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# 中华人民共和国海商法

# Maritime Law of the People's Republic of China

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主席令第六十四号

Presidential Decree No. 64

（1992年11月7日第七届全国人民代表大会常务委员会第二十八次会议通过 1992年11月7日中华人民共和国主席令第六十四号公布 自1993年7月1日起施行）

(Adopted at the 28th Meeting of the Standing Committee of the Seventh National People's Congress and promulgated by Order of the President [1992] No.64 on November 7, 1992)

第一章 总 则

Chapter 1 General Provisions

第一条   为了调整海上运输关系、船舶关系，维护当事人各方的合法权益，促进海上运输和经济贸易的发展，制定本法。

Article 1 This Law is enacted with a view to regulating the relations arising from maritime transport and those pertaining to ships, to securing and protecting the lawful rights and interests of the parties concerned, and to promoting the development of maritime transport, economy and trade.

第二条   本法所称海上运输，是指海上货物运输和海上旅客运输，包括海江之间、江海之间的直达运输。

Article 2 "Maritime transport" as referred to in this Code means the carriage of goods and passengers by sea, including the sea-river and river-sea direct transport.

本法第四章海上货物运输合同的规定，不适用于中华人民共和国港口之间的海上货物运输。

The provisions concerning contracts of carriage of goods by sea as contained in Chapter IV of this Law shall not be applicable to the maritime transport of goods between the ports of the People's Republic of China.

第三条   本法所称船舶，是指海船和其他海上移动式装置，但是用于军事的、政府公务的船舶和２０总吨以下的小型船艇除外。

Article 3 "Ship" as referred to in this Code means sea-going ships and other mobile units, but does not include ships or craft to be used for military or public service purposes, nor small ships of less than 20 tons gross tonnage.

前款所称船舶，包括船舶属具。

The aforesaid vessel shall include the vessel's equipment.

第四条   中华人民共和国港口之间的海上运输和拖航，由悬挂中华人民共和国国旗的船舶经营。但是，法律、行政法规另有规定的除外。

Article 4 Maritime transport and towage services between the ports of the People's Republic of China shall be operated by vessels flying the national flag of the People's Republic of China. However, if it is otherwise provided for in any law or administrative regulation, it shall be excluded.

非经国务院交通主管部门批准，外国籍船舶不得经营中华人民共和国港口之间的海上运输和拖航。

No foreign ships may engage in the maritime transport or towage services between the ports of the People's Republic of China unless approved by the competent authorities of transport and communications under the State Council.

第五条   船舶经依法登记取得中华人民共和国国籍，有权悬挂中华人民共和国国旗航行。

Article 5 Ships are allowed to sail under the national flag of the People's Republic of China after being registered, as required by law, and granted the nationality of the People's Republic of China.

船舶非法悬挂中华人民共和国国旗航行的，由有关机关予以制止，处以罚款。

Vessels illegally flying the national flag of the People's Republic of China during a voyage shall be prevented from so doing by the relevant organs and shall have a fine imposed.

第六条   海上运输由国务院交通主管部门统一管理，具体办法由国务院交通主管部门制定，报国务院批准后施行。

Article 6 All matters pertaining to maritime transport shall be administered by the competent authorities of transport and communications under the State Council. The specific measures governing such administration shall be worked out by such authorities and implemented after being submitted to and approved by the State Council.

第二章 船 舶

Chapter 2 Ships

第一节 船舶所有权

SECTION 1 OWNERSHIP OF SHIP

第七条   船舶所有权，是指船舶所有人依法对其船舶享有占有、使用、收益和处分的权利。

Article 7 The ownership of a ship means the shipowner's rights to lawfully possess, utilize, profit from and dispose of the ship in his ownership.

第八条   国家所有的船舶由国家授予具有法人资格的全民所有制企业经营管理的，本法有关船舶所有人的规定适用于该法人。

Article 8 With respect to a State-owned ship operated by an enterprise owned by the whole people having a legal person status granted by the State, the provisions of this Law regarding the shipowner shall apply to that legal person.

第九条   船舶所有权的取得、转让和消灭，应当向船舶登记机关登记；未经登记的，不得对抗第三人。

Article 9 The acquisition, transference or extinction of the ownership of a ship shall be registered at the ship registration authorities; no acquisition, transference or extinction of the ship's ownership shall act against a third party unless registered.

船舶所有权的转让，应当签订书面合同。

A written contract shall be signed when vessel ownership rights are assigned.

