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中华人民共和国国内贸易行业标准

SB/T 10800—2022
代替SB/T 10800—2012

国际货运代理多式联运提单

Multimodal transport bill of lading for international freight forwarder

(征求意见稿)

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目 次

前言	II
1 范围	1
2 规范性引用文件	1
3 术语和定义	1
4 提单的正面	1
5 提单背面条款	3
6 提单数据项编码和缮制要求	3
7 电子提单格式	3
附录 A（资料性附录） 多式联运提单范本（正面）	4
附录 B（资料性附录） 多式联运提单正面条款（中英文）	5
附录 C（资料性附录） 多式联运提单范本背面条款（中英文）	6
参考文献	21

前 言

本文件按照 GB/T 1.1-2020《标准化工作导则 第1部分：标准化文件的结构和起草规则》的规定起草。

本文件代替 SB/T 10800—2012《国际货运代理多式联运提单》，与 SB/T 10800—2012 相比，除编辑性改动外，主要技术变化如下：

- a) 增加了“铁路内容”（见 4.1b、附录 C11.5）；
- b) 增加“多式联运经营或代理人签章”（见 4.1b）；
- c) 增加了“陆运和空运”（见 4.2g）；
- d) 修改了“Measurement”的中文表述（见 4.2q）；
- e) 修改了“声明价值”的含义（见 4.2v）；
- f) 增加了“运费的定义”（见附录 C.1 的 1）；
- g) 修改了“管辖权和法律适用”（见附录 C.1 的 4）；
- h) “承运人的责任”和“承运人的责任限制”合并为“承运人的责任及责任限制”（见附录 C9 及附录 C10）；
- i) 修改了“交付货物的时间”（见附录 C 9.3）；
- j) 修改了“危险货物与赔偿”（见附录 C17.1）；

以上中文附录C.1中修改的内容对应的附录C.2中英文内容也同步修改。

请注意本文件的某些内容可能涉及专利。本文件的发布机构不承担识别这些专利的责任。

本文件由中华人民共和国商务部提出。

本文件由全国国际货运代理标准化技术委员会（SAC/TC489）归口。

本文件起草单位：

本文件主要起草人：

本文件机器所代替文件的历次版本发布情况：

——2012年首次发布为SB/T 10800—2012；

——本次为第一次修订

国际货运代理多式联运提单

1 范围

本标准规定了国际货运代理多式联运提单的正面内容、背面条款及其数据项。

本标准适用于国际货运代理多式联运提单缮制、复制、套印和应用电子复制、数据处理；亦可作为企业及相关机构以此进行单证管理。

2 规范性引用文件

下列文件对于本文件的应用是必不可少的。凡是注日期的引用文件，仅所注日期的版本适用于本文件。凡是不注日期的引用文件，其最新版本（包括所有的修改单）适用于本文件。

- GB/T 22151 国际货运代理作业规范
- GB/T 22152 国际货运代理业务统计导则
- GB/T 22153 国际货运代理通用交易条件
- GB/T 22154 国际货运代理服务质量要求
- GB/T 22155 国际货运代理企业资质和等级评价指标
- GB/T 26319 国际货运代理单证标识符编码规则
- GB/T 26321 国际货运代理业务数据元
- GB/T 28530 国际货运代理系列单证-单证数据项
- GB/T 28532 承运人标识符编码规则
- GB/T 28831 国际货运单证缮制规范
- GB/T 28832 国际货运单证缮制质量要求
- SB/T 10798 电子提单格式规范

3 术语和定义

GB/T 22151、GB/T 22152、GB/T 22153、GB/T 22154及GB/T 22155界定的术语和定义适用于本文件。

4 提单的正面

4.1 提单的正面内容

提单的正面内容通常包括：

- a) 提单正面应记载有关货物和货物运输的事项，包括有关提单的国内立法或国际公约规定的作为运输合同所应记载的事项；为满足运输业务需要而由多式联运经营人决定，或经多式联运经营人与托运人协议，认定应在提单正面记载的事项。
- b) 提单的正面内容可有一些以打印、手写或印章形式记载的事项，包括多式联运经营人因业务需要而记载于提单正面的事项，如船名、航次、车次、运费支付的时间、地点、汇率、提单编号

及通知人等；为区分多式联运经营人与托运人之间的责任而记载的事项，如关于数量或表面状况争议的批注；为减轻或免除多式联运经营人责任而加注的内容，如为了扩大或强调提单上已印妥的免责事项；为明确提单项下承运人身份而记载于提单正面的事情，如多式联运经营人或其代理人的盖章签字等。

c) 提单的正面内容，参见附录 A。

4.2 提单正面的记载事项

提单正面的记载事项通常包括：

- a) Registry No. 注册号
多式联运经营人依相关规定注册的标识符。
- b) Bill of Lading No. 提单号
多式联运经营人或其代理人为提单指定的标识符。
- c) Shipper 托运人
托运人的名称和地址。
- d) Consignee or order 收货人或凭指示
收货人的名称和地址或按照指示人的指示。
- e) Notify party and address 通知人和地址
提单项下货物到达时发送到货通知的收件人的名称和地址。
- f) Pre carriage by 前段运输
提单项下货物前程运输的运输工具名称或运输方式。
- g) Mode of transport 运输方式
提单项下，可以打印货物的计划运输方式及船名和航次、铁路车次、空运航班号等运输信息，或预先印制运输方式及船名和航次、铁路车次、空运航班号等运输信息进行选填。海运及船名航次标识为 By Sea: Ocean vessel & Voyage，铁路及车次标识为 By Train: Train No，空运及航班号标识为 By Air: Flight No，公路标识为 By Road。
- h) Place of receipt 收货地
多式联运经营人接管提单项下货物的地点名称。
- i) Port of Loading 装运港
提单项下货物的实际装运的港口名称。
- j) Port of discharge 卸货港
提单项下货物的实际卸下的港口名称。
- k) Place of delivery 交付地
多式联运经营人向收货人交付提单项下货物的地点名称。
- l) Marks and Nos. 标记（唛头）和号码
运输单元或单件包装物的标志和编号。
- m) Container/Seal No. 箱号和封志号
集装箱的标识和集装箱上封志的识别码。
- n) No. of containers or packages 集装箱数或包装件数
提单项下集装箱的总箱数或包装件的总件数。
- o) Description of goods 货物描述
按海关、统计或运输所要求的足以识别货物项目性质的自然语言说明。（GB/T 26321）
- p) Gross weight 毛重

