

CONDITIONS FOR USE BY FREIGHT FORWARDERS

供貨運代理人使用的服務條件

Part I: General conditions 第 1 章：一般條件

Definitions 定義

1. In these conditions 在這些條件中：

a. Authority A duly constituted legal or administrative person, acting within its legal powers and exercising jurisdiction within any nation, state, municipality, port or airport.

當局 (Authority) 指在一國家、州、市、港口或機場內被正式任命的在其法律權力的範圍內依法實施管轄權的任何法人或行政人員。

b. Carriage means the whole or any part of the operations and services of whatsoever nature undertaken by the Company in relation to the Goods, including but not limited to the loading, unloading, storage, warehousing and handling of the goods.

運輸 (carriage) 指由本公司從事的不論何種性質的與商品有關的整個或其任何一部份的業務與服務，包括：但不限於該商品的裝、卸、儲存、倉儲與搬運。

c. Company is YATARI EXPRESS CO., LTD., and/or Yatai logistics CO., and /or Yatari Express Int'l Inc., and the subsidiaries as Appendix A

本公司 (the company) 指 燁泰運通有限公司; 燁泰國際運輸代理有限公司; 及其他分公司

d. Container includes, unless otherwise indicated, any vehicle, container, flat, pallet, trailer, transportable tank and similar items used for the Consolidation of goods as well as mobile plant and timber packages.

集裝箱 (Container) 包括：任何車輛、集裝箱、平板車、貨板、拖車、可運輸的槽罐、用於拼裝貨物的類似的物體、以及可移動的裝置與木料包裝體。

e. Customer means any person, whether themselves an agent or a principal, at whose request or on whose behalf the Company provides a service.

客戶 (Customer) 指任何人，不論他們以自己名義或是代理人身份，自行要求或代表委託人要求本公司提供服務的人。

f. Dangerous Goods includes goods that are or may become of a dangerous, inflammable, radio-active or damaging nature, goods liable to taint or affect other goods and goods likely to harbour or encourage vermin or other pests.

危險品 (Dangerous Goods) 包括具有或會變成具有危險性、易燃性的、放射性的、會造成他物損壞特性的貨物；會污染、影響其它貨物的貨物；可能隱藏或易滋生蟲害或其它害蟲的貨物。

g. Goods includes the cargo and any container not supplied by or on behalf of the

Company, in respect of which the Company provides a service;

貨物 (Goods) 包括：不是由本公司或代表本公司提供的貨物或任何集箱，本公司對此貨物或集裝箱提供了服務。

h. 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;

海牙規則 (Hague Rules) 指 1924 年 8 月 25 日於布魯塞爾簽訂的統一有關提單某些規定的國際公約

i. Instructions means a statement of the Customers specific requirements;

指示(Instructions) 指客戶特定要求的說明

j. Owner includes the owner, shipper and consignee of the Goods and any other Person who has or may have a legal or equitable relationship to the Goods at a relevant point of time and anyone acting on their behalf.

貨主(Owner) 包括貨物的所有人、托運人與收貨人及其它在某個有關的時候對該貨物擁有或可能擁有合法的或合理關係的人及代表他們行事的任何人。

k. Person includes persons or any body or bodies corporate.

人 (person) 包括自然人或任何人或法人。

Application 申請

2.

- a. Subject to sub-clause (B) below, all services and activities of the Company in the course of business of the Company whether gratuitous or not are subject to these Conditions.
在受下列 (B) 條制約的情況下，本公司業務過程中的所有服務專案與活動，不論有酬與否，均要受這些服務條件的制約。
- i) The provisions of Part I shall apply to all such services and activities.
第 1 章的規定適用於本公司所有服務專案與活動。
- ii) The provisions of Part II shall only apply to the extent that the Company provides such services and activities as agents.
第 2 章的規定只適用於本公司做為代理人提供服務與活動的範疇。
- iii) The provisions of Part III shall only apply to the extent that the Company provides such services and activities as principals.
第 3 章的規定只適用於本公司做為委託人提供服務與活動的範疇。
- b. Where a document bearing a title of or including “bill of lading” (whether or not negotiable), or “waybill” is issued by or on behalf of the Company and provides that the Company contracts as carrier, the provisions set out in such document shall be paramount in so far as such provisions are inconsistent with these Conditions.

當本公司簽發了或代表本公司簽發了帶有“提單”或包括“提單”（不論是否為不可轉讓的）標題的文件或“空運提單”，且這些文件規定：本公司是做為承運人簽訂合約的，該檔中所訂出的條款規定，凡是與本服務條件不一致時，則成為至高無上的規定首先適用。

- c. Every variation, cancellation or waiver of these Conditions must be in writing signed by a Director of the Company. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these Conditions.

這些服務條件的每一個變化、刪除或放棄均必須由本公司的董事書面簽署。本公司在此通告：任何其它人無任何權利或將授與任何權利對這些服務條件的變化、取消或放棄表示同意。

3. All services and activities are provided by the Company as agents except in the following circumstances where the Company acts as principal:

本公司做為代理人提供各種服務與活動，但在下述情況下，本公司做為委託人時成為例外：

- a. where the company performs any carriage, handling or storage of Goods but only to the extent that the carriage is performed by the Company itself or its servants and the Goods are in the actual custody and control of the Company, or
在本公司從事任何運輸、搬運或存儲貨物工作時，但僅限於：本公司自己或其僱傭人從事該運輸，及該貨物處於本公司實際保管與控制之下時，或
- b. where prior to the commencement of any carriage, handling or storage of Goods the Customer in writing demands from the Company particulars of the identity, services or charges of persons instructed by the Company to perform part or all of the carriage, the Company shall be deemed to be contracting as a principal in respect of that part of the carriage in respect of which the Company fails to give such particular demanded within 28 days of the Company's receipt of such demand, or
在任何運輸、搬運或儲存開始之前，客戶書面要求本公司提供受本公司指示而從事部分或全部運輸的人員的身份、服務專案或費用資料時，本公司應被視作委託人，為那部分的運輸與他人簽訂合同。而對此種運輸，本公司未能在收到此要求後的28 天內提供這種所要求的資料，或
- c. to the extent that the Company expressly agrees in writing to act as a principal, or
本公司書面明確同意做為委託人來行事時，或
- d. to the extent that the Company is held by a court of law to have acted as a principal.
本公司被法院認定已做為委託人行事時。

4. Without prejudice to the generality of clause 3,
無損於上述第 3 條的普遍適用性：

- a. the charging by the Company of a fixed price for a service or services of whatsoever nature shall not in itself determine or be evidence that the Company is acting as an agent or a principal in respect of such service or services;

無論何種性質的服務，本公司就此服務所收取的固定費用不得作為認定本公司是否為委託人或代理人提供該服務的證據；

- b. the supplying by the Company of their own or leased equipment shall not in itself determine or be evidence that the Company is acting as an agent or a principal in respect of any carriage, handling or storage of Goods;

