

FIATA 提單背面條款中譯對照

Definitions

定義

– «Freight Forwarder» means the Multimodal Transport Operator who issues this FBL and is named on the face of it and assumes liability for the performance of the multimodal transport contract as a carrier.

«貨運承攬運送人»〔以下稱承攬運送人〕係指簽發本 FIATA 提單〔以下稱本提單〕，並在提單正面具名之複合運送人，其履行複合運送契約所承擔之義務視同運送人。

– «Merchant» means and includes the Shipper, the Consignor, the Consignee, the Holder of this FBL, the Receiver and the Owner of the Goods.

«貨主» 係指包括出貨人、託運人、受貨人、本提單持有人、貨物受領人及貨物所有人。

– «Consignor» means the person who concludes the multimodal transport contract with the Freight Forwarder.

«託運人» 係指與承攬運送人簽訂複合運送契約的人。

– «Consignee» means the person entitled to receive the goods from the Freight Forwarder.

«受貨人» 係指有權自承攬運送人受領貨物的人。

– «Taken in charge» means that the goods have been handed over to and accepted for carriage by the Freight Forwarder at the place of receipt evidenced in this FBL.

«接管貨物» 係指貨物已在本提單所示收貨地點移交給承攬運送人接收及運送。

– «Goods» means any property including live animals as well as containers, pallets or similar articles of transport or packaging not supplied by the Freight Forwarder, irrespective of whether such property is to be or is carried on or under deck.

«貨物» 係指任何資產，包括活體動物、以及非由承攬運送人所提供之貨櫃、棧板或類似的運送設備或包裝，不論此類資產是裝載於甲板上或甲板下。

1. Applicability

適用

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

雖然本提單標題為«FIATA 複合運送提單»，但在單式運輸的情況下，仍可適用本提單條款。

2. Issuance of this FBL

簽發本提單

2.1.

By issuance of this FBL the Freight Forwarder

a) undertakes to perform and/or in his own name to procure the performance of the entire transport, from the place at which the goods are taken in charge (place of receipt evidenced in this FBL) to the place of delivery designated in this FBL;

b) assumes liability as set out in these conditions.

簽發本提單時，承攬運送人：

a)承擔以自己或他人名義，履行自接管貨物開始〔收貨地依本提單所示〕，至交付至本提單所指定交貨地為止的全程運輸。

b)承擔本提單各條款所定的運送責任。

2.2.

Subject to the conditions of this FBL the Freight Forwarder shall be responsible for the acts and omission of his servants or agents acting within the scope of their employment, or any other person of whose services he makes use for the performance of the contract evidenced by this FBL, as if such acts and omissions were his own.

根據本提單條款，承攬運送人應對其受僱人或代理人在受僱範圍內行事的作為或不作為負責，亦或為履行本提單所登載內容提供服務之任何其他人的作為與不作為亦視同為其本人所為。

3. Negotiability and title to the goods

流通性及貨物之所有權

3.1.

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

除非標明«不可轉讓», 本提單為可轉讓式。持有經合法背書提單的人, 即構成對貨物之所有權, 有權受領貨物或移轉物權。

3.2.

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

本提單所記載的訊息應視為承攬運送人接收貨物後對於貨物負責的初步證據, 除非有相對的記載譬如: «託運人過磅、裝載及計數»、«託運人自行裝櫃»或其他類似的表述印刷或加註於提單上。當本提單已經有價轉讓予受貨人, 不允許以該反證對抗善意之第三人。

4. Dangerous Good and Indemnity

危險品及免責

4.1.

The Merchant shall comply with rules which are mandatory according to the national law or by reason of International Convention, relating to the carriage of goods of a dangerous nature, and shall in any case inform the Freight Forwarder in writing of the exact nature of the danger, before goods of a dangerous nature are taken in charge by the Freight Forwarder and indicate to him, if need be, the precautions to be taken.

對危險品的交運, 貨主必須遵照國內法或國際公約有關危險品運送規定。在交付之前, 貨主應將貨品的危險性質以書面方式通知承攬運送人, 必要時並應說明防護措施。

4.2.