第十条   船舶由两个以上的法人或者个人共有的，应当向船舶登记机关登记；未经登记的，不得对抗第三人。

Article 10 Where a ship is jointly owned by two or more legal persons or individuals, the joint ownership thereof shall be registered at the ship registration authorities. The joint ownership of the ship shall not act against a third party unless registered.

第二节 船舶抵押权

Section 2 — Vessel Mortgage Rights

第十一条   船舶抵押权，是指抵押权人对于抵押人提供的作为债务担保的船舶，在抵押人不履行债务时，可以依法拍卖，从卖得的价款中优先受偿的权利。

Article 11 The right of mortgage with respect to a ship is the right of preferred compensation enjoyed by the mortgagee of that ship from the proceeds of the auction sale made in accordance with law where and when the mortgagor fails to pay his debt to the mortgagee secured by the mortgage of that ship.

第十二条   船舶所有人或者船舶所有人授权的人可以设定船舶抵押权。

Article 12 The owner of a ship or those authorized thereby may establish the mortgage of the ship.

船舶抵押权的设定，应当签订书面合同。

The mortgage of a ship shall be established by a written contract.

第十三条   设定船舶抵押权，由抵押权人和抵押人共同向船舶登记机关办理抵押权登记；未经登记的，不得对抗第三人。

Article 13 The mortgage of a ship shall be established by registering the mortgage of the ship with the ship registration authorities jointly by the mortgagee and the mortgagor. No mortgage may act against a third party unless registered.

船舶抵押权登记，包括下列主要项目：

Registration of vessel mortgage shall include the following main items:

（一）船舶抵押权人和抵押人的姓名或者名称、地址；

1. name or designation and address of the mortgagee and the name or designation and address of the mortgagor of the ship;

（二）被抵押船舶的名称、国籍、船舶所有权证书的颁发机关和证书号码；

(II) Name and nationality of the mortgaged ship and the authorities that issued the certificate of ownership and the certificate number thereof;

（三）所担保的债权数额、利息率、受偿期限。

3. amount of debt secured, the interest rate and the period for the repayment of the debt.

船舶抵押权的登记状况，允许公众查询。

The public may inquire into the registration of the mortgage of the ship.

第十四条   建造中的船舶可以设定船舶抵押权。

Article 14 Mortgage may be established on a ship under construction.

建造中的船舶办理抵押权登记，还应当向船舶登记机关提交船舶建造合同。

In registering the mortgage of a ship under construction, the building contract of the ship shall also be submitted to the ship registration authorities.

第十五条   除合同另有约定外，抵押人应当对被抵押船舶进行保险；未保险的，抵押权人有权对该船舶进行保险，保险费由抵押人负担。

Article 15 Unless otherwise agreed in the contract, the mortgagor shall insure the mortgaged ship. If the ship is not insured, the mortgagee shall have the right to insure it, and the premium shall be borne by the mortgagor.

第十六条   船舶共有人就共有船舶设定抵押权，应当取得持有三分之二以上份额的共有人的同意，共有人之间另有约定的除外。

Article 16 The establishment of mortgage by the joint owners of a ship shall, unless otherwise agreed upon among the joint owners, be subject to the agreement of those joint owners who have more than two-thirds of the shares thereof.

船舶共有人设定的抵押权，不因船舶的共有权的分割而受影响。

The mortgage rights established by the joint owners of a ship shall not be affected by the division of joint ownership rights of the ship.

第十七条   船舶抵押权设定后，未经抵押权人同意，抵押人不得将被抵押船舶转让给他人。

Article 17 Once a mortgage is established on a ship, the ownership of the mortgaged ship shall not be transferred without the consent of the mortgagee.

第十八条   抵押权人将被抵押船舶所担保的债权全部或者部分转让他人的，抵押权随之转移。

Article 18 In case the mortgagee has transferred all or part of his right to debt secured by the mortgaged ship to another person, the mortgage shall be transferred accordingly.

第十九条   同一船舶可以设定两个以上抵押权，其顺序以登记的先后为准。

Article 19 Two or more mortgages may be established on the same ship. The ranking of the mortgages shall be determined according to the dates of their respective registrations.

同一船舶设定两个以上抵押权的，抵押权人按照抵押权登记的先后顺序，从船舶拍卖所得价款中依次受偿。同日登记的抵押权，按照同一顺序受偿。

In case two or more mortgages are established on the same ship, the mortgagees shall be paid out of the proceeds of the auction sale of the ship in the order of registration of their respective mortgages. The mortgages registered on the same date shall rank equally for payment.