本公司無論以自有的或租來的設備為任何貨物的運輸、搬運或存儲提供服務的，均不得作為認定本公司是否為委託人或代理人提供該服務的證據；

- c. the Company acts as an agent where the Company procures a bill of lading or other document evidencing a contract of carriage between a person, other than the Company, and the Customer or Owner;

當本公司所獲的提單或其它單證能證明某人（不是本公司）與該客戶或貨主存在著某個運輸合約時，本公司做為代理人行事。

- d. the Company acts as an agent and never as a principal when providing services in respect of or relating to customs requirements, taxes, licenses, consular documents, certificates of origin, inspection, certificates and other similar services;

當本公司提供有關海關要求、關稅、營業執照、領事文件、原產地證書、檢驗證書、各種證書與其它類似性質的服務時，本公司均是以代理人身份行事的，而絕不是以委託人身份行事。

- e. Quotations are given on the basis that immediate acceptance and are subject to the right of withdrawal or revision. If any changes occur in the rates of freight, insurance premiums or other charges applicable to the goods, quotations and charges shall be subject to revision accordingly with or without notice.

報價是以立即接受該報價為基礎做出的。這種報價要受到撤回報價或修改報價的權利的制約。任何運價、保險費的變化或適用於該貨物的費用、報價與費用的變化要受本條件的相應規定的制約，有通知或無通知均一樣。

Obligations of Customer 客戶的義務

5. The Customer warrants that he is either the Owner or the authorized agent of the Owner of the Goods and that he is authorized to accept and is accepting these Conditions not only for himself but also as agent for and on behalf of the Owner of the Goods.
該客戶保證：他是該貨物的貨主，或是該貨主授權的代理人；他不僅是為自己並做為被授權的代理人代表該貨主接受這些服務條件的。
6. The Customer warrants that he has reasonable knowledge of matters affecting the conduct of his business, including but not limited to the terms of sale and purchase of the Goods and all other matters relating thereto.
該客戶保證：他清楚地知道與其業務有關的事項，包括知道但不限於，該貨物買賣的條款及與此有關的其它各種事項等。
7. The Customer shall give sufficient and executable Instructions.

該客戶須給予足夠清晰的並可執行的指示。

8. The Customer warrants that the description and particulars of the Goods are complete and accurate.

該客戶保證：該貨物的名稱與細節情況是完整，精確的。

9. The Customer warrants that the Goods are properly packed, marked, labelled and stowed in a manner appropriate to any operations or transactions affecting the Goods and the characteristics of the Goods except where the Company has accepted instructions in respect of such services.

該客戶保證：該貨物已經過適當的包裝，加上標識，標籤並適合在任何操作的狀態下進行堆放，但在本公司已收到這方面服務的指示時除外。

Special Instructions, Goods and services

特殊的指示，特殊的貨物與特殊的服務

10.

- a. Unless otherwise previously agreed in writing, the Customer shall not deliver to the Company or cause the Company to deal with or handle Dangerous Goods.

除非事先得到本公司書面同意，該客戶不得將危險品交付本公司，或要本公司來處理或處置危險品。

- b. If the Customer is in breach of sub-clause (A) above he shall be liable for all loss or damage whatsoever caused by or to or in connection with the Goods howsoever arising. The Customer shall defend, indemnify and hold harmless the Company against all penalties, claims, damages, costs and expenses whatsoever arising in connection therewith and the goods may without notice be destroyed or otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time.

如果該客戶違反了上述（A）的規定，客戶必須對所有損失或損壞負責，不論發生原因或由該貨物引起的或與該貨物有關，在所不問。該客戶應保護、補償本公司，使本公司免於負擔與該貨物有關的各種罰款、索賠、損壞、費用，不論發生的原因，且無須事先通告本公司可以徑行銷毀或任意方式處置掉該貨物，所有費用由該客戶或貨主負擔。

- c. If the Company agrees to accept Dangerous Goods and then, in the opinion of the Company or any other person, they constitute a risk to other goods, property, life or health they may without notice be destroyed or otherwise dealt with at the expense of the Customer or Owner.

如果本公司同意受理這些危險品貨物，但本公司或相關機構、人員認為該危險品貨物可能危及其它貨物、財產、生命或健康時，本公司可以徑行銷毀或任意方式處置掉該貨物且無須事先通告，所有費用由該客戶或貨主負擔。

11.

- a. The Customer undertakes not to tender for transportation any Goods that require temperature control without previously giving written notice of their nature and particular temperature range to be maintained.

除非事先書面通知貨物的性質及特定的要維持的溫度的範圍，客戶保證無任何貨物需要在運輸中控制溫度。

b. In the case of a temperature controlled Container stuffed by or on behalf of the Customer by a third party, the Customer further undertakes that;

如客戶或其指定任何協力廠商實施溫控集裝箱的裝箱，該客戶還進一步保證：

i) the Container has been properly pre-cooled or preheated as appropriate, and

該集裝箱已適當地進行預冷或預熱，及

ii) the Goods have been properly stuffed in the container, and

該貨物已適當地裝入該集裝箱，及

iii) its thermostatic controls have been properly set by the Customer or the third party.

該客戶或該協力廠商已將集裝箱的恆溫控制設定妥當。

If the above requirements are not complied with the Company shall not be liable for any loss of or damage to the Goods caused by such non-compliance.

如上述要求未遵守執行，本公司對因未遵守上述要求所造成的該貨物的任何損失或損壞不予負責。

12.

a. No insurance will be effected except upon express instructions given in writing by the Customer. All insurance effected by the Company is subject to the usual exceptions and conditions of the policies of the insurance Company or underwriters taking the risk.

除非該客戶已給予書面明確的指示，本公司將不另行安排貨物保險。所有由本公司安排的保險均要受承保此項風險的保險公司或保險人的保單內的一般性的除外條款與承保條件的制約。

b. The Company is an agent of the Customer in respect of effecting insurance.

在安排保險一事上，本公司是該客戶的代理人。

c. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment but may declare it on any open or general policy.

除非已另有書面同意，本公司對每一批貨無任何義務另行安排保險，但可在開式保單或一般性保單內宣佈有這樣的保險。

d. Should the insurers dispute their liability for any reason the insured shall have recourse against the insurers only. The Company shall not have any responsibility or liability whatsoever in relation to the insurance notwithstanding that the premium upon the policy may not be at the same rate as that charged by the Company or paid to the Company by its customers.

如果保險人以任何理由對自己的責任提出異議時，被保險人必須只向保險人提起追索。本公司對此項保險無任何責任，即使該保單項下的保費與本公司所收的保費或本公司的客戶付給本公司的保費不是基於同一的費率。

13. The Company shall not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods, or as to any special interest in delivery unless express written instructions to that effect have been received and accepted by the Company.