提单项下包括包装物但不包括运输设备的所有货物项目的总毛重（质量）。

- q) Measurement 体积
提单项下所有货物项目的总体积。
- r) Number of original Bill of Lading 正本提单份数
经签发的正本提单总份数。
- s) Place and date of issue 签发地点和日期
多式联运经营人签发提单的地点和日期。
- t) Freight and charges 运费和费用
运费和其他费用的数额和支付方式。
- u) For delivery of goods please apply to 提货地代理
多式联运经营人提货地代理的名称和地址。
- v) Declared value 声明价值
托运人对货物价值作出的声明。
- w) Stamp and signature 签字和盖章
由多式联运经营人或其代理人签字和盖章。如由代理人代表多式联运经营人签署，则应表明其代理人身份，并且应表明被代理人名称。

4.3 正面条款

提单正面条款以印刷的形式，将以多式联运经营人免责和托运人做出的承诺为内容的契约文句，列记于提单的正面，参见附录 B。

5 提单背面条款

提单的背面应以印刷的形式载有表明承运人与托运人、收货人或提单持有人之间承运货物的权利、义务、责任与免责的条款(参见附录C)，通常包括：管辖权和适用法律；多式联运经营人责任范围；多式联运经营人及其代理人的免责范围；多式联运经营人责任期间；赔偿责任限制；特殊货物；留置权；共同海损；双方互有过失碰撞责任等约定。

6 提单数据项编码和缮制要求

- 6.1 提单数据项及其数据元按照 GB/T 26321 的规定。
- 6.2 提单注册号参照 GB/T 28532 的规定。
- 6.3 提单编号按照 GB/T 26319 的规定。
- 6.4 提单缮制按照 GB/T 28831 和 GB/T 28832 的规定。
- 6.5 提单的签署按照 GB/T 28832 的规定。

7 电子提单格式

电子提单格式按照SB/T 10798的规定。

附录 A
(资料性附录)
国际货运代理多式联运提单范本 (正面)

A.1 国际货运代理多式联运提单范本, 参见图A.1。

Shipper 托运人	B/L No. 				
Consignee or to order 收货人或凭指示	INTERNATIONAL MULTIMODAL TRANSPORT BILL OF LADING *** 国际多式联运提单				
Notify party and address 通知人和地址	Received the Goods in apparent good order and condition as specified below unless otherwise stated herein. The Carrier in accordance with the provisions contained in this document: 1) undertakes to perform or to procure the performance of the entire transport from the place at which the Goods are taken in charge to the place designated for delivery in this document; and 2) assumes liability as prescribed in this document for such transport. In accepting this B/L the Merchant hereby expressly accept and agree to all printed, written or stamped provisions, exceptions and conditions of this B/L, including those on the back hereof. One of the B/L(s) must be surrendered duly endorsed in exchange for the Goods. In Witness whereof the number of original B/L as stated have been signed, one of which being accomplished the other(s) to be void.				
Pre-carriage by 前段运输					
Mode of transport 运输方式	Place of receipt 收货地	Port of loading 装货港		Port of discharge 卸货地	
		Place of delivery 交货地			
PARTICULARS FURNISHED BY SHIPPER - CARRIER NOT RESPONSIBLE					
Marks and No. 唛头和号码	Container/ Seal No. 集装箱号/铅封号	No. of Containers or Packages 集装箱数/包装件数	Description of Goods 货物描述	Gross weight (kgs) 毛重 (公斤)	Measurement (m ³) 体积 (立方米)
ORIGINAL					
TOTAL NUMBER OF PACKAGES 总件数					
Freight and charges 运费和费用				Declared Value (see Article 6) 声明价值 (参见条款第6条)	
Place and date of issue 签发地点和日期			Number of original B/L 正本提单份数		
For delivery of Goods please contact 货物交付请联系			Stamp and signature 盖章签字		
Application of Law and Jurisdiction Save as otherwise provided in Article 6, this B/L shall be governed by and construed in accordance with the law of the People's Republic of China (for the purpose of this Article, excluding Hong Kong, Macau and Taiwan). Any action against the Carrier under this B/L shall be brought before the People's Court of the P.R. China where the Carrier's principal place of business is located. When the carriage of Goods under this B/L involves sea transport or inland waterway transport within the territory of P.R. China, any action against the Carrier shall be brought before the Maritime Court of the P.R. China corresponding to the Carrier's principal place of business.					
SUBJECT TO THE TERMS AND CONDITIONS ON THE BACK					
Disclaimer: This is a standard B/L form formulated by China International Freight Forwarders Association (CIFA) for adoption by CIFA members. CIFA is not a party to this B/L nor the contract of carriage evidenced by it and does not assume any responsibility or liability thereof.					