第二十条   被低押船舶灭失，抵押权随之消灭。由于船舶灭失得到的保险赔偿，抵押权人有权优先于其他债权人受偿。

Article 20. If a mortgaged vessel is destroyed or lost, the mortgage rights shall be dissolved simultaneously. The mortgagee shall have priority in receiving payment from the insurance indemnity obtained from a vessel which had been destroyed or lost.

第三节 船舶优先权

Section 3 Maritime Liens

第二十一条   船舶优先权，是指海事请求人依照本法第二十二条的规定，向船舶所有人、光船承租人、船舶经营人提出海事请求，对产生该海事请求的船舶具有优先受偿的权利。

Article 21 A maritime lien is the right of the claimant, subject to the provisions of Article 22 of this Code, to take priority in compensation against shipowners, bareboat charterers or ship operators with respect to the ship which gave rise to the said claim.

第二十二条   下列各项海事请求具有船舶优先权：

Article 22 The following maritime claims shall be entitled to maritime liens:

（一）船长、船员和在船上工作的其他在编人员根据劳动法律、行政法规或者劳动合同所产生的工资、其他劳动报酬、船员遣返费用和社会保险费用的给付请求；

1. Payment claims for wages, other remuneration, crew repatriation and social insurance costs made by the Master, crew members and other members of the complement in accordance with the relevant labour laws, administrative rules and regulations or labour contracts;

（二）在船舶营运中发生的人身伤亡的赔偿请求；

(II) Claims in respect of loss of life or personal injury occurred in the operation of the ship;

（三）船舶吨税、引航费、港务费和其他港口规费的缴付请求；

(III) Payment claims for ship's tonnage dues, pilotage dues, harbour dues and other port charges;

（四）海难救助的救助款项的给付请求；

4. Payment claims for salvage payment;

（五）船舶在营运中因侵权行为产生的财产赔偿请求。

(V) Compensation claims for loss of or damage to property resulting from tortious act in the course of the operation of the ship.

载运２０００吨以上的散装货油的船舶，持有有效的证书，证明已经进行油污损害民事责任保险或者具有相应的财务保证的，对其造成的油污损害的赔偿请求，不属于前款第（五）项规定的范围。

Compensation claims for oil pollution damage caused by a ship carrying more than 2,000 tons of oil in bulk as cargo that has a valid certificate attesting that the ship has oil pollution liability insurance coverage or other appropriate financial security are not within the scope of sub-paragraph (5) of the preceding paragraph.

第二十三条   本法第二十二条第一款所列各项海事请求，依照顺序受偿。但是，第（四）项海事请求，后于第（一）项至第（三）项发生的，应当先于第（一）项至第（三）项受偿。

Article 23 The maritime claims set out in paragraph 1 of Article 22 shall be satisfied in the order listed. However, any maritime claim under Item 4 occurring later than those under Item 1 to 3 shall have priority over those under Item 1 to 3.

本法第二十二条第一款第（一）、（二）、（三）、（五）项中有两个以上海事请求的，不分先后，同时受偿；不足受偿的，按照比例受偿。第（四）项中有两个以上海事请求的，后发生的先受偿。

If two or more maritime claims in items (1), (2), (3) and (5) of paragraph 1 of Article 22 of this Law are made at the same time, they shall not be divided into order of priority but shall be paid at the same time; if funds are insufficient to cover all of the claims, proportional compensation shall be made. Should there be more than two maritime claims under sub-paragraph (4), those arising later shall be satisfied first.

第二十四条   因行使船舶优先权产生的诉讼费用，保存、拍卖船舶和分配船舶价款产生的费用，以及为海事请求人的共同利益而支付的其他费用，应当从船舶拍卖所得价款中先行拨付。

Article 24 The legal costs for enforcing the maritime liens, the expenses for preserving and selling the ship, the expenses for distribution of the proceeds of sale and other expenses incurred for the common interests of the claimants, shall be deducted and paid first from the proceeds of the auction sale of the ship.

第二十五条   船舶优先权先于船舶留置权受偿，船舶抵押权后于船舶留置权受偿。

Article 25 A maritime lien shall have priority over a possessory lien, and a possessory lien shall have priority over ship mortgage.