本公司將無義務為了任何法規、公約或合同的目的而宣佈任何貨物的價值或性質，或者，

宣佈交貨方面的特殊利益，除非本公司已收到並已接受這種內容的書面明確指示。

14.

- a. Unless otherwise previously agreed in writing or otherwise provided for under the provisions of a document signed by the Company, instructions relating to the delivery or release of Goods against payment or against surrender of a particular document shall be in writing.

除非事先得到本公司書面同意或在本公司簽定的文件中已另有規定，任何有關付款交付貨物或要憑某種文件才可交付貨物的指示必須是書面指示。

- b. The Company's liability resulting from such instructions relating to the delivery or release of the goods other than in writing shall not exceed that provided for in respect of mis-delivery of Goods.

由於有關該貨物的交付、放行的上述指示不是以書面做出而導致的本公司的責任，將以不超過錯誤交付貨物所規定的責任為限。

- 15.** Unless otherwise previously agreed in writing that the Goods shall depart or arrive by a particular date, the Company accepts no responsibility for departure or arrival dates of Goods, whether or not any such delay is caused by the negligence of the Company and/or its servants or agents.

除非事先得到本公司的書面同意稱該貨物將在某特定之日離港或到港，本公司對該貨物離、抵港之日不予負責。不論任何這樣的延誤是否是由於本公司的疏忽和/或其工作人員或代理人的疏忽所引起的。

General Indemnities 一般性補償

16.

- a. The Customer and Owner shall defend, indemnify and hold harmless the Company against all liability, loss, damage, costs and expenses arising:

客戶與貨主必須保護、補償本公司，使本公司免予遭受由下述情況所引起的各種責任、損失、損害、費用、成本：

- i) from the nature of the goods unless caused by the Company's negligence, 由該貨物的性質引起的，除非是本公司的疏忽所導致
- ii) out of the Company acting in accordance with the Customer's or Owner's instructions, or 由於本公司按照該客戶的或貨主的指示而引起的，或，
- iii) from a breach of warranty or obligation by the Customer or arising from the negligence of the Customer or Owner. 由於該客戶違反了保證或義務或由於該客戶或貨主的疏忽而引起的。

- b. Except to the extent caused by the Company's negligence, the Customer and Owner shall be liable for and shall defend, indemnify and hold harmless the Company in respect of all duties, taxes, imposts, levies, deposits and outlays of whatsoever nature levied by an Authority in respect of the Goods, Dangerous Goods and/or Container and for all liabilities,

payments, fines, costs, expenses, loss and damage whatsoever incurred or sustained by the Company in connection therewith.

除非是本公司的疏忽所導致，客戶與貨主應當保證本公司不必承擔任何當局就該貨物、危險品和/或集裝箱，或任何其它責任所徵收的罰款、成本、費用、損失及由本公司遭受的而與上述原因有關而發生的任何性質的損害所徵收的各種稅款、關稅、課稅、征款、押金、各種性質的開支予以負責。該客戶與貨主並保護、補償本公司，使本公司免于遭受此等損害。

- c. Advice and information in whatever form it may be given is provided by the Company for the Customer and/or Owner only and the Customer and/or Owner shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of any other person relying on such advice or information. The Customer shall not pass such advice or information to any third party without the Company's written agreement and the Customer and/or Owner shall indemnify the Company against any loss suffered because of a breach of this condition.

不論本公司以何種形式所能給予的意見和資訊，它都是僅給予該客戶或貨主的。該客戶和/或貨主應當保證本公司不必承擔任何其它人因依據意見和資訊所引起的各種責任、損失、損害、成本與費用，該客戶和/或貨主要保護、補償本公司，使本公司免于遭受此等損害。該客戶在未得到本公司書面同意前，不得將這種意見和資訊轉交給任何協力廠商。該客戶和/或貨主因違反了此服務條件應補償本公司所遭受的任何損失。

d.

- i) The Customer undertakes that no claim be made against any servant, sub-contractor or agent of the Company which imposes or attempts to impose upon any of them any liability whatsoever in connection with the Goods, if any such claim should nevertheless be made, to indemnify and hold harmless the Company against all consequences thereof.

客戶保證：不對本公司的任何工作人員、分承包商或代理人提出任何形式要求或索賠。這種要求或索賠對上述人員施加了或企圖施加與該貨物有關的任何性質的責任。如果竟然向上述人員提出了任何這種要求或索賠，該客戶則應補償本公司，免于遭受其各種後果。

- ii) Without prejudice to the foregoing, every such servant sub-contractor or agent shall have the benefit of all provisions herein, as if such provisions were expressly for their benefit. In entering into this contract the Company, to the extent of those provisions, does so not only on his behalf but as agent and trustee for such servants, subcontractors and agents.

在無損予前述規定有效性的情況下，任何這樣的工作人員、分承包商或代理人均享有本服務條件中所規定的所有權利，就好象這些規定是為了他們的利益而制定那樣。本公司在簽定本合約時，就本服務條件中所做規定而言，不僅是代表自己，還是為這些工作人員，分承包商與代理人作為代理人與受託人來行事的。

- iii) The Customer shall defend, indemnify and hold harmless the Company from and against all claims, costs and demands whatsoever and by whomsoever made or preferred in excess of the liability of the Company under the terms of these Conditions and without prejudice to the generality of this clause this indemnity shall cover all claims, costs and demands arising from or in connection with the negligence of the Company, its servants, sub-contractors and agents.

該客戶將保護、補償本公司，使本公司免予遭受無論是何種性質的或是由什麼人提出的各種索賠、費用與要求，或免予遭受超過了本服務條件項下本公司責任的索賠、費用與要求。在無損於這些服務條件的普遍性的情況下，此項補償將包括補償由本公司、其工作人員，分承包商與代理人的疏忽或與該疏忽有關所引起的各種索賠、費用與要求。

- iv) In this clause, "sub-contractors" includes direct and indirect sub-contractors and their respective servants and agents.

在這一條款中，“分承包商”一詞包括直接的與間接的承包商及他們各自的工作人員與代理人。

- e. The Customer shall be liable for the loss, damage, contamination, soiling, detention or demurrage before, during and after the Carriage of property (including, but not limited to, Containers) of the Company or any person or vessel referred to in (D) above caused by the Customer or Owner or any person acting on behalf of either of them or for which the Customer is otherwise responsible.

客戶對本公司或貨主或任何代表他們行事的任何人或該客戶要為之負責的任何人所引起的上述（D）中所提到的船舶，本公司或任何人的財產（包括，但不限於，集裝箱）在運輸之前、之中、之後所發生的損失、損害、污染、弄髒、被留滯、或被延誤要予以負責。

Charges, etc. 費用等.

17.

