扣減。運費或費用或貨物計費類別如有錯誤，應予以更正，且如於更正後，運費或費用更高者，運送人得收取該超出金額。
- (4) 所有運費、延滯費、共同海損、救助及其他費用，包括但不限於法院訴訟費用、花費及運送人為取得這些金額所合理發生之律師費用，貨方及貨物應對運送人負連帶支付責任。支付給承攬運送人、報關行或運送人以外之任何人或其授權之代理人之海運運費及費用，不應視為已支付給運送人，且應為付款人自己之風險。

20. GENERAL AVERAGE AND SALVAGE

- (1) General average shall be adjusted, stated and settled at any port or place at the Carrier's option according to the York-Antwerp Rules 1994, and as to matters not provided for in these rules according to the laws and usages of the

20. 共同海損及救助

- (1) 共同海損應依 1994 年約克安特衛普規則於運送人所決定之任何港口或地點，及運送人所擇定之貨幣，進行理算、刊行理算報告及解決；就

port or place of adjustment, and in the currency selected by the Carrier. Average agreement and bond, together with such additional security as may be required by the Carrier, shall be furnished before delivery of the Goods.

- (2) In the event of accident, danger, damage or disaster before or after commencement of the voyage resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequences of which, the Carrier is not responsible by statute, contract or otherwise, the Goods and the Merchant jointly and severally shall contribute with the Carrier in general average to the payment of any sacrifices, losses or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect to the goods. If a salving Vessel is owned or operated by the Carrier, salvage shall be paid for as fully and in the same manner as if such salving Vessel or Vessels belonged to strangers. In the event the Master considers that salvage services are needed, the Merchant agrees that the Master may act as his agent to procure such services to the Goods and that the Carrier may act as his agent to settle salvage remuneration.

21. BOTH TO BLAME COLLISION

If the Vessel comes into collision with another Vessel as a result of the negligence of another Vessel and any act, neglect or default of the master, Marine, pilot or the servants of the owner of the Vessel and in the navigation or in the management of the Vessel, the Merchant shall indemnify the Carrier against all loss or liability which might incur directly or indirectly to the other or non-carrying Vessel or her owners insofar as such liability represents loss of or damage to his goods or any claim whatsoever of the Merchant paid or payable by the other or non-carrying Vessel or her owners to the Merchant and set-off recouped or recovered by the other or non-carrying Vessel or her owners as part of their claim against the carrying Vessel or the owner thereof. The foregoing provisions shall also apply where the owners, operators or those in charge of any Vessel or Vessel or objects other than, or in addition to, the colliding Vessel or objects are at fault in respect of a collision or contract.

22. NOTICE OF CLAIM AND TIME FOR SUIT

Unless notice of loss of damage and a general nature of such loss or damage be given in writing to the Carrier at the port of discharge or place of delivery before or at the time of delivery of the Goods, or, if the loss or damage be not apparent, within three days after delivery, the Goods shall be deemed to have been delivered as described in this Bill. In any event the Carrier shall be discharged from all liability in respect of non-delivery, mis-delivery, delay, loss or damage unless suit is brought within one year after delivery of the Goods or the date when the Goods should have been delivered.

該理算規則未規定之事項，應適用理算港或理算地之法律及實務。共同海損協議及保證金，及運送人所要求之額外擔保，應於貨物交付前提交。

- (2) 如於航次開始前後，因不論過失與否之任何原因所致生之意外、危險、損害或災難，而依據法規、契約或其他規定，運送人對此類事件或其後果不負責者，則貨物之託運人、受貨人或貨物所有人應於共同海損中與運送人一起分擔可能構成或可能發生具有共同海損性質之犧牲、損失或費用，並應支付有關貨物方面所發生之海難救助費用或特別費用。如救助船舶為本運送人所有或經營，則其救助費用應當如同該救助船舶係屬第三人所有般，予以全額支付。於船長認為需要救助服務時，貨方同意船長得代表貨方謀求對於貨物之救助服務，於此情況下，運送人得以其代理人地位為救助報酬之清償事宜。

21. 雙方過失碰撞

如船舶因他船過失及船長、海員、引水人或船舶所有人受雇人於船舶航行或管理上之任何行為、過失或疏忽而導致與他船碰撞，對於所有其他人或非運載船舶或其所有人之所有損失及責任，就該損失或責任所代表之貨物所有人之毀損或損失或無論任何性質之求償，已由其他人或非運載船舶或其所有人支付或應支付給該貨物所有人，及由其他人或非運載船舶或其所有人作為向運載船舶或其所有人為求償之抵銷、扣除或回復之部分，本船所載貨物之所有人應補償船舶所有人。前述規定亦應適用於非屬碰撞船舶或物體或於碰撞船舶外之任何船舶所有人、營運人或管理人，就有關碰撞或碰觸具有過失之情況。

22. 求償通知及起訴時效

除毀損滅失及該毀損滅失之一般性質已於交貨前或交貨當時，或如毀損滅失不明顯，則於交貨後三日內，於卸載港或交貨地以書面通知運送人，貨物應視為已依本證券所載為交付。除於交貨後或自貨物應交付日一年內提起訴訟外，運送人無論如何均解除其有關未能交貨、誤交、遲延、滅失或毀損之所有責任。