If the Merchant fails to provide such information and the Freight Forwarder is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at any time, they are deemed to be a hazard to life or property, they may at any place be unloaded, destroyed or rendered harmless, as circumstances may require, without compensation. The Merchant shall indemnify the Freight Forwarder against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

The burden of proving that the Freight Forwarder knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the Merchant.

如貨主未提供前述資料，致承攬運送人因未察覺貨品的危險性質及應採的防護措施，致被認為有危人命或財產安全時，在任何時刻，承攬運送人得予以卸載、銷毀或使之無害，不作任何補償。承攬運送人因而遭致損失、傷害、責任或費用時，貨主並應予賠償。

對承攬運送人知悉該貨物確實危險性質的舉證責任在貨主。

4.3.

If any goods shall become a danger to life or property, they may in like manner be unloaded or landed at any place or destroyed or rendered harmless. If such danger was not caused by the fault and neglect of the Freight Forwarder he shall have no liability and the Merchant shall indemnify him against all loss, damage, liability and expense arising therefrom.

任何貨物於有危人命或財產安全時，依前項約定，在任何地方均得將其卸載、銷毀或使之無害。如其危險性並非因其疏忽或過失所致者，承攬運送人不須負責。致有損失、傷害、責任或產生費用時，貨主並須賠償。

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

交運貨物情狀之通知及貨主自行包裝與檢查

5.1.

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

The Consignor shall indemnify the Freight Forwarder against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars.

The Consignor shall remain liable even if the FBL has been transferred by him.

The right of the Freight Forwarder to such an indemnity shall in no way limit his liability under this FBL to any person other than the Consignor.

出貨人或其代理人於交運貨物時，所提供記載於本提單上，有關貨物的一般性質、麥頭、數量、重量或危險品性質等內容的正確性，視為向承攬運送人的保證。

依前項規定，因為所提供關於貨物的內容不實或不完整，致貨物有毀損、滅失或產生費用時，承攬運送人不予負責。

即使提單已經其轉讓，出貨人仍應負責。

但承攬運送人的此項免責權，不得以之限制其依本提單對出貨人以外之第三人應負的責任。

5.2.

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

承攬運送人對因貨品包裝有瑕疵或不良，或因貨主及承攬運送人以外之貨主代理人自行裝載於貨櫃或其他運輸設備不當，或因貨主所提供的貨櫃或運送設備有瑕疵或不當時，或該貨櫃或運送設備雖由承攬運送人所提供，但瑕疵或不當的情況明顯，貨主只要合理的檢查即可發現時，承攬運送人對因此所產生的毀損、滅失及費用均不予負責。致承攬運送人有毀損、滅失及費用時，貨主並須賠償。

6. Freight Forwarder's Liability

承攬運送人的責任

6.1.

The responsibility of the Freight Forwarder for the goods under these conditions covers the period from the time the Freight Forwarder has taken the goods in his charge to the time of their delivery.

依據本提單各條款，承攬運送人的責任期間，自接管貨物開始，致交貨時止。

6.2.

The Freight Forwarder shall be liable for loss of or damage to the goods as well as for delay in delivery if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in Clause 2.1.a, unless the Freight Forwarder proves that no fault or neglect of his own, his servants or agents or any other person referred to in Clause 2.2. has caused or contributed to such loss, damage or delay. However, the Freight Forwarder shall only be liable for loss following from delay in delivery if the Consignor has made a declaration of interest in timely delivery which has been accepted by the Freight Forwarder and stated in this FBL.

除非承攬運送人能舉證並非其本人、或依第2.2.條所定義的受僱人、代理人或其他人的過失或疏忽所造成者，他對貨物在依第2.1.a項所定義的控管期間所發生的毀損、滅失及遲延交貨均應予負責。但，除非託運人已事先告知準時交貨的利益，並經接受且記載在提單上，否則承攬運送人對遲延交貨所生損失不予負責。

6.3.

Arrival times are not guaranteed by the Freight Forwarder. However, delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or, in the absence of such agreement, within the time which would be reasonable to require of a diligent Freight Forwarder, having regard to the circumstances of the case.

承攬運送人並未對貨物送達時間作保證，但如未在約定的期限交貨，或於無約定時，則斟酌個案情況而定，應在盡職的承攬運送人所需的合理時間內交貨，否則即為延遲交貨。such date

6.4.

