

汉英对照国际海事条约库

海运单证

交通部国际合作司 编



大连海事大学出版社

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1924 年统一提单某些法律规定的国际公约

第 1 条

在本公约中,下列用语的含义如下:

- (a) “承运人”:包括与托运人签订运输合同的船舶所有人或承租人。
- (b) “运输合同”:仅适用于由提单或者只要是与海上货物运输有关的任何类似的物权凭证所包含的运输合同,而对在租船合同下或依据租船合同所签发的上述任何提单或任何类似的物权凭证,则自此种提单或类似的凭证从调整承运人与凭证持有人之间的关系之时起,亦包括在内。
- (c) “货物”:包括各种货物、制品、商品和各类任何物件,但活动物和在运输合同中载明装于甲板上且已照装的货物除外。
- (d) “船舶”:是指用于海上运输的任何船舶。
- (e) “货物运输”:包括货物自装上船舶之时起至货物卸离船舶之时为止的一段时间。

International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924

Article 1

In this convention following words are employed with the meanings set out below :

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- (b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar documents as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.
- (c) "Goods" includes goods, wares, merchandise, and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.
- (d) "Ship" means any vessel used for the carriage of goods by sea.
- (e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

第 2 条

除第 6 条另有规定外,每一个海上货物运输合同中的承运人,对该货物的装载、搬运、积载、运送、保管、照料以及卸载,应当按照下列规定承担义务与责任,并享受权利与豁免。

第 3 条

1 承运人应当在开航之前和开航当时,谨慎处理:

(a) 使船舶适航;

(b) 妥善地配备船员,装备船舶和配备供应物品;

(c) 使货舱、冷藏舱、冷气舱和该船其他载货处所适合于并能安全地收受、运送和保管货物。

2 除第 4 条另有规定外,承运人应当妥善而谨慎地装载、搬运、积载、运送、保管、照料和卸下所运货物。

3 承运人、船长或承运人的代理人在收到货物由其掌管之后,应按托运人的要求,向托运人签发提单,其上载明:

(a) 于装货开始前由托运人书面提供相同的、为辨认货物所需的主要标志;如果此项标志是以印戳或其他方式清楚地标志在不带包装的货物上,或在装有该货物的箱子或包装上,此项标志通常应保持清晰易辨,直至航次终了。

Article 2

Subject to the provisions of Article 6, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities and entitled to the rights and immunities hereinafter set forth.

Article 3

1 The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to —

- (a) Make the ship seaworthy.
- (b) Properly man, equip and supply the ship.
- (c) 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.

2 Subject to the provisions of Article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3 After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things—

- (a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

(b) 由托运人书面提供的件数或包数,或者数量,或者重量。

(c) 货物的表面状况。

但是,如果承运人、船长或承运人的代理人有合理依据怀疑任何标志、包件数、数量或重量不能确切代表其实际收到的货物,或无合理方法进行核对,便不必将其在提单上加以记载或注明。

4 此种提单应当作为承运人按照第 3 款(a)、(b)和(c)项所述收到该提单中所载货物的初步证据。

5 托运人应被视为已在货物装船时就他所提供的标志、包件数、数量和重量的正确性,向承运人做出保证,而且托运人应对由于其提供的此种情况的不正确所引起或造成的一切灭失、损害或费用,向承运人进行赔偿。承运人享有上述受偿的权利,并不影响其根据运输合同对托运人以外的任何人所应承担的义务与责任。

6 除非根据运输合同有权提取货物的人,在卸货港将货物的灭失或损害以及灭失或损害的一般性质,在货物移交他掌管之前或者当时(如果灭失或损害不明显,则在 3 天之内),书面通知承运人或其代理人,否则这种移交应作为承运人按照提单规定交付货物的初步依据。

如果灭失或损害不明显,此种通知应在货物交付后 3 天之内递交。

(b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.

(c) The apparent order and condition of the goods.

Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4 Such a bill of lading shall be *prima facie* evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3(a), (b) and (c).

5 The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6 Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be *prima facie* evidence of the delivery by the carrier of the goods as described in the bill of lading.

If the loss or damage is not apparent, the notice must be given within three days of the delivery of the goods.