前款所称船舶留置权，是指造船人、修船人在合同另一方未履行合同时，可以留置所占有的船舶，以保证造船费用或者修船费用得以偿还的权利。船舶留置权在造船人、修船人不再占有所造或者所修的船舶时消灭。

The possessory lien referred to in the preceding paragraph means the right of the ship builder or repairer to secure the building or repairing cost of the ship by means of detaining the ship in his possession when the other party to the contract fails in the performance thereof. The possessory lien shall be extinguished when the ship builder or repairer no longer possesses the ship he has built or repaired.

第二十六条   船舶优先权不因船舶所有权的转让而消灭。但是，船舶转让时，船舶优先权自法院应受让人申请予以公告之日起满六十日不行使的除外。

Article 26. Priority rights over a vessel shall not be dissolved following the assignment of vessel ownership rights. However, when the ship is transferred, the right of priority on the ship shall not be exercised within 60 days from the date of public announcement made by a court at the request of the transferee.

第二十七条   本法第二十二条规定的海事请求权转移的，其船舶优先权随之转移。

Article 27. The priority rights over a vessel shall be transferred together with a maritime claim as stipulated in Article 22 of this Law.

第二十八条   船舶优先权应当通过法院扣押产生优先权的船舶行使。

Article 28 A maritime lien shall be enforced by the court by arresting the ship that gave rise to the said maritime lien.

第二十九条   船舶优先权，除本法第二十六条规定的外，因下列原因之一而消灭：

Article 29 A maritime lien shall, except as provided for in Article 26 of this Code, be extinguished under one of the following circumstances:

（一）具有船舶优先权的海事请求，自优先权产生之日起满一年不行使；

1. The maritime claim attached by a maritime lien has not been enforced within one year of the existence of such maritime lien;

（二）船舶经法院强制出售；

2. The ship in question has been the subject of a forced sale by the court;

（三）船舶灭失。

(III) The vessel is lost.

前款第（一）项的一年期限，不得中止或者中断。

The period of one year specified in sub-paragraph (1) of the preceding paragraph shall not be suspended or discontinued.

第三十条   本节规定不影响本法第十一章关于海事赔偿责任限制规定的实施。

Article 30 The provisions of this Section shall not affect the implementation of the limitation of liability for maritime claims provided for in Chapter XI of this Law.

第三章 船 员

Chapter 3 Crew

第一节 一般规定

Section 1 General Provisions

第三十一条   船员，是指包括船长在内的船上一切任职人员。

Article 31 The term "crew" means the entire complement of the ship, including the Master.

第三十二条   船长、驾驶员、轮机长、轮机员、电机员、报务员，必须由持有相应适任证书的人担任。

Article 32 The Master, deck officers, chief engineer, engineers, electrical engineer and radio operator must be those in possession of appropriate certificates of competency.

第三十三条   从事国际航行的船舶的中国籍船员，必须持有中华人民共和国港务监督机构颁发的海员证和有关证书。

Article 33 Chinese "crew" engaged in international voyages must possess Seaman's Book and relevant certificates issued by the harbour superintendency authorities of the People's Republic of China.

第三十四条   船员的任用和劳动方面的权利、义务，本法没有规定的，适用有关法律、行政法规的规定。

Article 34 In the absence of specific stipulations in this Law as regards the employment of the crew as well as their labour-related rights and obligations, the provisions of the relevant laws and administrative rules and regulations shall apply.

第二节 船 长

Section 2 Master

第三十五条   船长负责船舶的管理和驾驶。

Article 35 The Master shall be responsible for the management and navigation of the ship.

船长在其职权范围内发布的命令，船员、旅客和其他在船人员都必须执行。

Orders given by the Master within the scope of his functions and powers must be carried out by the crew, passengers and other persons on board.

船长应当采取必要的措施，保护船舶和在船人员、文件、邮件、货物以及其他财产。

. A Master shall adopt necessary measures to protect the vessel, personnel on the vessel, documents, mail, cargo and other property.

第三十六条   为保障在船人员和船舶的安全，船长有权对在船上进行违法、犯罪活动的人采取禁闭或者其他必要措施，并防止其隐匿、毁灭、伪造证据。

Article 36 To ensure the safety of the ship and all persons on board, the Master shall be entitled to confine or take other necessary measures against those who have committed crimes or violated laws or regulations on board, and to guard against their concealment, destruction or forging of evidence.

船长采取前款措施，应当制作案情报告书，由船长和两名以上在船人员签字，连同人犯送交有关当局处理。

The Master, having taken measures as referred to in the preceding paragraph of this Article, shall make a written report of the case, which shall bear the signature of the Master himself and those of two or more others on board, and shall be handed over, together with the offender, to the authorities concerned for disposition.