- a. The Customer shall pay to the Company in cash or as agreed all sums immediately when due without reduction or deferment on account of any claim, counterclaim or set-off.

一旦款項到期，客戶必須以現金或其它彼此同意的貨幣立即付給本公司，且不得藉口因任何索賠、反索賠或相互抵扣等情況而扣減、或延期支付此費用。

- b. When the Company is instructed to collect freight, duties, charges or other expenses from any person other than the Customer, the Customer shall be responsible for the same on receipt of evidence of demand and non payment by such other person when due.

當本公司受客戶指示向任何第三人收取運費、稅款、費用或其它費用時，該客戶在收到本公司請款單或該第三人應付而未支付的證據時，客戶應向本公司承擔付款義務。

- c. On all amounts overdue to the Company, the Company shall be entitled to interest, calculated in accordance with the Late Payment of Commercial Debts (Interest) Act 1998,

at 8% above the prevailing Official Dealing Rate of the Bank of England during the period that such amounts are overdue.

對所有欠本公司到期未付的款項，本公司有權收取這種款項的利息，按1998年商業欠款遲付法（利息），以英格蘭銀行通行的官方處理利率以上的8%費率，按該欠款逾期未付的期間計算該利息。

Liberties and Rights of Company 免責事項與本公司的權利

- 18.** The **Company** shall be entitled, except insofar as has been otherwise agreed in writing, to enter into contracts, on any terms whatsoever, on behalf of itself or the Customer and without notice to the Customer
- 除非至今已另有書面協議，否則本公司有權代表其自己或該客戶，並在不通知客戶的情況下，為下述事項，以任何條款，與他人簽訂合同。
- a. for the carriage of Goods by any route, means or person,
以任何途徑、以任何方式，由任何人來運輸該貨物，
 - b. for the carriage of Goods of any description whether containerized or not on or under the deck of any vessel,
運送任何種類的貨物，不論這種貨物是否已裝入集裝箱，是否裝在承運船舶的甲板上和艙內，
 - c. for the storage, packing, transshipment, loading, unloading or handling of Goods by any person at any place whether on shore or afloat and for any length of time,
由任何人，在任何地方，不論是否在岸上、或在水上，不論用多長的時間，來儲存、打包、轉口、裝船、卸船或搬運該貨物，
 - d. for the carriage or storage of Goods in containers or with other goods of whatever nature,
用集裝箱來運輸或存放該貨物或與其它任何性質的其它貨物一起存放、運輸該貨物，
 - e. for the performance of its own obligations, 來履行其自己的義務。

and to do such acts as in the opinion of the Company may be necessary or incidental to the performance of the Company's obligations.

並做出本公司認為必要的行動，或為履行本公司義務而連帶做出的行動。

- 19.**
- a. The Company shall be entitled but under no obligation, to depart from the Customer's instructions in any respect if in the opinion of the Company there is good reason to do so in the Customer's interest and it shall not thereby incur any additional liability.

如果為了客戶的利益所在，本公司有權決定是否繼續遵從客戶的指示行事，但本公司無義務承擔由此導致地額外責任。
 - b. The Company may at any time comply with the orders or recommendations given by any

Authority. The responsibility of the Company in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.

本公司可在任何時候遵從任何當局所給予的命令或建議。在按照此命令或建議將貨物交付後或其它方法處置後，本公司終止對該貨物的任何責任。

- 20.** If at any time the performance of the Company's obligations, in the opinion of the Company or any person whose services the Company makes use of, is or is likely to be affected by any:

如果按本公司的或本公司使用其服務的人的觀點，在本公司履行義務的任何時候受到或有可能受到下列任何情況的影響時：

- (a) hindrance, 阻撓
- (b) risk, 風險
- (c) delay, 延誤
- (d) difficulty, or 困難, 或
- (e) disadvantage whatsoever 任何不利情況

and which cannot be avoided by reasonable endeavours by the Company or such other person, the Company may, on giving notice in writing to the Customer or Owner or without notice where it is not reasonably possible to give such notice, treat the performance of its obligations as terminated and place the Goods or any part of them at the Customer or Owner's disposal at any place which the Company may deem safe and convenient, whereupon the responsibility of the Company in respect of the Goods shall cease. The Customer shall be responsible for any additional costs of carriage to, and delivery and storage at, such place and all other expenses incurred by the Company.

而且這些情況本公司或這個人不可能經過合理的努力而得到避免，本公司可在向該客戶或貨主發出書面通知後，或在不可能合理地發出此項通知時，將其義務的履行視為已終止，將該貨物或其任何一部分放在本公司認為安全、方便的任何地方，交由該客戶或貨主來處置。此後本公司對該貨物的責任將予停止。該客戶將對本公司所發生的將該貨物運至該地點，在該地點交付與存儲所發生的所有的額外的費用與各種其它費用予以負責。

- 21.** If the Customer or Owner does not take delivery of the Goods or any part thereof at the time and place when and where the Company, or any person whose services the Company makes use of, is entitled to call upon the Customer or Owner to take delivery thereof, the Company or such other person shall be entitled, without further notice, to store the Goods or any part of the Goods in the open or under cover at the sole risk and expense of the Customer. Such storage shall constitute delivery of the Goods and the liability of the Company shall wholly cease.

如果客戶或貨主未按本公司或本公司使用其服務的人有權要該客戶或貨主收貨的時間、地點收貨或收該貨的一部分，本公司或該人將有權，在不做進一步通知的情況下，將該貨物或其任何部分存放在露天場地或存放在有遮蔽的場地，由該客戶負擔風險與費用。這樣的存放將構成貨物的交付。本公司對該貨物的責任將全部終止。

22. Notwithstanding clauses 20 and 21, the Company shall be entitled, but under no obligation, at the expense of the Customer payable on demand and without any liability to the Customer and Owner, to sell or dispose of

儘管有20、21條的規定，在下述情況下，本公司將有權根據要求但不必須，將所有的貨物賣掉或處理掉，所有費用由該客戶承擔，而不必對該客戶與貨主承擔任何責任：

- a. on giving 21 days' notice in writing to the Customer all Goods which in the opinion of the Company cannot be delivered as instructed, and
在向該客戶提前21天發出通知後，對本公司認為無法按指示交付的所有貨物予以賣掉或處理掉，
- b. without notice Goods which have perished, deteriorated or altered, or are liable to do so, in a manner which has caused or may be reasonably expected to cause loss or damage to any person or property or to contravene applicable regulations or requirements.
將已引起或可能合理預期會對任何人或財產造成損失或損害，或會違反適用的規則或要求，或已變質的、腐爛的或發生變化的貨物，在不通知的情況下，予以賣掉或處置掉。

23.