如在收货时已对货物的状况进行联合检验或检查,便无须书面通知。

除自货物交付之日或本应交付之日起 1 年以内已经提起诉讼外,在任何情况下,承运人和船舶将被免除其对灭失或损害的一切责任。

如果发生任何实际的或担心的灭失或损害,承运人与受货人应当互相提供检查和清点货物的一切合理便利。

7 货物装船以后,如经托运人要求,承运人、船长或承运人的代理人签发给托运人的提单应为“已装船”提单,如果托运人事先已取得这种货物的任何物权凭证,便应交还此种凭证,以换取“已装船”提单。但经承运人选择,承运人、船长和承运人的代理人可在装货港将装载货物的船名和装货日期,在上述凭证上注明。经过此种注明后的上述凭证,如载明第 3 条第 3 款所述的情况应被视为构成本条意义上的“已装船”提单。

8 运输合同中的任何条款、约定或协议,凡是免除承运人或船舶对由于疏忽、过失或未履行本条规定的责任与义务而引起货物的或与货物有关的灭失或损害的责任,或以本公约规定以外的方式减轻这种责任的,都应作废并无效。有利于承运人保险利益的条款或类似条款,应视为免除承运人责任的条款。

The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss of damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of an actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7 After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any documents of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article 3, shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

8 Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connexion with, goods arising from negligence, fault, or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in this Convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

第 4 条

1 不论是承运人或船舶,对因船舶不适航所引起或造成的灭失或损害,都不负责,除非系承运人未按第 3 条第 1 款规定,谨慎处理使船舶适航;保证妥善地配备船员;装备船舶和配备供应物品;以及使货舱、冷藏舱、冷气舱和该船其他载货的地方适合于,并能安全地收受、运送和保管货物所引起或造成。一旦由于船舶不适航引起灭失或损害,谨慎处理的举证责任应由承运人或请求本条免责的其他人承担。

2 不论是承运人或是船舶,对由于下列原因引起或造成的灭失或损害,都不负责:

(a) 船长、船员、引航员或承运人的受雇人员在驾驶船舶或管理船舶中的行为、疏忽或不履行职责。

(b) 火灾,但由于承运人的实际过失或私谋所造成者除外。

(c) 海上或其他可航水域的风险、危险或意外事故。

(d) 天灾。

(e) 战争行为。

(f) 公敌行为。

(g) 君主、当权者或人民的扣留或拘禁,或依法扣押。

Article 4

1 Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, 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 in accordance with the provisions of paragraph 1 of Article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this Article.

2 Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from—

- (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.
- (c) Perils, dangers and accidents of the sea or other navigable waters.
- (d) Act of God.
- (e) Act of war.
- (f) Act of public enemies.
- (g) Arrest or restraint of princes, rulers or people, or seizure under legal process.

- (h) 检疫限制。
- (i) 托运人或货主、其代理人或代表的行为或不行为。
- (j) 不论由于任何原因所引起的局部或全面罢工、关闭、停工或劳动力受到限制。
- (k) 暴动或骚乱。
- (l) 在海上救助或企图救助人命或财产。
- (m) 由于货物的固有缺陷、质量或瑕疵所造成的体积或重量的损失,或任何其他灭失或损害。
- (n) 包装不充分。
- (o) 标志不充分或不当。
- (p) 经谨慎处理仍不能发现的潜在缺陷。
- (q) 非由于承运人的实际过失或私谋,或承运人的代理人或受雇人员的过失或疏忽所引起的其他任何原因,但请求此项免责利益的人应当负举证责任,表明灭失或损害既非由于承运人的实际过失或私谋,又非由于承运人的代理人或雇用人员的过失或疏忽所造成。

3 对非由于托运人、其代理人或受雇人员的行为、过失或疏忽所引起或造成的承运人或船舶的灭失或损害,托运人概不负责。

4 为救助或企图救助海上人命或财产而发生的绕航,或者任何合理绕航,都不应被视为对本公约或运输合同的破坏或违反,承运

- (h) Quarantine restrictions.
- (i) Act or omission of the shipper or owner of the goods, his agent or representative.
- (j) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.
- (k) Riots and civil commotions.
- (l) Saving or attempting to save life or property at sea.
- (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.
- (n) Insufficiency of packing.
- (o) Insufficiency or inadequacy of marks.
- (p) Latent defects not discoverable by due diligence.
- (q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3 The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4 Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an in-