图A.1 国际货运代理多式联运提单范本

附 录 B
(资料性附录)

国际货运代理多式联运提单正面示范性条款 (中英文)

B.1 国际货运代理多式联运提单正面条款 (中文)

除非另有说明, 已接收如下所述的外表状况良好的货物。承运人依照本提单条款的规定:

- 1) 负责履行或设法履行货物从接管地至本提单指定的交付地的全程运输及
- 2) 承担本提单所规定的运输责任。提取货物时应交出经背书的一份正本提单。

接受本提单者兹明白表示接受并同意本提单及其背面所载一切印刷、书写或打印的规定、免责事项条件。

B.2 国际货运代理多式联运提单正面条款 (英文)

Received the goods in apparent good order and condition as specified below unless otherwise stated herein. The carrier in accordance with the provisions contained in this document

1) undertakes to perform or to procure the performance of the entire transport from the place at which the goods are taken in charge to the place designated for delivery in this document and

2) assumes liability as prescribed in this document for such transport. One of the B(s)/L must be surrendered duly endorsed in exchange for the goods.

In accepting this B/L the Merchant hereby expressly accept and agree to all printed, written or stamped provisions, exceptions and conditions of this B/L, including those on the back hereof.

附 录 C
(资料性附录)

国际货运代理多式联运提单范本背面示范性条款 (中英文)

C.1 国际货运代理多式联运提单背面条款 (中文)

1 定义

“承运人”指本提单的签发人或者是签发提单的人所代表的人，和/或者承担多式联运合同履行责任的人。

“货方”包括托运人、发货人、收货人、提单持有人、收货人、货物所有人、任何有权占有货物或本提单的当事人及任何代表其行事的人。

“托运人”是指同承运人缔结多式联运合同的当事方。

“收货人”是指有权接收多式联运提单项下货物的人。

“在掌管中”是指货物在本提单指明的交货地交给承运人，并由承运人接收后负责运输的行为。

“货物”是指包括活动物、集装箱、货盘或者类似的非由承运人提供的用于运输或者包装的所有物品，无论此等物品是否装于甲板之上或者之下。

“运费”包括根据适用的运费表和本提单需要向承运人支付的所有费用。

2 适用性

本国际多式联运提单适用于涉及一种或多种运输方式的国际单一运输或国际多式联运。。

3 承运人运价表

承运人适用的运价表并入本提单。如需要，可以从承运人处得到适用运价表有关规定的复件。如果提单和运价表的内容不同，以提单为准。

4 管辖权和法律适用

本提单受中华人民共和国法律（为本条款之目的，港澳台除外）管辖并依其解释。任何针对承运人的诉讼均应在承运人主要营业地所在地的中华人民共和国人民法院提起。

当本提单项下的货物运输涉及海运或在中华人民共和国境内的内河运输的，任何针对承运人的诉讼均应在承运人主要营业地所在地的中华人民共和国海事法院提起。

5 提单的签发

5.1 通过签发本提单，承运人将

- x) 承担或者以其自己的名义承担全程运输责任，从货物交由承运人掌管后(提单中指定的收货地)至提单中指定的交货地。
- y) 承担提单中规定的责任。

5.2 根据本提单条款，承运人对其雇员和代理人在受雇范围内的一切行为和疏忽及提单所表明运输合

同所要求的服务的其他人的行为和疏忽承担责任，如同这些行为和疏忽是其自己所为。

6 提单的可转让性及物权

6.1 除非明示“不可转让”，则本提单是可转让提单。本提单构成对货物的权利凭证，经适当背书，提单持有人有权凭提单提取货物或者转让货物。

6.2 本提单所载信息是承运人掌管货物情况的初步证据，除非有相反的证据，如打印或者叠印在提单上的“托运人自称重、自装载、自计数”、“托运人自装集装箱”或者类似的表述内容。但是，当提单有偿转让到善意收货人手中，则该相反证据不被接受。

7 运输的方式和路线

在未通知货方的情况下，在货物的作业、积载、储存和运输时，承运人可自主决定或变更任何作业方式、路线和程序，但应尽合理努力将运输的方式和路线告知货方。

8 影响操作的因素

在任何时候，运输过程受到或者可能受到任何阻碍、风险、延误、困难或者任何不利因素（包括货物方面的情况），不论是何时发生或者因何原因发生（不论运输是否已经开始），承运人可以：在未通知货方之前，放弃货物运输并且在承运人认为安全和方便的地点将全部或部分货物尽可能合理地置于货方的处置下，至此承运人对于货物的责任即解除。

9 承运人的责任及责任限制

9.1 承运人对货物的责任期间始于货物交由承运人掌管，止于货物交付。

9.2 承运人不保证到达时间。然而，货物未能在明确约定的时间内交付为迟延交付。

9.3 未能在9.2款规定的时间届满60天内交付货物的，有权对货物灭失提出赔偿请求的人在没有任何相反证据的情况下，可以认为货物已经灭失。

9.4 造成货物的灭失、损坏或者延迟交付的原因发生于某一特定运输区段的，本提单承运人的赔偿责任、责任限额和诉讼时效，适用该区段相关国际公约或强制性国内法的规定。

9.5 除非承运人和货方另有约定，不能确定造成货物灭失、损坏或者延迟交付的原因发生于具体某一运输区段的：

a) 本提单项下的运输包括海上运输或中华人民共和国境内的水路运输的，推定原因发生在海上运输或水路运输过程中，本提单承运人的赔偿责任、责任限额和诉讼时效适用《中华人民共和国海商法》的有关规定；

b) 第a)款不适用而多式联运包括国际铁路运输的，则推定原因发生在国际铁路运输过程中，本提单承运人的赔偿责任、责任限额和诉讼时效适用铁路合作组织《国际铁路货物联运协定》的有关

规定：

c) 第a)、b)款均不适用的，承运人仅对其本人、雇佣人员、代理人和第5.2条提及的其他人员的错误或过失导致的货物灭失、损坏或者延迟交付负责：

i. 在此情况下，承运人对货物灭失、损坏的赔偿责任以灭失或损坏的货物毛重为基础计算，每公斤不超过8.33特别提款权。承运人对延迟交付的赔偿责任以相应货物在本提单对应的运输合同项下的运费为限。