第三十七条   船长应当将船上发生的出生或者死亡事件记入航海日志，并在两名证人的参加下制作证明书。死亡证明书应当附有死者遗物清单。死者有遗嘱的，船长应当予以证明。死亡证明书和遗嘱由船长负责保管，并送交家属或者有关方面。

Article 37 The Master shall make entries in the log book of any occurrence of birth or death on board and shall issue a certificate to that effect in the presence of two witnesses. A list of the deceased person's possessions shall be attached to the death certificate. If the deceased has a will, it shall be proved by the Master. Both the death certificate and the will shall be taken into safe keeping by the Master and handed over to the family members of the deceased or the organizations concerned.

第三十八条   船舶发生海上事故，危及在船人员和财产的安全时，船长应当组织船员和其他在船人员尽力施救。在船舶的沉没、毁灭不可避免的情况下，船长可以作出弃船决定；但是，除紧急情况外，应当报经船舶所有人同意。

Article 38. When a vessel is involved in a marine accident which endangers the safety of personnel and property on board, the Master shall organise the crew and other personnel on board to do their utmost to rescue. Should the foundering and loss of the ship have become inevitable, the Master may decide to abandon the ship. However, such abandonment shall be reported to the shipowner for approval except in case of emergency.

弃船时，船长必须采取一切措施，首先组织旅客安全离船，然后安排船员离船，船长应当最后离船。在离船前，船长应当指挥船员尽力抢救航海日志、机舱日志、油类记录簿、无线电台日志、本航次使用过的海图和文件，以及贵重物品、邮件和现金。

Upon abandoning the ship, the Master must take all measures first to evacuate the passengers safely from the ship in an orderly way, then make arrangements for crew members to evacuate, and the Master shall be the last to evacuate. Before leaving the vessel the Master shall order the crew to do their utmost to rescue the deck log book, the engine log book, the oil record book, the radio log book, the charts, documents and papers used in the current voyage, as well as valuables, postal matter and cash money.

第三十九条   船长管理船舶和驾驶船舶的责任，不因引航员引领船舶而解除。

Article 39 The duty of the Master in the management and navigation of the ship shall not be absolved even with the presence of a pilot piloting the ship.

第四十条   船长在航行中死亡或者因故不能执行职务时，应当由驾驶员中职务最高的人代理船长职务；在下一个港口开航前，船舶所有人应当指派新船长接任。

Article 40 Should death occur to the Master or the Master be unable to perform his duties for whatever reason, the deck officer with the highest rank shall act as the Master; before the ship sails from its next port of call, the shipowner shall appoint a new Master.

第四章 海上货物运输合同

Chapter 4 Contract of Carriage of Goods by Sea

第一节 一般规定

Section 1 General Provisions

第四十一条   海上货物运输合同，是指承运人收取运费，负责将托运人托运的货物经海路由一港运至另一港的合同。

Article 41 A contract of carriage of goods by sea is a contract under which the carrier, against payment of freight, undertakes to carry by sea the goods contracted for shipment by the shipper from one port to another.

第四十二条   本章下列用语的含义：

Article 42 For the purposes of this Chapter:

（一）“承运人”，是指本人或者委托他人以本人名义与托运人订立海上货物运输合同的人。

(I) "Carrier" means the person by whom or in whose name a contract of carriage of goods by sea has been concluded with a shipper;

（二）“实际承运人”，是指接受承运人委托，从事货物运输或者部分运输的人，包括接受转委托从事此项运输的其他人。

(II) "Actual carrier" means the person to whom the performance of carriage of goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted under a sub-contract;

（三）“托运人”，是指：

(III) "Shipper" means:

１．本人或者委托他人以本人名义或者委托他人为本人与承运人订立海上货物运输合同的人；

1. The person by whom or in whose name or on whose behalf a contract of carriage of goods by sea has been concluded with a carrier;

２．本人或者委托他人以本人名义或者委托他人为本人将货物交给与海上货物运输合同有关的承运人的人。

2. The person by whom or in whose name or on whose behalf the goods have been delivered to the carrier involved in the contract of carriage of goods by sea;

（四）“收货人”，是指有权提取货物的人。

(IV) "Consignee" means the person who is entitled to take delivery of the goods;

（五）“货物”，包括活动物和由托运人提供的用于集装货物的集装箱、货盘或者类似的装运器具。

(V) "Goods" includes live animals and containers, pallets or similar articles of transport supplied by the shipper for consolidating the goods.