If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 6.3., the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

貨物未能在依6.3.項所定時限九十個連續日內交付，除非能舉出相反證明，貨物請求權人得以該貨物已滅失處理。

6.5.

When the Freight Forwarder establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more causes or events, specified in a – e of the present clause, it shall be presumed that it was so caused, always provided, however, that the claimant shall be entitled to prove that the loss or damage was not, in fact, caused wholly or partly by one or more of such causes or events:

- a) an act or omission of the Merchant, or person other than the Freight Forwarder acting on behalf of the Merchant or from whom the Freight Forwarder took the goods in charge;
- b) insufficiency or defective condition of the packaging or marks and/or numbers;
- c) handling, loading, stowage or unloading of the goods by the Merchant or any person acting on behalf of the Merchant;
- d) inherent vice of the goods;
- e) strike, lockout, stoppage or restraint of labour.

斟酌個別情況而定，當承攬運送人認定貨物毀損滅失係由於下述a-e之一或數個原因或事故所造成時，即推定由其造成。但，求償人有權可舉證毀損滅失的全部或一部，並非由於這些原因或事故所造成。

- a) 貨主或承攬運送人以外之貨主代理人的作為或不作為。
- b) 包裝不良或有瑕疵，或麥頭或箱號標示不清或有瑕疵。
- c) 由貨主或其代理人自行搬運、裝載、堆存或卸載。
- d) 貨物的固有瑕疵。
- e) 由於工人罷工、封鎖、停工或怠工。

6.6.

Defences for carriage by sea or inland waterways
海上或內河航運的抗辯

Notwithstanding Clauses 6.2, 6.3. and 6.4. the Freight Forwarder shall not be liable for loss, damage or delay in delivery with respect to goods carried by sea or inland

waterways when such loss, damage or delay during such carriage has been caused by:

- a) act, neglect or default of the master, mariner, pilot or the servants of the carrier in the navigation or in the management of the ship,
- b) fire, unless caused by the actual fault or privity of the carrier, however, always provided that whenever loss or damage has resulted from unseaworthiness of the ship, the Freight Forwarder can prove that due diligence has been exercised to make the ship seaworthy at the commencement of the voyage.

雖6.2、6.3及6.4項另有規定，承攬運送人對海上或內河運送期間，因下述事由所造成的毀損、滅失或遲延交貨不予負責：

- a)船長、海員、引水人或其他受僱人因航行或管理船舶的行為、疏忽或過失。
- b)除非肇因於其實際過失或故意，運送人對失火不負責任。至若毀損或滅失係因船舶不具備適航能力所造成時，承攬運送人僅需證明已盡充份注意，使船舶在開航時具備適航能力，即可主張免責。

7. Paramount Clauses

至上條款

7.1.

These conditions shall only take effect to the extent that they are not contrary to the mandatory provisions of International Conventions or national law applicable to the contract evidenced by this FBL.

本提單各條款，僅在其不與國際公約或與適用的國內法之強制規定抵觸時，才具效力。

7.2.

The Hague Rules contained in the International Convention for the unification of certain rules relating to Bills of Lading, dated Brussels 25th August 1924, or in those countries where there are already in force the Hague-Visby Rules contained in the Protocol of Brussels, dated 23rd February 1968, as enacted in the Country of Shipment, shall apply to all carriage of goods by sea and also to the carriage of goods by inland waterways, and such provisions shall apply to all goods whether carried on deck or under deck.

海牙規則即1924年8月25日提單國際統一規定公約，或在採用海牙威士比規則即1968年2月23日布魯塞爾議定書的國家，因兩者均為對海上貨物運送的規定，故適用於所有海上及內河的運送，以及甲板上及甲板下的裝運。

7.3.

The Carriage of Goods by Sea Act of the United States of America (COGSA) shall apply to the carriage of goods by sea, whether on deck or under deck, if compulsorily applicable to this FBL or would be applicable but for the goods being carried on deck in accordance with a statement on this FBL.

美國海上貨物運送條例適用於不論是甲板上或甲板下的海上貨物運送，因此於有強制規定適用於本提單時，或本提單約定排除適用甲板上裝載者外，即適用該條例。

8. Limitation of Freight Forwarder's Liability

複合運送人的責任限額

8.1.