- a. The Company shall have a particular and general lien on all Goods and/or documents relating to Goods in its possession for all sums of whatsoever kind and nature due at any time from the Customer or Owner and on giving 28 days notice in writing to the Customer, shall be entitled to sell or dispose of such Goods and/or documents at the expense of the Customer and without any liability to the Customer and Owner and apply the proceeds in or towards the payment of such sums. Upon accounting to the Customer for any balance remaining after payment of any sum due to the Company and the costs of sale or disposal the company shall be discharged of any liability whatsoever in respect of the Goods and/or documents. If on the sale of the Goods the proceeds fail to realize the amount due, the Company shall be entitled to recover the difference from any of the parties included in the terms Customer or Owner.

對於任何時候到期應由該客戶或貨主應付與本公司的任何性質的款項，在提前28天書面通知該客戶後，本公司對在本公司掌握下的所有貨物或與貨物有關的文件享有特定的或一般的留置權。本公司將有權對這樣的貨物和/或檔予以銷售或處置掉。費用由該客戶負擔。該客戶與貨主無任何責任。本公司將用售得款支付這些欠款。一旦欠款、任何餘款、銷售或處理貨物的費用結算後，本公司將解除對該貨物和/或檔的任何性質的責任。如果在銷售該貨物時，所售得款無法付清所欠款項，本公司將有權向符合客戶或貨主條件的任何有關方追索差額。

b. In any event any lien shall:

在任何情況下，任何留置

- i) survive the delivery of the goods, and
均不得影響該貨物的交付；和
- ii) extend to cover the cost of recovering any sums due and for that purpose the Company shall have the right to sell the Goods and documents by public auction or private treaty, without notice to the Customer or Owner and at the Customer's

and/or Owner's expense and without any liability towards the Customer or Owner. 任何的留置將延伸索取為討回所欠金額所花費的費用，並為上述目的，承運人將有權公開拍賣賣掉該貨物與檔或進行私下處置，對貨方不予通知，費用由貨方負擔，且不必對貨方承擔任何責任。

24. The Company shall be entitled to retain and be paid all brokerages, commissions, allowances and other remunerations customarily retained by or paid to freight forwarders.
本公司有權扣留將依慣例由貨運代理人享有的各種傭金、經手費、補貼及其它報酬，並付給本公司。
25. The Company shall have the right to enforce against the Owner and the Customer jointly and severally any liability of the Customer under these Conditions or to recover from them any sums to be paid by the Customer, which upon demand have not been paid.
本公司有權對該貨主與客戶共同地或連帶地實施本服務條件下該客戶所應負的任何責任，或追索該客戶經要求應付而仍未付給本公司的任何款額。

Containers 集裝箱

- 26.
- a. If a Container has been packed or stuffed by or on behalf of the Customer, the Company shall not be liable for loss of or damage to the Goods if:
如果集裝箱是由客戶或由他人代表其裝箱的，如出現下述情況，本公司將對貨物的損失或損壞不予負責：
- i) caused by the manner in which the Container has been packed or stuffed,
貨損貨差是由該集裝箱裝貨方式不當所引起的；
 - ii) caused by the unsuitability of the contents for carriage in the Container actually used, unless the Company has approved the suitability
貨損、貨差是因集裝箱內的貨物不適予用實際所使用的集裝箱來運輸；除非本公司已證明該貨適予用集裝箱運輸；
 - iii) caused by the unsuitability or defective condition of the Container actually used provided that where the Container has been supplied by or on behalf of the Company this paragraph (iii) shall only apply if the unsuitability or defective condition: 貨損、貨差是因實際所使用的集裝箱不適貨或箱體有缺陷造成的。若該集裝箱是本公司或他人代表本公司提供的，如果箱體不適貨或有缺陷，有下述情況時，則僅予以適用該（iii）條款：
 - (a) was not caused by negligence on the part of the Company, or
不適貨、有缺陷不是本公司的疏忽所引起時，或
 - (b) would have been apparent upon reasonable inspection by the Customer or Owner or person acting on behalf of either of them at or prior to the time when the Container was packed or stuffed.

如該客戶或貨主或代表他們行事的人在該集裝箱裝進貨時或之前對該集裝箱進行過合理的檢查就能查明。

- iv) the Container is not sealed at the commencement of the Carriage except where the Company has agreed to seal the Container.

在運輸開始時，該集裝箱未予鉛封，但本公司已同意為該集裝箱進行鉛封時除外。

- b. The Customer shall defend, indemnify and hold harmless the Company against any claim, liability, loss, damage, costs and expenses arising from one or more of the matters covered in (A) above.

該客戶對上述（A）所包括的事項所帶來的任何索賠、責任、損失、損害、成本與費用，均應為本公司加以抗辯並給予補償，使本公司免受此等損害。

- c. Where the Company is instructed to provide a Container, in the absence of a written request to the contrary accepted by the Company, the Company is not obliged to provide a Container of any particular type or quality.

當本公司得到指示要提供一集裝箱時，在本公司未收到與此相反的書面請求時，本公司無義務去提供任何特定型號或品質的集裝箱。

General Liability 一般性責任

27.

- a. Except insofar as otherwise provided by these Conditions, the Company shall not be liable for any loss or damage whatsoever arising from:

除本服務條件已另有規定的外，本公司對由於下述情況所產生的任何損失或損害均不予負責：

- i) the act or omission of the Customer or Owner or any person acting on their behalf, 由該客戶或貨主或代表他們行事的人員的行為或不作為所引起的；
- ii) compliance with the instructions given to the Company by the Customer, Owner or any other person entitled to give them, 由於遵從該客戶、貨主，或其它任何有權給予指示的人給本公司的指示所引起的；
- iii) insufficiency of the packing or labelling of the Goods except where such service has been provided by the Company, 由於該貨物的包裝不足或標識不足所引起的，但這些服務是由本公司提供時則除外
- iv) handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf, 由於該客戶、貨主或代表他們行事的任何人搬動、裝入、積載、或卸下貨物所引起的；
- v) inherent vice of the Goods, 由於該貨物固有的毛病所引起的；
- vi) riots, civil commotions, strikes, lockouts, stoppage or restraint of labour from whatsoever cause, 由於暴亂、民眾騷動、罷工、關廠、停工或因某種原因對勞工的限制所引起的；
- vii) fire, flood or storm, or

- viii) 由火災、洪水或風暴所引起的，或
any cause which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence.
由本公司無法避免的任何原因所引起的，即使做出了合理謹慎，其後果也是無法防止的。

- b. Where under sub-clause (A) above the Company is not under any liability for loss or damage caused by one or more of the causes, events or occurrence above, the Company shall only be liable to the extent that the causes, events or occurrences for which he is liable under these Conditions have contributed to the loss or damage. The burden of proof that the loss or damage was due to one or more of the causes, events or occurrences specified in sub-clause (A) above shall rest upon the company, save that when the Company establishes that in the circumstances of the case, the loss or damage could be attributed to one or more of the causes, events or occurrences specified in (iii) to (vi) of sub-clause (A), it shall be presumed that it was so caused. The Customer shall, however, be entitled to prove that the loss or damage was not in fact caused wholly or partly by one of the causes, events or occurrences listed under sub-clause (A).