23. LIMITATION OF LIABILITY

- (1) The Carrier doesn't undertake that the Goods shall arrive at the port of discharge or place of delivery at any particular time or to meet any particular market or use and save as provided in Clause 7 the Carrier shall in no circumstances be liable for any indirect or consequential loss or damage caused by delay. If notwithstanding the foregoing the Carrier's liability shall be limited to the ocean freight paid under this Bill for the delayed Goods, exclusive of local charges and/or demurrage.
- (2) All claims which the Carrier may be liable for shall be adjusted and settled on the basis of the net invoice value of the Goods. In no event shall the Carrier be liable for any loss of profit or any consequential loss.
- (3) In the event this Bill covers the Goods moving to or from a port of final destination in the United States, the Carrier's limitation of liability in respect to the Goods shall in no event exceed U.S. Dollars \$500 per package, or when the Goods are not shipped in packages, U.S. Dollars \$500 per customary freight unit. In the event the foregoing would be held inapplicable under the local law of the jurisdiction in which legal proceedings are brought and if the Goods covered by this Bill are subject to the Hague Rules and any legislation making those rules compulsorily applicable to this Bill, the Carrier shall in no event be liable for any loss or damage to or in connection with the Goods in an amount exceeding the limit of 666.67 SDRs per package, or when the Goods are not shipped in packages, 666.67 SDRs per customary freight unit, or 2 SDRs per kilo. If such limitation is inapplicable under local law, the applicable law limitation amount in the country in which the action is brought shall be applied.
- (4) The aforementioned limitations of liability set forth in this provision shall be applicable unless the nature and value of the Goods have been declared by the Merchant before shipment and agreed to by the Carrier, and are inserted in this Bill and the Applicable "ad valorem" freight rate, as set out in Carrier's Tariff, is paid. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value and if the declared value is higher than the actual value, the Carrier shall in no event be liable to pay compensation higher than the net invoiced value of the Goods plus Freight and insurance.

24. FIRE

Neither the Carrier nor any Underlying Carrier or Sub-Contractor utilized by the Carrier in the performance in this Bill Contract shall be liable to answer for or make good any loss or damage to the Goods occurring at any time the Goods are considered to be in Carrier's custody including the period before loading, or after discharge from the Vessel, by reason or by means of any fire unless such fire shall be caused by the actual fault or privity of the Carrier.

23. 責任限制

- (1) 除第7條另有規定，運送人不保證貨物會於任何特定時間或為符合某任何特定市場或特定用途而準時抵達卸貨港或交貨地，運送人在任何情況下均不負責遲延所致之任何間接或附隨損失或損害。無論前述規定為何，運送人責任應僅限於受遲延貨物於本證券下所支付之運費，不含當地費用及或延滯費。
- (2) 運送人可能負責之任何求償，應以貨物之發票淨值為理算及賠償基礎。在任何情況下，運送人不負責任何利潤損失或間接損失。
- (3) 如本證券所載貨物係運往或運出美國港口者，運送人有關貨物之責任限制在任何情況下不應超過每件 500 美元，或如貨物非包裝裝運者，為每習慣運費單位 500 美元。如前述規定被進行訴訟程序之審判地當地法律判定不予適用，且如本證券所載貨物應依照海牙規則及任何將該規則予以納入之任何立法而應強制適用於本證券時，本運送人於任何情況下均不負責貨物或與貨物有關之任何減失或毀損，超過每件 666.67 特別提款權之責任限額，或如貨物非包裝裝運者，為每習慣運費單位 666.67 特別提款權或每公斤 2 特別提款權。如當地法律不適用該限額，則適用起訴地國所適用之責任限額。
- (4) 除貨方於裝運前已聲明貨物之性質及價值並為運送人同意且於本證券上載明，並依運送人費率表所適用之"報值"運費費率支付運費外，本條前述所規定之責任限額應予適用。任何部分減失或毀損應依該申報價值為基礎予以比例調整，且如申報價值高於實際價值，運送人在任何情況下均不負責賠償超過該貨物淨發票價值加上運費及保險費之部分。

24. 失火

運送人或由運送人所運用之任何履約運送人或次契約人就本證券之契約履行不負責回應或填補發生於貨物被認定處於運送人監管期間(包括裝船前或卸船後)因任何失火所致或所生貨物之任何減失或毀損，然該失火為運送人之實際過失或知情者除外。

25. LIEN

The Carrier shall have a lien on the Goods and any documents relating thereto for all sums payable to the Carrier under this contract and/or any other contracts with the Merchant and expenses incurred by the Carrier for the account of the Merchant and for general average and salvage contributions to whomsoever do and for the costs of recovering same and for any penalties and assessments charged to the Carrier as a result of its Carriage of the Goods. In order to recover for such charges the Carrier shall have the right to sell the Goods by public auction or private treaty without notice to the Merchant.

26. JURISDICTION

Except as otherwise provided specifically herein any claim or dispute arising under this Bill shall be governed by the law of England and determined in the English courts to the exclusion of the jurisdiction of the courts of any other place. In the event this clause is inapplicable under local law then jurisdiction and choice of law shall lie in either the port of loading or port of discharge at carrier's option.

25. 留置權

對於所有依本契約及或與貨方之任何其他契約應支付給運送人之款項，以及運送人因貨方之共同海損及海難救助分擔所發生之費用，及為追償前述費用之成本，以及因貨物運送而向運送人徵收之任何罰款及估價費，運送人有權留置貨物及與該貨物有關之任何文件。為追償該費用，運送人有權在無須通知貨方之情況下，以公開拍賣或私訂合約方式，將貨物予以出售。

26. 管轄

除另有特別規定外，本證券所生之任何求償或爭議應依英國法且不受英國法院以外之任何其他地區之法院所管轄。如本條款依當地法律無法適用，則管轄及準據法應為裝貨港或卸貨港地法律，由運送人選擇之。