“特别提款权”是指国际货币基金组织规定的特别提款权；其人民币数额为本提单签发之日，按照中国国家外汇主管机关规定的国际货币基金组织的特别提款权对人民币的换算办法计算得出的人民币数额。

ii. 诉讼应在交付货物或应当交付货物之日或根据第9.3条权利人有权推定货物灭失之日起一年内提起，否则承运人将免除提单项下的一切责任。

iii. 货方主张货物的灭失、损坏或者延迟交付是由承运人及其雇佣人员、代理人和第4.2条提及的其他人员的错误或过失导致的，货方应承担举证责任。

9.6 当承运人对货物灭失或损坏承担责任时，有关赔偿数额应根据货物在装运时的实际价值与已支付的运费和保险费之和计算。

9.7 货方同意并承认，承运人不了解货物的价值。如经承运人同意，托运人在货物装运前已经申报其性质和价值并在提单中声明，且已支付了额外运费时，在此情况下，声明价值的金额即为赔偿限额。任何货物的部分灭失或损坏的赔偿应按照货物声明价值的相应比例计算。

9.8 承运人仅在已接受托运人对货物及时交付的利益做出的声明且已将此等声明记载在提单中时，才对货物的延迟交付负责。

9.9 承运人总的赔偿责任不应超过货物全部灭失时的责任。

9.10 除本文另有规定外，承运人在任何情况下均不对任何其他原因造成的直接或间接或后果性损失或预期利润损失承担责任。如果承运人被依法要求就直接或间接或后果性损失承担责任，则承运人责任不得超过已支付的运费。

10 货方责任

10.1 当提单记载的货物信息是由货方或其代理人提供时，托运人应视为向承运人保证了在承运人接收货物时托运人提供的货物性质、标志、件数、数量、重量等信息的准确性。

10.2 无论提单是否已经转让，托运人均应赔偿承运人因其提供不准确和不适当的信息所造成所有损

失和费用。

10.3 货方向承运人担保在收到提单时，货方已经认真核对过其提供的提单正面记载的货物信息，并且保证货物是合法的而且不是禁运货。

10.4 货方应赔偿承运人因货方违反上述担保义务或由于其他的与货物有关的非承运人负责的原因造成的所有责任、费用、损失、罚款或其他的金钱性质的制裁。

10.5 货方应该遵守所有海关、港口、铁路及其他当局的规定或要求，并应承担和支付所有由于未遵守规定，或由于任何非法、错误或不足的货物标识、计数或编号导致的罚款、关税、课税、费用或货物损失，并且应补偿承运人相应的损失。

10.6 如果集装箱是由承运人提供的，并在货方的要求下进行了拆箱，货方应负责退还空箱，并保证箱内清洁，就如同收到时的集装箱一样，并按照要求的时间将集装箱交还到承运人指定的地点。如果集装箱没有按照约定交还，货方应承担相应的滞箱费。

11 托运人负责装载的集装箱

11.1 如果集装箱不是由承运人装箱，承运人将不承担箱内容物的任何灭失或损坏的赔偿责任，同时货方将补偿承运人的任何损失和费用，如果这些损坏和费用是由下列因素造成的：

- a) 填装、装载或积载集装箱的疏忽，或者
- b) 货物不适合于集装箱运输，或者
- c) 货方提供的集装箱不适合运输货物或有缺陷，或如果集装箱是由承运人提供的并且如果经货方合理检验可发现明显的不适合运输和存在缺陷。

11.1 条款的规定也适用于不是由承运人负责填装、积载、装载的平板拖车、托盘和货盘。

11.2 承运人或者任何经承运人授权的人有权，在任何时间对任何集装箱或包装开箱检验货物，但不承担任何责任。

11.3 如果货方负责装载的集装箱是由承运人提供的，货方应在承运人指定的地点或地方提箱时对箱体进行检验。货方自此等地点或地方将集装箱提走的事实将成为集装箱表面状况良好且适于装货的初步证据。

12 侵权之诉的适用性

与履行本提单所证明的合同有关的对承运人的任何索赔，不论该索赔基于违约亦或侵权，本提单条款均适用。

13 雇佣人员、代理人或独立合同人的责任

13.1 如果有关货物灭失或损坏的诉讼是针对雇佣人员、代理人或者是独立合同人，包括码头工人或任何在第5.2款提到的人提起的上述各方均有权享受本提单项下规定的适用于承运人的抗辩理由和责任限

制。

13.2 在任何情况下，从承运人和他的雇佣人员、代理人或独立合同人包括码头工人以及任何在第5.2款所指的人所得到的全部赔偿总额不得超过本提单规定限额。

14 交付

14.1 当货物已经交给依据本提单所确定的收货人或其代理人或置于他们的支配下时，或者货物已经交给根据交付地的有关法律、法规规定货物必须交给的任何当局及其他方时，或者当货物放置在承运人有权要求收货人来提货的其他地方时，均应视为货物已经交付。

14.2 如果在承运人有权通知货方提货时，货物未被货方提走，承运人有权自行将货物放置在任何其认为合适的地方，其风险和费用由货方承担，承运人交付货物的责任即视为完成。

14.3 如果在合理的时间内无人提货，而且在此期间内货物会变质、腐烂或丧失价值，承运人可自决变卖、放弃或以其他方式处置货物并不承担任何责任，风险和费用由货方承担。