在上面（A）諸條款的情況下，本公司對上面一項或多項原因，事件或發生的事所引起的損失或損害不承擔任何責任。本公司將僅限於，根據本服務條件應予負責的事故原因、事件或所造成的損失或損害而承擔責任。舉證證明該損失、損害是上面（A）各條款所規定的一起或多起起因、事件或所發生的事件所造成的舉證責任在於本公司。但當本公司證明：在該案的具體情況下，這種損失或損害是由上面（A）中（iii）至（v）各條所規定的一個或多個原因、事件或發生的事所引起的則除外。此時，應視為：這些損失，損害就是這樣引起的。而該客戶也有權證明：該損失或損害事實上不是全部或部分地由上面（A）各條款中所列明的一種起因、事件或發生的事所引起的。

- c. The Company shall not be liable for loss or damage to property other than the Goods themselves howsoever caused.

本公司對不是該貨物的財產，不論什麼原因所引起的損失或損害均不予負責。

- d. Subject to clause 15, the Company shall not be liable for economic loss in any form, such as indirect or consequential loss or damage, loss of profit, delay, deviation, howsoever caused.

根據第15條的規定，本公司對任何形式的經濟損失，不論何種原因所引起的直接的或後果性的損失、損害、利潤的損失、時間的延誤均不予負責。

Amount of Compensation 賠償的數額

28. Except in so far as otherwise provided by these Conditions, the liability of the Company, howsoever arising, and notwithstanding that the cause of loss or damage be unexplained shall not exceed the following:

除這些服務條件已另有規定的外，本公司的責任，不論這種責任是怎麼出現的，以及儘管損失、損害的起因還無法得到解釋，將不得超過所損失、損壞、誤交、誤運的貨物的

- a. in respect of all claims other than those subject to the provisions of sub-clause (B) below, whichever is the least of

對該貨物已提出了索賠的。除受制於下面 (B) 條款的規定，本公司對所有的索賠案的責任將不得大於 (i) 與 (ii) 兩者中價值較少的那個價值，

i) the value of, or 該貨物的價值，或

ii) USD2 per gross kilogram of, 該貨物每公斤 2 美元的價值

the Goods lost, damaged, misdirected, mis-delivered or in respect of which a claim arises.

b. In respect of claims for delay where not excluded by the provisions of these Conditions, the amount of the Company's charges in respect of the Goods delayed.

對本服務條件的規定未予排除在外的延誤索賠案，本公司的責任將以不超過本公司就該延誤的貨物所收取的費用為限額。

29.

a. Compensation shall be calculated by reference to the ex works invoice value of the Goods plus Carriage charges and insurance if paid.

賠付數額按該貨出廠發票金額加運輸費及如已付的保險費計算。

b. If there be no invoice value for the Goods, the compensation shall be calculated by reference to the value of such Goods at the place and time when they are delivered to the Customer or Owner or should have been so delivered. The value of the Goods shall be fixed according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

如該貨物無發票的價值，則按該貨在交付地，在交付給該客戶或貨主時的價值計算，或按應當交付時的價值計算。該貨的價值應按現行市場價確定，或，如果當時無貨物交換價，或現行市場價，則按同款同質貨物的商品正常價值確定。

30. By special agreement in writing and on payment of additional charges, higher compensation may be claimed from the Company not exceeding the value of the Goods or the agreed value, whichever is the lesser.

按書面的特別協議，在付了額外費用時，可向本公司索賠不超過該貨價值的或經雙方同意的價值的索賠款，以數值較少的為準。

Notice of Loss, Time Bar 損失的通知, 訴訟時效

31.

a. The Company shall be discharged of all liability unless:

除非是下述情況，本公司將解除所有的責任：

i) notice of any claim is received in writing by the Company or its agent within 14 days after the date specified in (B) below, except where the Customer can show that it was impossible to comply with this time limit and that the claim has been made as soon as it was reasonably possible so to do, and

除非在下面 (B) 內所規定的日期後14天內,本公司、其代理人收到任何書面的索賠通知。但如果該客戶能證明，他不可能遵從這種時間上的限制，及他已盡其所能儘快提出索賠時除外。

ii) suit is brought in the proper forum and written notice thereof received by the

Company within 9 months after the date specified in (B) below,
除非已在適當的法院提起訴訟，及根據下述（B）所規定的日期後9個月內
本公司已收到此項訴訟的通知。

otherwise any claim shall be deemed to be waived and absolutely barred.

否則，將視為任何的索賠均已放棄，並絕對地喪失時效。

b. The dates referred to at (A) above are:

以上(A)所指的日期是：

- i) in the case of loss or damage to Goods, the date of delivery of the Goods,
當發生貨物滅失或損壞，在交付該貨物之日起算，
- ii) in the case of delay or non-delivery of the Goods, the date that the Goods should
have been delivered,
當延遲交付或未交付該貨物時，在應當交付該貨物之日起算。
- iii) in any other case, the event giving rise to the claim.
在任何其它情況下，導致此項索賠的發生時起算。

General Average 共同海損

32. The Customer shall defend, indemnify and hold harmless the Company in respect of any claims for General Average contribution that may be made on the Company, irrespective of whether the carriage charges are pre-paid or not. The Customer shall provide such security as may be required by the Company for General Average contributions promptly and in a form acceptable to the Company.

不論運輸貨物的費用是否已付出，該客戶應保護、補償本公司，使本公司免受可能向本公司提出共同海損分攤的索賠之損害。該客戶應在本公司要求提供這種共損分攤的擔保時，迅速提供這種擔保且擔保的方式應為本公司可接受的方式。

Miscellaneous 其它事項

33. Any notice served by post shall be deemed to have to be given on the third day following the day on which it was posted to the address of the recipient of such notice last known to the Company.
任何經郵局發出的通知，在投郵後第三天應視為已送達到了收件人，以本公司最近所知的此通知上的收件人地址為準。
34. The defences and limits of liability provided for by these Conditions shall apply in any action against the Company whether such action be founded in contract or tort.
本服務條件所提供的防護與責任限制，適用於任何訴訟本公司的案件中，不論此項訴訟是否以合約或侵權為基礎而提出的。
35. If any legislation is compulsorily applicable to any business undertaken, these Conditions shall, as regards such business, be read as subject to such legislation and nothing in these

Conditions shall be construed as a surrender by the Company of any of its rights or immunities or as an increase of any of its responsibilities or liabilities under such legislation and if any part of these Conditions be repugnant to such legislation to any extent such part shall as regards such business be over-riden to that extent and no further.