Assessment of compensation for loss of or damage to the goods shall be made by reference to the value of such goods at the place and time they are delivered to the consignee or at the place and time when, in accordance with this FBL, they should be so delivered.

對毀損滅失賠償金額的決定，依本提單將為交貨或應為交貨的地點及時間，該貨品的價值。

8.2.

The value of the goods shall be determined according to the current commodity exchange price or, if there is no such price, according to the current market price or, if there are no such prices, by reference to the normal value of goods of the same name and quality.

貨品的價值依該商品的現行交易價格而定，如無此價格，則依現行市場售價，如兩者均無，則參考同類和同級商品的一般價格。

8.3.

Subject to the provisions of subclauses 8.4. to 8.9. inclusive, the Freight Forwarder shall in no event be or become liable for any loss of or damage to the goods in an amount exceeding the equivalent of 666.67 SDR per package or unit or 2 SDR per kilogramme of gross weight of the goods lost or damaged, whichever is the higher, unless the nature and value of the goods shall have been declared by the Consignor and accepted by the Freight Forwarder before the goods have been taken in his charge, or the ad valorem freight rate paid, and such value is stated in the FBL by him, then such declared value shall be the limit.

根據8.4.至8.9.項條款之規定有承攬運送人應予負責事由時，除非貨物的性質及價值

於收貨前已經出貨人聲明，並註明於提單，或貨主已支付從價運費者外，承攬運送人對貨物在其控管期間的賠償責任，以每包或每件不超過相當於666.67個特別提款權或每公斤總重量相當於2個特別提款權為限，以金額較高者為準。

8.4.

Where a container, pallet or similar article of transport is loaded with more than one package or unit, the packages or other shipping units enumerated in the FBL as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, such article of transport shall be considered the package or unit.

當貨物係以貨櫃、棧板或類似的設備裝運，則裝於這些設備上的數量，如其記載於本提單時，即以之作為計算件數或裝運單位的數量。否則，即以該裝載設備為計算數量單位。

8.5.

Notwithstanding the above mentioned provisions, if the multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the Freight Forwarder shall be limited to an amount not exceeding 8.33 SDR per kilogramme of gross weight of the goods lost or damaged.

雖有前項之規定，如複合運送過程中未含海上或內河運輸時，承攬運送人對貨物毀損滅失的責任限額，將改按每公斤總重量不超過相當於8.33個特別提款權計算。

8.6.

a) When the loss of or damage to the goods occurred during one particular stage of the multimodal transport, in respect of which an applicable international convention or mandatory national law would have provided another limit of liability if a separate contract of carriage had been made for that particular stage of transport, then the limit of the Freight Forwarder's liability for such loss or damage shall be determined by reference to the provisions of such convention or mandatory national law.

b) Unless the nature and value of the goods shall have been declared by the Merchant and inserted in this FBL, and the ad valorem freight rate paid, the liability of the Freight Forwarder under COGSA, where applicable, shall not exceed US\$ 500 per package or, in the case of goods not shipped in packages, per customary freight unit.

a)當發生貨物毀損滅失階段的國際公約或國內法訂有不同的責任限額標準，且對此段運輸另訂有個別運送契約時，則承攬運送人的責任限額改按此標準。

b)除非貨物的性質及價值已經貨主事先聲明，並註明於本提單上及已按貨物價值比

例支付從價運費，於適用美國海上貨物運送條例時，承攬運送人對貨物毀損滅失的責任，以不超過每包或每運送單位五百美元為限。

8.7.

If the Freight Forwarder is liable in respect of loss following from delay in delivery, or consequential loss or damage other than loss of or damage to the goods, the liability of the Freight Forwarder shall be limited to an amount not exceeding the equivalent of twice the freight under the multimodal contract for the multimodal transport under this FBL.

承攬運送人對遲延交貨所生損害，及其他非屬貨物本身毀損滅失之損失的責任，以不超過本提單，複合運送運費額的兩倍為限。

8.8.

The aggregate liability of Freight Forwarder shall not exceed the limits of liability for total loss of the goods.

承攬運送人的責任全部總額，以不超過貨物全損金額為限。

8.9.

