

承攬運送業標準營運條款 Freight Forwarder Standard Trading Conditions

條 款	條款內容	條款內容英文版	法條依據
第一條 承運方責任 Article 1 Carrier's Responsibility	承運方應依善良管理人之注意義務安排運送。 對於託運物品之喪失、毀損或遲到，除法令另有規定或本條款另有約定外，承運方應負賠償責任。	The carrier shall arrange for the transport of the goods with the due care of a good administrator. The carrier is liable for any loss, damage or delay in the delivery of the goods entrusted to him, except as otherwise provided by law or except there is another agreement.	民法§634
第二條 運送時程 Article 2 Schedule of Transportation	託運物品應於約定期間內運送之。無約定者，依習慣。無約定亦無習慣者，應於相當期間內運送之。前項所稱相當期間之決定，應顧及各該運送之特殊情形。	The goods shall be transported within the agreed time; in the absence of such agreement, custom shall rule; and in the absence of such agreement or custom, transportation shall be done within a reasonable time. In determining what a reasonable time is as mentioned in the preceding paragraph, the circumstances of each particular case shall be taken into consideration.	民法§632
第三條 危險物品告知義務 Article 3 Declaration of Dangerous Goods	託運物品依其性質，對於人或財產有致損害之虞者，委託人於訂立契約前，應將其性質告知承運方，怠於告知者，對於承運方因此所致之損害，應負賠償之責。	If the goods are of such a nature as are likely to cause injury to persons or property, the sender shall declare their nature to the carrier before making the contract of carriage, failing which he shall be liable to make compensation for any injury caused thereby.	民法§631
第四條 貴重物品報告責任	金錢、有價證券、珠寶或其他貴重物品，除委託人於託運時報明其性質及價值並註明於載貨證券者外，承運方對於其喪失或毀損，不負責任。 價值經報明者，承運方以所報價額為限，負其責任。	The carrier is not liable for the loss or damage of the bullion, coins, precious stones, jewelley, valuables, antiques or such other valuables, unless he is given notice of the nature and value of such goods when they are entrusted to him.	民法§639

<p>Article 4 Responsibility for Declaration of the Valuables</p>		<p>If their value is declared, the liability of the carrier is limited to such declared value.</p>	
<p>第五條 貨櫃載重驗證責任 Responsibility for VGM</p>	<p>委託人就所交運之貨櫃，應以符合「我國實施載貨貨櫃總重驗證指導原則」之方式進行重量驗證及向承運方申報。倘因申報不實致生任何成本、費用之增加、貨物之毀損、滅失或延遲運送，就承運方所受之損害，委託人應予負責。</p>	<p>The shipper shall verify the cargo gross weight and declare with the carrier in accordance with the「Guidelines regarding implementation of The Verified Gross Mass of a Container in Taiwan」。The shipper is liable for all additional costs or expenses and shall be responsible for any cargo damage, loss or delay in delivery, as a result of the Verified Gross Mass Weight has not been verified correctly.</p>	
<p>第六條 從速檢查貨物義務 Article 6 Obligation to Inspect the Cargo</p>	<p>貨物經有受領權利人受領，受領人應即確認貨物情狀，並採行下列方式之一，否則承運方推定已依照載貨證券之記載，交清貨物。 一、提貨前或當時，受領權利人已將毀損滅失情形，以書面通知承運方。 二、提貨前或當時，毀損滅失經共同檢定，作成公證報告書。 三、毀損滅失不顯著而於提貨後三日內，以書面通知承運方。 四、在收貨證件上註明毀損或滅失。</p>	<p>Once the cargo has been delivered to the person entitled to delivery, such delivery shall be prima facie evidence of the delivery by the carrier of the cargo as described in the bill of lading unless:</p> <ol style="list-style-type: none"> 1. Notice of the general nature of damage or loss been given in writing by the person entitled to take delivery to the carrier before or at the time of the delivery of the cargo, or 2. The damage or loss of the cargo has, before or at the time of the delivery of the cargo, been the subject of joint survey and the survey report has been made, or 3. If the damage or loss be not apparent, the carrier has been notified in writing within three days, or 4. The damage or loss has been remarked on the receipt of delivery of the cargo. 	<p>海商法§56</p>

<p>第七條 放貨 Article 7 Cargo Discharge</p>	<p>承運方除非接受委託人之指示電放，否則受貨人請求交付託運物品時，應將載貨證券交還。</p> <p>依交貨地法令要求將貨物交給某機關或其他人，由受貨人自該機關或該第三人處提領貨物者，承運方之責任，僅至交貨予該機關及其他第三人時止。</p>	<p>Unless the carrier accepts the seaway bill under the sender's instruction, the consignee shall return the bill of lading on his requesting the delivery of goods.</p> <p>According to the regulations where the goods is delivered to, when the cargo is delivered to some authority or some person and the consignee will take the delivery from the authority or the third party, the responsibility of the carrier is limited to the delivery to the authority or the third party.</p>	
<p>第八條 包裝不固 Article 8 Defects in Packing</p>	<p>託運物品因包裝不固而喪失或毀損時，承運方不負賠償。</p>	<p>The carrier is not liable for any loss or damage in the delivery of the goods entrusted to him due to the defects in packing.</p>	
<p>第九條 承運方免責事由 Article 9 Carrier's Exception Clause</p>	<p>承運方因下列事由，無須負賠償責任：</p> <p>一、承運方如能證明對於物品之接收保管、運送人之選定、在目的地之交付，及其他與承攬運送有關之事項，未怠於注意者，不負賠償責任。</p> <p>二、委託人於託運時故意虛報貨物之性質或價值，運送人或船舶所有人對於其貨物之毀損或滅失，不負賠償責任。</p> <p>三、法令規定承運方無須賠償之事由。</p>	<p>The carrier shall not be liable for any indemnity if:</p> <ol style="list-style-type: none"> 1. The carrier is liable for any loss, damage or delay in the delivery of the goods entrusted to him, except he can prove that he has not failed to exercise due care in the reception and custody of the goods, in the selection of the carrier, in the delivery at the destination and in all other matters connected with the transportation. 2. Where the nature or value of the cargo have been fraudulently declared by the shipper at the time of shipment, neither the carrier nor ship-owner shall be liable for any damage to or loss of the cargo. 3. The causes as specified in laws. 	<p>民法§661</p>