如果有任何立法強制適用於任何所從事的業務，本服務條件專案下的這些業務應被理解為要受這種立法的制約。但這並不能被理解為本公司已放棄了本規則的任何權利與免責的權利或被理解為增加了自己在這種立法下的義務和責任。如本服務條件的某部分必須受該法約束，就這些業務而言，可以視為受該法約束，而其它部分依然有效。

- 36.** Headings of clauses or groups of clauses in these Conditions are for indicative purposes only.

在本服務條件中的各條款的或幾組條款的標題僅用於指明性的作用。

- 37.** Should any clause, or part of a clause, be found to be void or unenforceable, the remainder of that clause or section of the contract shall remain unaffected

如發現本服務條件中的任何條款或條款中的某些部分無效或無法實施，該條款的或該合同的其它部分仍不受影響。

Jurisdiction and Law 管轄權與法律

- 38.** These Conditions and any claim or dispute arising out of or in connection with the services of the Company shall be subject toTAIWAN, R.O.C. law and the exclusive jurisdiction of theTAIPEI..... Courts.

本服務條件和與本公司服務有關的、或由本公司服務而產生的任何索賠案、要求或爭議應適用____台灣____法律和受____台北____法院的排他性的管轄。

Part II: Company as agent 第 2 章 本公司作為代理人

Special Liability and Indemnity Conditions 特別的責任與補償的條件

39.

- a. To the extent that the Company acts as an agent, the Company does not make or purport to make any contract with the Customer for the carriage, storage or handling of the Goods nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with third parties so that direct contractual relationship are established between the Customer and such third parties.

本公司做為代理人時，不會也無意為該貨物的運輸、儲存或操作，或任何與貨物有關的實質性的服務而與該客戶簽訂任何合同。在做為代理人的情況下，本公司完全是代表該客戶行事，通過與協力廠商確立合同的方法，以獲得此項服務專案的，從而在該客戶與這樣的協力廠商之間得以確立直接的合同關係。

- b. The Company shall not be liable for the acts and omissions of such third parties referred to in sub-clause (A) above.

本公司對上面（A）中所提及的這個協力廠商的行為與不作為不予負責。

40.

- a. The Company when acting as an agent has the authority of the Customer to enter into contracts on the Customer's behalf and to do such acts so as to bind the Customer by such contracts and acts in all respects notwithstanding any departure from the Customer's instructions.

當本公司做為代理人行事時，獲有該客戶的授權，代表該客戶與他人簽訂合同，使該客戶在各方面受到該合同與行為的約束，無論已偏離該客戶的指示與否。

- b. Except to the extent caused by the Company's negligence, the Customer shall defend, indemnify and hold harmless the Company in respect of all liability, loss, damage, costs or expenses arising out of any contracts made in the procurement of the Customer's requirements in accordance with clause 39.

除非是因本公司的疏忽所導致，客戶對本公司按照第38條的規定，在為滿足客戶的需求的過程中所簽訂的任何合同所帶來的各種責任、損失、損害、成本或費用均應保護本公司，補償本公司，使本公司免受其害。

Choice of Rates 費率的選用

41. Where there is a choice of rates according to the extent or degree of liability assumed by persons carrying, storing, handling the Goods, no declaration of value where optional will be made unless otherwise agreed in writing.

按從事該貨物的運輸、儲存、搬動的人所負起的責任的程度或範圍而需選用費率時，將不宣佈所選擇的具體金額，除非已另有書面的協議。

Part III: Company as principal 第 3 章 本公司做為委託人

Special Liability Conditions 特別的責任條件

- 42.** To the extent that the Company contracts as principal for the performance of the Customer's instructions, the Company undertakes to perform or in its own name to procure the performances of the Customer's instructions and subject to the provisions of these Conditions shall be liable for the loss of or damage to the Goods occurring from the time that the Goods are taken into its charge until the time of delivery.
若本公司做為委託人以履行客戶的指示時，本公司負責履行或以本公司名義根據該客戶指示的履行，本公司受制於本服務條件即：本公司將對從該貨物在由本公司負責之時起到該貨物交付之時止，所發生的損失或損害予以負責。
- 43.** Notwithstanding other provisions in these Conditions, if it can be proved where the loss of or damage to the Goods occurred, the Company's liability shall be determined by the provisions contained in any international convention or national law, the provisions of which
儘管在本服務條件中有其它的規定，如果能證明：這些損失或損害的發生，本公司的責任將按任何國際公約或國家法律所包括的規定來加以確定，這種國際公約或國家法律的規定，
- a. cannot be departed from by private contract, to the detriment of the claimant, and 不得通過自由議定的合同而加以違背，而對索賠人產生不利的狀況，和
 - b. would have applied if the claimant had made a separate and direct contract with the actual provider of the particular service in respect of that service or stage of carriage where the loss or damage occurred and received as evidence thereof any particular document which must be issued if such international convention or national law shall apply.
如該索賠人已在此之前，對已發生損失或損壞的服務或運輸階段已與，與該特定的服務專案的實際提供者簽定了另外的、直接的合約，並且該索賠人收到了必須簽發的作為證據證明這種服務的任何特定檔若這種國際公約或國家法律是適用的，這些國際公約或國家法律的規定則應視為已予以適用。
- 44.** Notwithstanding other provisions in these Conditions, if it can be proved that the loss of or damage to the Goods occurred at sea or inland waterway and the provisions of clause 43 do not apply, the Company's liability shall be determined by the Hague Rules. Reference in the Hague Rules to carriage by sea shall be deemed to include reference to carriage by inland waterways and the Hague Rules shall be construed accordingly.
儘管本服務條件中有其它的規定，如果能證明：該貨物的損失或損害是在海上或內陸水域內發生的且第43條的規定不予適用，則本公司的責任將按海牙規則予以確定。凡海牙規則所涉及的海上運輸，應視為也包括內陸水域的運輸，並以海牙規則作出相應的解釋。
- 45.** Notwithstanding the provisions of clause 44 if the loss of or damage to the Goods occurred at sea or on inland waterways, and the Owner, Charterer or operator of the vessel

establishes a limitation fund, the liability of the Company shall be limited to the proportion of the said limitation fund allocated to the Goods.

儘管有第44條的規定，如果該貨的損失、損傷是在海上或內陸水域上發生的，如果該貨貨主、該船租船人或經營人設立了一筆責任限制基金，本公司的責任應限制在屬於該貨的上述責任限制基金成比例的部分。

46. Air Carriage 空運

If the Company acts as a principal in respect of a carriage of Goods by air, the following notice is hereby given:

如本公司為該空運貨的承運人，則發佈下述的聲明：

If the carriage involves an ultimate destination or stop in a country other than the country of departure, the Warsaw Convention may be applicable and the Convention governs and in most cases limits the liability of carriers in respect of loss of or damage to cargo. Agreed stopping places are those places (other than the places of departure and destination) shown under requested routing and/or those places shown in carriers' timetables as scheduled stopping places for the route. The address of the first carrier is the airport of departure.