15 甲板货和活动物

15.1 承运人在舱面上装载货物，应当通知托运人或者符合航运惯例的要求，或者符合有关法律、行政法规的规定。

15.2 当货物依15.1款规定装载在甲板上时，承运人对运输过程中特殊风险引起的货物灭失或者损坏不负责任。

15.3 活动物在运输中的任何时候所发生的事故、伤亡、疾病、死亡、损失，无论因不适航或过失或任何其他原因造成的，承运人均不承担责任。

16 危险货物与赔偿

16.1 货方应遵守国内法或者国际公约中关于运输危险货物的强制性规定，同时在任何情况下应在承运人掌管危险货物前书面通知承运人有关货物的危险性、特征、名称、标签和分类（如适用），如果需要的话，应预先告知应采取的预防措施。

16.2 如果货方未能提供有关信息，且承运人不知道货物的危险性，同时也不知道需要采取的必要预防措施，则在任何时候，一旦货物对生命或财产构成危险时，根据实际情况，承运人可以在任何地点将货物卸下，销毁或使之不能为害，并不承担责任。货方应赔偿承运人因对货物的掌管或者运输或提供相关服务所引起的全部损失、责任或费用。

16.3 承运人知道危险货物的性质并已同意装运的，无论货方是否告知承运人货物的危险性，仍然可以在该项货物对于船舶、船员及其他人员或者其他货物构成实际危险时，将货物卸下，销毁或者使之不能

为害，而不负赔偿责任。但是，本款规定不影响共同海损的分摊。

货方负责举证证实承运人知道货物在运输中确切的危险性。

17 温控货

17.1 在未事先书面通知（如由货方或者货方代理人缮制提单，则需在提单正面栏目注明）货物性质和特殊温控范围要求的情况下，货方保证任何托运的货物不要求温度控制；而且一旦温控集装箱由货方装载或其代表装载，货方要进一步保证集装箱已经预先进行了正确的温度调整，且如果货物在承运人接受前由货方装载于集装箱并且温控装置也是由货方设置的，货方要保证正确的设置。

如上述要求未予满足，对货物因此遭受到的任何损失承运人不承担责任。

17.2 在运输开始前和开始时，如果承运人对维护温控箱的正常运转尽到了合理谨慎，则对由于温控设备或者集装箱上的任何设备的缺陷、故障、中断、停机等造成的货物损失，承运人不承担责任。

18 运费

18.1 在承运人接收到货物时，运费和其他费用应视为承运人已经赚取并应由货方支付，且在任何情况下不予返还也不能扣减。

在货物抵达目的地时，应向承运人支付运费和其他费用，且在交付货物前支付。

18.2 为了核实运费，承运人保留对于货物和集装箱，拖车，平板车或类似的运输工具内的物品进行检查的权利，以便于确定重量、尺码、货物价值或性质。如果由货方提供的货物细节不正确，货方有义务向承运人支付应收运费和已收运费之差五倍的款项，或者两倍应收运费扣除已收运费之差额，以其中数额较小者作为议定赔偿金。

18.3 所有与货物有关的应付款、税费或其他费用应由货方支付。

若设备是由承运人提供的，则货方应支付所有非因承运人的过失或疏忽造成的滞港费/滞箱费和其他费用。

18.4 对于因战争、类似战争行为、军事行动、罢工、政府指令、瘟疫、流行病以及其他不可抗力事件引起的任何偏离运输路线、延误或任何性质的费用增加，货方应按运费金额的比例补偿承运人。

18.5 尽管承运人接受了向其他人收取与本提单项下运输有关的运费、手续费或其他费用的指示，但货方仍应在收到相关证据且款项未付款的情况下，对此类款项负责。

19 留置权

就在本运输合同项下向承运人应付的所有费用和向任何人应付的共同海损分摊额，承运人有权留置货物及/或扣留相关单证。在适用法律规定的限度内，就货方在其他运输合同项下向承运人应付的所有费用，

承运人也有权留置货物及/或扣留相关单证。承运人可以在任何时候采取任何他认为合理的方式行使此等留置权或扣留权。

20 共同海损

货方应补偿承运人所可能遭受的任何针对承运人的共同海损性质的索赔要求，并且应承运人要求，提供相关担保。

21 互有责任碰撞

如果承运船与另一船舶发生碰撞是由于对方船的疏忽和承运船在航行或管理方面的任何行为、疏忽或过失所造成，货方保证支付承运人（当承运人并非承运船船东和不占有船舶时，承运人是作为承运船船东及/或光船租船人的受托人接收该费用）一笔足以赔偿承运人及/或承运船船东及/或光船租船人向对方船或非承运船或其船东承担的全部损失或责任的款项，但是这种损失或责任只能是对方船或非承运船或其船东已经支付或要支付给货方的货物灭失或损坏或由货方提出的任何索赔，并已经由对方船或非承运船或其船东作为其部分索赔向承运船或其船东或光船租船人或承运人抵消、扣除或收回者。除相碰的船舶或物体外，任何其他船舶或物体的所有者、经营者或管理人员，在碰撞、接触、搁浅或其他事故中有过失时，上述规定也适用。

22 通知

22.1 根据第14条的规定在交付货物后，除非收货人将货物灭失或损坏的通知以书面方式提交承运人，则此种交付视为承运人已经按照提单的记载交付货物以及货物表面状况良好的初步证据。

22.2 货物灭失或者损坏非显而易见的，根据第15条的规定在货物交付次日起连续七日内，集装箱货物交付次日起连续十五日内，收货人未提交书面通知的，适用前款规定。

23 部分无效

当任何条款全部或部分被认定为无效时，本提单及本提单的其他条款整体或部分的有效性将不受影响。

24 美国条款

尽管有其他条款的规定，对于进出美国港口的货物，美国海上货物运输法（最近有效的版本）强制适用于本提单。

25 分合同

25.1 承运人将有权根据任何条款，直接或间接地将合同下货物的装卸、积载及运输和所有与货物操作有关的业务部分或全部分包出去。

25.2 每个承运人的雇佣人员或者代理人或者分合同人将享有和承运人同样的权利，免责，抗辩。因此承运人将被视为这些雇佣人员或代理人的代理或托管人，这些雇佣人员或代理人将被视为是提单所证明的海上运输合同的一方。

C.2 国际货运代理多式联运提单背面条款（英文）

1 Definitions

"Carrier" means the issuer of this B/L or the party on whose behalf this B/L has been signed and/or the party who assumes liability for the performance of or procuring performance the multimodal transport contract.