<p>第十條 賠償限額 Article 10 Limitation of Liability</p>	<p>因遲到之損害賠償額，不得超過因其託運物品全部喪失可得請求之賠償額。 除託運物品之性質及價值於裝載前，已經委託人聲明並註明於載貨證券者外，運送人或船舶所有人對於貨物之毀損滅失，其賠償責任，以每件特別提款權六六六·六七單位或每公斤特別提款權二單位計算所得之金額，兩者較高者為限。 前項規定，若承運方有故意或重大過失，不得主張之。運費及其他費用，因託運物品之喪失、毀損，無須支付者，應由前項賠償額中扣除之。</p>	<p>Injuries in the case of delay in delivery shall not exceed the amount which could be claimed in case of the total loss of the goods. Unless the nature and value of the cargo have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship owner shall be liable for any damage to or loss of the cargo in an amount exceeding 666.67 Special Drawing Rights per package or 2 Special Drawing Rights per kilogram, whichever is the higher. If the loss, damage or delay is due to the intentional acts or gross negligence of the carrier, the carrier may not claim for other injuries, if any. The freight and other expenses which need not be paid in consequence of the loss of or damage to the goods transported shall be deducted from the amount of damages specified in the preceding paragraph.</p>	<p>海商法§70</p>
<p>第十一條 無人提領貨物時之處置 Article 11 Disposal of the Unclaimed Cargo</p>	<p>受貨人所在不明或對託運物品受領遲延或有其他交付上之障礙時，承運方應通知委託人，並請求其指示。如委託人未即為指示，或其指示事實上不能實行，或承運方不能繼續保管託運物品時，承運方得寄存託運物品於倉庫。 託運物品如有不能寄存於倉庫之情形，或有易於腐壞之性質或顯見其價值不足抵償運費及其他費用時，承運方得拍賣之。 因本條原因產生之相關費用，由委託人負擔。</p>	<p>If the consignee cannot be found, or he delays to take delivery of the goods or there are other difficulties of delivery, the carrier shall immediately notify the sender thereof and ask for his instructions. If the instructions of the sender are not made or are impracticable, or if the carrier cannot keep the goods any longer in his custody, the carrier may deposit the goods in a warehouse. If circumstances are such that deposit in a warehouse is</p>	<p>民法§650</p>

		impossible, or if the goods are of a nature of easy to corrupt, or if it is obvious that their value will not be sufficient to cover the freight and other expenses, the carrier may sell the goods by auction. Any cost arising from the said reason will be at the expense of the sender.	
第十二條 通關 Article 12 Customs Clearance	就通關事項，委託人應自負其責，如為運送上必要文件或必要說明，委託人應向承運方提出。	The sender shall supply the carrier with the documents which are necessary for the transport of the goods or required by the tax officials and police authorities and furnish the necessary information to that effect.	民法§626
第十三條 承運方留置權 Article 13 Carrier's Lien	承運方為保全現在及以往之運費及其他費用得受清償之必要，按其比例，對於託運物品，有留置權。 運費及其他費用之數額有爭執時，受貨人得將有爭執之數額提存，請求託運物品之交付。	The carrier is entitled to retain such portion of the goods as may be necessary to secure payment of freight and other expenses. If the amount of the freight and other expenses be disputed, the consignee is entitled to ask for the delivery of the goods on lodging the amount in dispute.	民法§662
第十四條 時效 Article 14 Prescriptive Right	貨物之全部或一部毀損、滅失者，自貨物受領之日或自應受領之日起，一年內未起訴者，承運方解除其責任。	Claims against a forwarding agent for loss or damage in the transportation are extinguished by prescription if not exercised within one year from the date of the delivery of the goods or from the date when such delivery ought to have taken place.	民法§666
第十五條 管轄 Article 15 Governing	雙方間之爭議，雙方應本諸誠意協商解決，若不能解決，雙方同意由中華民國之法院管轄。管轄之相關規定，悉依中華民國法律定之。	Any dispute arisen out or in connection with this transportation shall be settled amicable. Where an amicable resolution is not possible, both parties agree to bring such disputes before a court of the R.O.C. to exercise jurisdiction	海商法 78

		over the matter. As for the regulations of jurisdiction, the laws of the Republic of China will be applied.	
第十六條 準據法 Article 16 Applicable Law	雙方間之爭議，除應依航運慣例為適當合理認定外，雙方同意依中華民國相關法令決之。	Should any dispute arise out or in connection with this transportation, both parties agree to recognize such dispute in a proper and reasonable manner in accordance with the marine custom and practice, and further settle such dispute in accordance with the laws of the Republic of China.	海商法 77