如果本次運輸所涉及的最終目的地或約定的經停地點之一不是在始發地的國家內，則應適用華沙公約。該公約管轄、並在大多數情況下就承運人對貨物的損失、損壞的責任予以限制。所謂約定的經停地點即：是根據約定的航線所顯示的停留地點（非始發地與目的地）和/或空運承運人航班時刻表所顯示的航線中的預定停留地。第一空運承運人的位址是始發地的機場。

47. Both to Blame Collision Clause 雙方互有過失碰撞條款

The current Both-to-Blame Collision Clause as adopted by BIMCO is incorporated in these conditions.

BIMCO所採納的現行雙方互有過失碰撞條款已納入本服務條款中。

48. Subject to clause 35 above, the Company shall not be liable for any improper performance or non performance of its Services, or the consequence arising therefrom, except to the extent provided in this Part IV.

根據前述第35條的規定，本公司對其服務專案的任何不適當的履行或未履行，或由此而帶來的後果，均不予負責，但第4章所規定適用的除外。

49.

a. The Company's liability shall not exceed the reasonable cost of rectifying the services improperly or not performed by the Company, subject to a limit per Container of that Container's market value.

以所涉集裝箱的市場價值的單價為限，本公司的責任將不超過本公司為不當履行或未履行的服務而採取補救措施發生的合理的費用。

b. At the Company's sold option, the company may rectify at its own expense the services improperly or note performed. If the Company exercises this option, or is not given an

opportunity by the Customer or Owner to exercise this option, the Company shall not be liable for any costs incurred by the Customer or Owner in rectifying such services.

由本公司獨自抉擇的情況下，本公司可糾正其未適當履行或未履行的服務專案，費用由其自己負擔。如本公司實施了此抉擇權，或該客戶或貨主未給本公司以機會來實施此抉擇權，本公司對該客戶或貨主糾正這種服務專案時所發生的任何費用不予負責。

- 50.** The Customer and Owner undertake to inspect the Container on redelivery to the Customer or Owner or person acting on their behalf. The Company shall not be liable and the Customer and Owner shall defend, indemnify and hold harmless the Company against any loss, damage, liability, cost and expense in respect of or arising from an improper or non performance of the Company's services which would have been apparent upon reasonable inspection of the Container at the time of redelivery.

在該集裝箱交還給該客戶或該貨主或代表他們行事的人時，該客戶與貨主要負責檢查該集裝箱的狀況。本公司對在該集裝箱交還時，經合理檢查本應明顯看到的與本公司服務專案未適當履行或未履行的狀況有關的或由此產生的任何損失、損壞、責任、成本與費用均不予負責。該客戶與貨主應保護、補償本公司，使本公司免受上述損失，損壞等之害。

- 51.** The Company shall be discharged of all liability unless:

除非為下述情況，否則本公司在把該集裝箱交還給該客戶或貨主或代表他們行事的人後，介除所有的責任：

- i) notice of any claim is received by the Company in writing within 14 days, and
除非在 14 天內本公司收到任何索賠的書面通知。和
- ii) suit is brought in the proper form and written notice thereof received by the Company within 9 months after the date of redelivery of the Container to the Customer or Owner or person acting on their behalf".
除非在 9 個月內已正式起訴，本公司也已收到此項訴訟的書面通知。

Appendix A

Location	City	Name	Address
Taiwan	Taipei	YATARI EXPRESS CO., LTD.	RM.3, 2ND FL., NO.142 CHANG AN E RD., SEC.2. TAIPEI, TAIWAN.R.O.C.
Taiwan	Taichung	YATARI EXPRESS CO., LTD.	11F.-2, NO.303, JHONGMING S. RD., WEST DIST., TAICHUNG CITY 403, TAIWAN
Taiwan	Taipei	YATAI TRANSPORT CO., LTD.	RM.3, 2ND FL., NO.142 CHANG AN E RD., SEC.2. TAIPEI, TAIWAN.R.O.C.
Philippines	Manila	YATARI EXPRESS PHILIPPINES, INC.	SUITE 2906 WORLD TRADE EXCHANGE BLDG. 215 JUAN LUNA ST., BINONDO, MANILA, 1006 PHILIPPINES
Philippines	Davao	YATARI EXPRESS PHILIPPINES-DAVAO BRANCH Davao office	3 LDL Realty State Corporation Philippine-Japan Friendship Road, Bgy Buhangin Davao City.
Hongkong	Kowloon	Yatai Logistics Co., Ltd.	Room 103B, 1/F., Lai Cheong Factory Building, 479-479A Castle Peak Road, Lai Chi Kok, Kowloon, Hong Kong
China	Shanghai	Yatari Express CO.,LTD.	Rm603, Shanghai Trade Square, No.188 Siping Rd, Shanghai, China Tel: 0086-21-65085115
China	Tianjin	YATARI EXPRESS CO., LTD. TIANJIN BRANCH	RM903 A2 STAND TEDA NEW SKYLINE STANDARD BUSINESS CENTER, NO.12 NANHAI ROAD, THE 2ND AVENUE, TEDA, TIANJIN, CHINA 300457
China	Dongguan	DONGGUAN EXPRESS CO., LTD	Room 1505, Building #3, One Mall, First International, No. 200, Hongfu Road, Nancheng District, Dongguan City, Guangdong Province, China
China	Fuzhou	YATARI EXPRESS CO., LTD. FUZHOU BRANCH	1102RM, A-11F, WORLDWIDE PLAZA, NO.158 WUSI RD, FUZHOU, CHINA 350003
Malaysia	Klang, Selangor Darul Ehsan	YATARI EXPRESS (M) SDN. BHD.,	No.01-01-01, Lorong Batu Nilam 10A, Bandar Bukit Tinggi, 41200 Klang, Selangor Darul Ehsan.
Indonesia	Jakarta Utara	PT. Yatari Express Indonesia	BUKIT GADING RAYA KOMPLEK GADING BUKIT INDAH BLOK RA8, KELAPA GADING JAKARTA UTARA - INDONESIA
Thailand	Bangkok	YATARI EXPRESS (THAILAND) CO., LTD.	No. 3366/18-19 Soi Manorom, Rama 4 Road, Klongton, Klongtoey, Bangkok 10110 Thailand
USA	Los Angeles , California	YATARI EXPRESS INT'L INC.	4338 MAINE AVE, BALDWIN PARK, LOS ANGELES, CALIFORNIA 91706, USA
Vietnam	Ho Chi Minh City	YATARI EXPRESS VIETNAM CO LTD	NTR-05.03, Newton Residence Building,38 Truong Quoc Dung Street, Ward 08, Phu Nhuan District, Ho Chi Minh City, VN