"Merchant" means and includes the shipper, the consignor, the consignee, the holder of this B/L, the receiver and the owner of the goods, any person entitled to the possession of the Goods or of this B/L and anyone acting on behalf of such person.

"Shipper" means the person who concludes the multimodal transport contract with the carrier.

"Consignee" means the person entitled to take delivery of the goods under the Multimodal Transport B/L.

"Taken in charge" means that the goods have been handed over to and accepted for carriage by the carrier at the place of receipt evidenced in this B/L.

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

"Freight" includes all charges payable to the Carrier in accordance with applicable tariffs and this B/L.

2 Applicability

This International Multimodal Transport Bill of Lading applies to international carriage of Goods by unimodal or multimodal transport involving one or several modes of transport.

3 Carrier's Tariff

The terms of the carrier's applicable tariff are incorporated herein. Copies of the relevant provisions of the applicable tariff are available from the carrier upon request. In the case of inconsistency between this B/L and the applicable tariff, this B/L shall

prevail.

4 Jurisdiction and Applicable Law

Any dispute arising under and/or in connection with this B/L shall be determined by the law of the People's Republic of China and any action against the carrier shall be brought before the People's Court in the People's Republic of China.

Notwithstanding the preceding Article, when the carriage of goods includes carriage by sea or waterway within People's Republic of China, any action against the carrier shall be brought before the Maritime Court in the People's Republic of China.

5 Issuance of this B/L

5.1 By issuance of this B/L, the carrier

- a) 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 B/L) to the place of delivery designated in this B/L;
- b) Assumes liability as set out in these conditions.

5.2 Subject to the conditions of this B/L, the carrier shall be responsible for the acts and omissions 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 B/L, as if such acts and omissions were his own.

6 Negotiability and Title to the Goods

6.1 This B/L 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 B/L, shall be entitled to receive or to transfer the goods herein mentioned.

6.2 The information in this B/L shall be prima facie evidence of the taking in charge by the carrier 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 B/L.

However, proof to the contrary shall not be admissible when the B/L has been transferred to the consignee for valuable consideration who in good faith has relied and acted thereon.

7 Methods and Routes of Transportation

Without notice to the merchants, the carrier has the liberty to choose or substitute the means, route and procedure to be followed in the handling, stowage, storage and transportation of the goods. However the Carrier shall make reasonable efforts to inform the Merchant about the means and route of transport.

8 Matters Affecting Performance

If at any time the carriage is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage of any kind (including the condition of the goods), whensoever and howsoever arising (whether or not the carriage is commenced) the carrier may without notice to the merchant, abandon the carriage of the goods and where reasonably possible, place the goods or any part of them at the merchant's disposal at any place which the carrier may deem safe and convenient, whereupon the responsibility of the carrier in respect of such goods shall cease.

9 Carrier's Liability and Limitation of Carrier's Liability

9.1 The responsibility of the carrier with respect to the goods under these conditions covers the period from the time when he has taken the goods in his charge to the time of delivery.

9.2 Arrival times are not guaranteed by the carrier. However, delay in delivery only occurs when the goods have not been delivered within the time expressly agreed upon.

9.3 If the goods have not been delivered within ninety consecutive days following such date of delivery as determined in Clause 9.2, the claimant may, in the absence of evidence to the contrary, treat the goods as lost.

9.4 When the cause for loss of or damage to the goods or delay in delivery occurred during one specific stage of the transport, provisions on Carrier's liability, limitation of liability and time bar in international conventions or mandatory national laws applicable in the country of that particular stage of transport shall apply to the Carrier.

9.5. Unless otherwise agreed by the Carrier and the Merchant, when the cause for loss of or damage to the Goods or delay in delivery cannot be localized to one specific stage of the transport:

- a) If the carriage of Goods under this B/L includes carriage of goods by sea or by waterway within People's Republic of China, it shall be assumed that the cause occurred during transport by sea transport or waterway transport within People's Republic of China and the provisions on carrier's liability, limitation of liability and time bar in the

Maritime Law of People' s Republic of China shall apply to the Carrier;

b) If a) does not apply and the carriage of Goods under this B/L includes carriage of goods by international railway, it shall be assumed that the cause occurred during railway transport and the provisions on carrier' s liability, limitation of liability and time bar in the Agreement on International Railway Freight Communications (SMGS) of Organization for Co-operation Between Railways (OSJD) shall apply to the Carrier;

c) If neither a) or b) applies, the Carrier is responsible for loss of or damage to the Goods or delay in delivery when such loss, damage or delay is caused by the fault or neglect of his own, his servants or agents or any other person referred to in Clause 5.2:

i) The liability of the Carrier for loss of or damage to the Goods shall be limited to an amount not exceeding 8.33 SDR per kilogram of gross weight of the Goods lost or damaged. The liability of the Carrier for delay in delivery shall be limited to an amount not exceeding the equivalent of the freight under the contract for carriage of Goods under this B/L.