The Freight Forwarder is not entitled to the benefit of the limitation of liability if it is proved that the loss, damage or delay in delivery resulted from a personal act or omission of the Freight Forwarder done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

如經舉證貨物的毀損、滅失或遲延交貨，係由於承攬運送人個人的故意、疏忽或知情的作為或不作為所致，或由於其過失，且明知可能發生此項貨物之滅失、毀損或遲延交貨者，則承攬運送人不得援用責任限額。

9. Applicability to Actions in Tort

侵權行為的適用性

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

本提單各條款適用於所有因履行運送而對承攬運送人的請求權，不論其基於契約或侵權行為所產生。

10. Liability of Servants and other Persons

受僱人及其他人所負的責任

10.1.

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

此等條款適用於為依提單所示履行運送契約之相關受僱人、代理人或其他人（包括任何獨立承包商）其服務已被用於履行契約者，無論此類索賠是否基於合約或侵權行為，貨運代理及其受僱人、代理人或其他人的責任總額不得超過第8條所訂限額。

10.2.

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

當依本提單成立運送契約時，在本各條款所定範圍內，承攬運送人不僅代表其本人，亦代表其他人，而為他們的代理人或信託人，這些其他人均視為本契約的當事人。

10.3.

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

如經舉證，貨物的毀損、滅失或遲延交貨，係由於承攬運送人個人或依10.1.項所指之其他人的故意、疏忽或知情的作為或不作為所致者，則承攬運送人不得援用第8條所定責任限額。

10.4.

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

承攬運送人及依2.2.及10.1.項所指之其他人應負賠償總額，以不超過本提單各條款所定限額為限。

11. Method and Route of Transportation

運送的方式及路線

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

不須通知貨主，承攬運送人即有權逕將貨物裝在甲板上或甲板下，或改變運送的方式及航程，以及相關的搬運、堆積、儲存及運輸的程序。

12. Delivery

交貨

12.1.

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

依據本提單，將貨物交付受貨人或其代理人，或將貨物寄存由受貨人或其代理人處置，或依交貨地法規規定，將貨物交付某機關或第三人，或交付至承攬運送人得要求貨主受領之第三地，並通知貨主時，即視為貨物已交付。

12.2.

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

承攬運送人將貨物以貨主的風險及費用寄存時起，運送責任隨即終止。於承攬運送人請求時，貨主並應償還寄存所產生的費用。

12.3.

If at any time the carriage under this FBL is or is likely to be affected by any hindrance or risk of any kind (including the condition of the goods) not arising from any fault or neglect of the Freight Forwarder or a person referred to in Clause 2.2. and which cannot be avoided by the exercise of reasonable endeavours the Freight Forwarder may:

abandon the carriage of the goods under this FBL and, where reasonably possible, place

the goods or any part of them at the Merchant's disposal at any place which the Freight Forwarder may deem safe and convenient, whereupon delivery shall be deemed to have been made, and the responsibility of the Freight Forwarder in respect of such goods shall cease.

In any event, the Freight Forwarder shall be entitled to full freight under this FBL and the Merchant shall pay any additional costs resulting from the above mentioned circumstances.

在任何時候，當依本提單的運輸受障礙或任何風險〔包含貨物本身情狀〕所阻或可能受阻時，以非承攬運送人或第2.2.項所指之人的過失或疏忽為限，且雖經合理注意仍無法避免時，承攬運送人得：

停止本提單貨物的運送，並在合理可行下，將貨物的全部或一部份。寄存於承攬運送人認為安全且便利的任何地方，由貨主處置。如此，即視為承攬運送人已履行交貨，並終止運送責任。

不管在任何情況下，承攬運送人均得請求本提單的全部運費，及因前述情況所產生的額外費用。

13. Freight and Charges

運費與費用

13.1.

Freight shall be paid in cash, without any reduction or deferment on account of any claim, counterclaim or set-off, whether prepaid or payable at destination.

Freight shall be considered as earned by the Freight Forwarder at the moment when the goods have been taken in his charge, and not to be returned in any event.

運費須以現金支付，且不管是預付或在目的地支付，均不得因有興訟、反控或抵償而扣減或拖欠。

當貨物交付予承攬運送人控管時，即視為其已掙得運費，如何情況下將不予退還。

13.2.

Freight and all other amounts mentioned in this FBL are to be paid in the currency named in this FBL or, at the Freight Forwarder's option, in the currency of the country of dispatch or destination at the highest rate of exchange for bankers sight bills current for prepaid freight on the day of dispatch and for freight payable at destination on the day

when the Merchant is notified on arrival of the goods there or on the date of withdrawal of the delivery order, whichever rate is the higher, or at the option of the Freight Forwarder on the date of this FBL.

運費及其他本提單所示之其他費用，應按本提單所定貨幣支付，或承攬運送人有權選擇，以啟運國啟運當日銀行即期最高兌換率，或在目的地支付時，以通知貨到日或換領提貨單當日銀行即期最高兌換率，以金額較高者為準，或以提單日匯率為準。

13.3.

All dues, taxes and charges or other expenses in connection with the goods shall be paid by the Merchant.

Where equipment is supplied by the Freight Forwarder, the Merchant shall pay all demurrage and charges which are not due to a fault or neglect of the Freight Forwarder.

所有與貨物有關的稅捐、費用或其他開支，均應由貨主負擔。

對使用承攬運送人所提供的設備，貨主須支付非因承攬運送人過失或疏忽所產生的延滯費及費用。

13.4.

The Merchant shall reimburse the Freight Forwarder in proportion to the amount of freight for any costs for deviation or delay or any other increase of costs of whatever nature caused by war, warlike operations, epidemics, strikes, government directions or force majeure.

貨主對因戰爭、準戰爭行動、傳染性疾病、罷工、政府命令或不可抗力因素，所造成的偏航或遲延交貨，或增加的支出，應按運費比例償還承攬運送人。

13.5.

The Merchant warrants the correctness of the declaration of contents, insurance, weight, measurements or value of the goods but the Freight Forwarder has the liberty to have the contents inspected and the weight, measurements or value verified. If on such inspection it is found that the declaration is not correct it is agreed that a sum equal either to five times the difference between the correct figure and the freight charged, or to double the correct freight less the freight charged, whichever sum is the smaller, shall be payable as liquidated damages to the Freight Forwarder for his inspection costs and losses of freight on other goods notwithstanding any other sum having been stated on this FBL as freight payable.

貨主對其所通知關於貨物內容、保險、重量、體積或貨物價值，向承攬運送人擔保其正確性，但承攬運送人仍有權就此等內容查證。於發現有不實情事時，得罰貨主運費差額的五倍，或正確運費的兩倍，但應扣除已收的運費，以金額較小者為準，以補償承攬運送人檢查開支及對其他貨物少收運費的損失，雖有其他數額在本提單上仍列為應付運費亦然。

13.6.

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

雖然承攬運送人接受貨主的指示，向其他人收取有關本提單運送的運費和費用，然貨主於收到此等款項的支付請求和不論因任何理由未獲付款時，仍須負責。

14. Lien

留置權

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

承攬運送人對貨物和文件有留置權，對貨主欠費的任何金額，包括倉儲費用，及為催收所產生的開支，得在任何時候，以及承攬運送人認為合適的任何合理方法為之。

15. General Average

共同海損

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

貨主對有共同海損情事時，對其分擔部分應向承攬運送人保證免責，有需提供擔保時亦然。

16. Notice

貨物毀損或滅失的通知

16.1.

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

除非受貨人將貨物毀損或滅失的情形，在依第12條受領貨物當時，以書面通知承攬運送人，否則此項受領將作為承攬運送人已依本提單完成交貨的表面證據。

16.2.

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

在貨物毀損或滅失的情形不明顯時，前項書面通知應在依第12條所指方式受領貨物後六個連續日內為之，否則仍適用前項的表面證據效果。

17. Time bar

時效

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

除經明示同意者外，自貨物已交付或應為交付日起，或依第6.4.項規定雖未交貨，但受貨人有權以貨品已遺失論之日起九個月內提出求償，否則承攬運送人解除依本提單各條款應負的所有責任。

18. Partial Invalidity

部份無效

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

任一條款的全部或部分無效時，不影響其他條款的有效性。

19. Jurisdiction and applicable law

管轄及適用法律

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

訴訟歸本提單正面所示承攬運送人營業處所之所在地法院管轄，並以該國法律為準據法。

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