“SDR” means Special Drawing Right 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 basis of the method of conversion established by the authorities in charge of foreign exchange control in People' s Republic of China on the issuing date of this B/L.

ii) The Carrier shall be discharged of all liability under these conditions unless suit is brought within one year after the delivery of the Goods, or the date when the Goods should have been delivered, or the date when in accordance with Article 9.2 failure to deliver the Goods would give the claimant the right to treat the Goods as lost.

iii) The burden of proving that the loss of or damage to the Goods or delay in delivery is caused by the fault or neglect of the Carrier, his servants or agents or any other person referred to in Clause 3.2, shall rest on the Merchant.

9.6 When the carrier is liable for compensation in respect of loss of or damage to the goods, such compensation shall be calculated by reference to the actual value of the goods at the time of shipment plus freight and insurance premium if paid.

9,7 The merchant agrees and acknowledges that the Carrier has no knowledge of the value of the Goods and higher compensation may be claimed only when, with the consent of the carrier, the value for the goods declared by the shipper which exceed the limits laid down in this

clause has been stated in this B/L and extra freight has been paid as required. In that case the amount of the declared value shall be substituted for that limit. Any partial loss or damage shall be adjusted pro rata on the basis of such declared value.

9.8 The Carrier shall only be liable for loss following from delay in delivery if the Shipper has made a declaration of interest in timely delivery which has been accepted by the Carrier and stated in this B/L.

9.9 The aggregate liability of carrier shall not exceed the limits of liability for total loss of the goods.

9.10 Save as is otherwise provided herein, the Carrier shall in no event be liable for direct or indirect or consequential loss or damage arising from any other cause whatsoever or loss of profits.

10 Merchant' s Responsibility

10.1 When the information of the goods for insertion in this B/L is furnished by the merchant or on his behalf, the shipper shall be deemed to have guaranteed to the carrier the accuracy, at the time the goods were received by the carrier, of all particulars relating to the general nature of the goods, their marks, number, weight, volume and quantity.

10.2 The shipper shall indemnify the carrier against all loss, damage and expense resulting from any inaccuracy or inadequacy of such particulars, even if the B/L has been transferred by the shipper.

10.3 The merchant warrants to the carrier that the merchant has checked the particulars relating to the goods as set forth on the front of this B/L on receipt of this B/L. The merchant also warrants that the goods are lawful and are not contraband.

10.4 The merchant shall indemnify the carrier against all liabilities, costs, losses, damages, fines, penalties, expenses or other sanctions of a monetary nature arising or resulting from any breach of the warranties above mentioned or from any other cause in connection with the goods for which the carrier is not responsible.

10.5 The merchant shall comply with all regulations or requirements of customs, port, railways and other authorities, and shall bear and pay all duties, taxes, fines, imposts, expenses or losses of the goods incurred and/or sustained by reason of any failure to so comply or by reason of any illegal, incorrect or insufficient marking, numbering or addressing of the goods, and shall indemnify the carrier in respect thereof.

10.6 If Containers supplied by or on behalf of the Carrier are unpacked at the Merchant' s

premises, the Merchant is responsible for returning the empty Containers, with interiors clean, odour free and in the same condition as received, to the point or place designated by the Carrier, within the time prescribed. Should a Container not be returned in the Tariff, the Merchant shall be liable for any detention, loss or expense incurred as a result thereof.

11 Shipper Packed Containers etc.

11.1 If a container has not been filled, packed or stowed by the carrier, the carrier shall not be liable for any loss of or damage to its contents and the merchant shall cover any loss or expense incurred to the carrier, if such loss or expense has been caused by

- a) Negligent filling, packing or stowing of the container, or
- b) The contents being unsuitable for carriage in container, or
- c) The defect or unsuitability of the containers supplied by the merchant, or if supplied by the carrier if the defect or unsuitability of the container would have been apparent upon reasonable inspection by the merchant.

The provisions of Clause 11.1 above also apply with respect to trailers, transportable tanks, flats and pallets which have not been filled, packed or stowed by the carrier.

11.2 The carrier or any person authorised by the carrier shall be entitled, but under no obligation, to open any container or package at any time and to inspect the goods without notice to Merchant, and expenses resulting from such inspections shall be borne by Merchant.

11.3 If a Container packed by the Merchant is supplied by the Carrier, the Merchant shall the Container when picking it up at the point or place designated by the Carrier It shall be prima facie evidence of the Container being sound and suitable for use if the Container is picked out of such point or place by the Merchant. .

12 Applicability to Actions in Tort

These conditions apply to all claims against the carrier relating to the performance of the contract evidenced by this B/L, whether the claim be founded in contract or in tort.

13 Liability of Servant, Agent or Independent Contractor

13.1 If an action for loss or damage to the goods is brought against a servant, agent or independent contractor, including stevedores or any of those referred to in Clause 5.2 such person shall be entitled to avail himself the defense and limits of liability which the

carrier is entitled to invoke under this B/L.

13.2 The aggregate of the amounts recoverable from the carrier and his servant's agents or independent contractors including stevedores and any of those referred to in Clause 5.2 shall in no case exceed the limits provided for in this B/L.

14 Delivery

14.1 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 B/L, 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 carrier is entitled to call upon the merchant to take delivery.

14.2 If the goods are not taken by the merchant at the time when the carrier is entitled to call upon him to take delivery, then the carrier shall be at liberty to land such goods at a place he deems fit at the sole risk and expense of the merchant and the carrier's responsibility of delivery of goods shall be deemed to have been fulfilled.

14.3 If the goods are unclaimed during a reasonable time whenever the goods will become deteriorated, decayed or worthless, the carrier may, at his discretion and without any responsibility attaching to him sell, abandon or otherwise dispose of such goods solely at the risk and expense of the merchant.

15 Deck Cargo and live animals

15.1 In case the carrier intends to ship the goods on deck, he shall give notice to the shipper or comply with the custom of the trade or the relevant laws or administrative rules and regulations.

15.2 When the goods have been shipped on deck in accordance with the provisions of clause 16.1, the carrier shall not be liable for the loss of or damage to the goods caused by the special risks involved in such carriage.

15.3 Live animals are carried without responsibility on the part of the carrier for any accident, injury, illness, death, loss or damage arising at any time whether caused by unseaworthiness or negligence or any other cause whatsoever.

16 Dangerous Goods and Indemnity

16.1 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 carrier in writing of the exact nature of the danger, character, name, label and classification (if applicable) of the Goods before such goods are taken in charge by the carrier and indicate to him, if need be, the precautions to be taken.

16.2 If the merchant fails to provide such information and the carrier is unaware of the dangerous nature of the goods and the necessary precautions to be taken and if, at anytime, 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 carrier against all loss, damage, liability, or expense arising out of their being taken in charge, or their carriage, or of any service incidental thereto.

16.3 Notwithstanding the carrier's knowledge of the nature of the dangerous goods and his consent to carry whether or not the merchant has informed the carrier of the nature of the danger of the goods, he may still have such 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.

The burden of proving that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest on the merchant.

17 Temperature Controlled Cargo

17.1 The merchant undertakes not to tender for transportation any goods which require temperature control without previously giving written notice (and filling in the box on the front of this B/L if this B/L has been prepared by the merchant or a person acting on his behalf) of their nature and particular temperature range to be maintained and in the case of a temperature controlled container stuffed by or on behalf of the merchant, further undertakes that the container has been properly pre-adjusted, that the goods have been properly stuffed in the container and that its thermostatic controls have been properly set by the merchant before receipt of the goods by the carrier. If the above requirements are not complied with, the carrier shall not be liable for any loss of or damage to the goods caused by such non-compliance.

17.2 The carrier shall not be liable for any loss of or damage to the goods arising from defects, derangement, breakdown, stoppage of, the temperature controlling machinery, plant, insulation or any apparatus of the container, provided that the carrier shall before or at the beginning of the carriage exercise due diligence to maintain the temperature controlled container in an efficient state.

18 Freight

18.1 Freight and charges shall be deemed earned on receipt of the goods by the carrier and shall be paid by the merchant and non-returnable and non-deductible in any event.

Freight payable at destination together with other charges is due on arrival of the goods at the place of destination and shall be paid before delivery of the goods.

18.2 For the purpose of verifying the freight basis, the carrier reserves the right to have the goods and the contents of containers, trailers, transportable tanks or similar articles of transport inspected in order to ascertain the weight, measurement, value or nature of the goods. In case the particulars of the goods furnished by the merchant are incorrect, the merchant shall be liable and bound to pay to the carrier a sum either five times the difference between the correct freight and the freight charged or to double the correct less the freight charged, whichever sum is the smaller as liquidated damage to the carrier.

18.3 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 Carrier, the Merchant shall pay all demurrage/detention and charges which are not due to a fault or neglect of the Carrier.

18.4 The Merchant shall reimburse the Carrier 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, strikes, government directions, plague, epidemics or any other event of force majeure.

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

19 Lien

The Carrier shall have a lien on the Goods and/or detain any document relating thereto for all sums due to the Carrier under this contract of carriage and for general average contributions to whomever due. The Carrier shall, to the extent permitted by the applicable law, also have a lien on the Goods and/or detain any document relating thereto for all sums due by the Merchant to the Carrier under any other contract of carriage. The Carrier may enforce such lien or detention at any time in any reasonable manner which he may think fit.

20 General Average

The merchant shall indemnify the carrier 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 carrier in this connection.

21 Both to Blame Collision

If the carrying ship comes into collision with another ship as a result of the negligence of the other ship and any act, neglect or default in the navigation or the management of the carrying ship, the merchant undertakes to pay the carrier, or where the carrier is not the owner and in possession of the carrying Vessel, to pay to the Carrier as trustee for the owner and/or demise charterer of the carrying ship against all loss or liability to the other or non-carrying ship or her owner insofar as such loss or 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 ship or her owner as part of their claim against the carrying ship or her owner or demise charterer or the carrier. The foregoing provisions shall also apply where the owner, pilots, or those in charge of any ship or ships or objects, other than, or in addition to the colliding ships or objects, are at fault in respect to a collision, contact, stranding or other accident.

22 Notice

22.1 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 carrier when the goods are delivered to the consignee in accordance with Clause 15, such handing over shall be deemed to be prima facie evidence of the delivery by the carrier of the goods as described in this B/L and of the apparent good order and condition of such goods

22.2 Where the loss or damage is not apparent, the preceding provision shall apply if notice in writing is not given within 7 consecutive days after the day when the goods were delivered to the consignee in accordance with Clause 15, or, in the case of containerized goods, within 15 days thereof.

23 Partial Invalidity

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

24 USA Clause

With respect to the goods carried to and from the United States of America,

notwithstanding any other term hereof, this B/L shall have effect subject the provisions of the Carriage of Goods by Sea Act of United States of America the latest effective version.

25 SUBCONTRACT

25.1 Carrier shall be entitled to subcontract directly or indirectly on any terms the whole or any part of the handling, storage, or carriage of the goods and all duties undertaken by Carrier in relation to the goods.

25.2 Every servant or agent or subcontractor of Carrier shall be entitled to the same rights, exemption from liability, defenses and immunities to which Carrier is entitled. For these purposes, Carrier shall be deemed to be acting as agent or trustee for such servants or agents, who shall be deemed to be parties to the contract evidenced in this Bill of Lading.

参 考 文 献

- [1] 1991年联合国贸易和发展会议/国际商会多式联运单证规则 (UNCTAD/ICC Rules for Multimodal Transport Documents, 1991)