第四十三条   承运人或者托运人可以要求书面确认海上货物运输合同的成立。但是，航次租船合同应当书面订立。电报、电传和传真具有书面效力。

Article 43 The carrier or the shipper may demand confirmation of the contract of carriage of goods by sea in writing. However, voyage charter parties shall be concluded in writing. Telegrams, telexes and telefaxes have the effect of written documents.

第四十四条   海上货物运输合同和作为合同凭证的提单或者其他运输单证中的条款，违反本章规定的，无效。此类条款的无效，不影响该合同和提单或者其他运输单证中其他条款的效力。将货物的保险利益转让给承运人的条款或者类似条款，无效。

Article 44 Any stipulation in a contract of carriage of goods by sea or a bill of lading or other similar documents evidencing such contract that derogates from the provisions of this Chapter shall be void. However, such nullity and voidness shall not affect the validity of other provisions of the contract or the bill of lading or other similar documents. Clauses which involve insurance benefits being assigned to the carrier or similar clauses shall be invalid.

第四十五条   本法第四十四条的规定不影响承运人在本章规定的承运人责任和义务之外，增加其责任和义务。

Article 45 The provisions of Article 44 of this Law shall not prejudice the increase of duties and obligations by the carrier besides those set out in this Chapter.

第二节 承运人的责任

Section 2  Carrier's Responsibilities

第四十六条   承运人对集装箱装运的货物的责任期间，是指从装货港接收货物时起至卸货港交付货物时止，货物处于承运人掌管之下的全部期间。承运人对非集装箱装运的货物的责任期间，是指从货物装上船时起至卸下船时止，货物处于承运人掌管之下的全部期间。在承运人的责任期间，货物发生灭失或者损坏，除本节另有规定外，承运人应当负赔偿责任。

Article 46 The responsibilities of the carrier with regard to the goods carried in containers covers the entire period during which the carrier is in charge of the goods, starting from the time the carrier has taken over the goods at the port of loading, until the goods have been delivered at the port of discharge. The period of responsibility of a carrier for non-containerized goods shall be the period during which the carrier has charge of the goods and shall refer to the period beginning when the goods are loaded onto the vessel and ending when the goods are unloaded from the vessel. The carrier shall be liable for the loss of or damage to the goods during the period in which the carrier is responsible, except as otherwise provided for in this Section.

前款规定，不影响承运人就非集装箱装运的货物，在装船前和卸船后所承担的责任，达成任何协议。

The aforesaid stipulations shall not affect agreements on responsibility borne by a carrier prior to the loading and after the unloading of containerised goods.

第四十七条   承运人在船舶开航前和开航当时，应当谨慎处理，使船舶处于适航状态，妥善配备船员、装备船舶和配备供应品，并使货舱、冷藏舱、冷气舱和其他载货处所适于并能安全收受、载运和保管货物。

Article 47 The carrier shall, before and at the beginning of the voyage, exercise due diligence to make the ship seaworthy, properly man, equip and supply the ship and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

第四十八条   承运人应当妥善地、谨慎地装载、搬移、积载、运输、保管、照料和卸载所运货物。

Article 48 The carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.

第四十九条   承运人应当按照约定的或者习惯的或者地理上的航线将货物运往卸货港。

Article 49 The carrier shall carry the goods to the port of discharge on the agreed or customary or geographically direct route.

船舶在海上为救助或者企图救助人命或者财产而发生的绕航或者其他合理绕航，不属于违反前款规定的行为。

Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an act deviating from the provisions of the preceding paragraph.

第五十条   货物未能在明确约定的时间内，在约定的卸货港交付的，为迟延交付。

Article 50 Delay in delivery occurs when the goods have not been delivered at the designated port of discharge within the time expressly agreed upon.

除依照本章规定承运人不负赔偿责任的情形外，由于承运人的过失，致使货物因迟延交付而灭失或者损坏的，承运人应当负赔偿责任。

The carrier shall be liable for the loss of or damage to the goods caused by delay in delivery due to the fault of the carrier, except those arising or resulting from causes for which the carrier is not liable as provided for in the relevant Articles of this Chapter.

除依照本章规定承运人不负赔偿责任的情形外，由于承运人的过失，致使货物因迟延交付而遭受经济损失的，即使货物没有灭失或者损坏，承运人仍然应当负赔偿责任。

Apart from those cases where a carrier is not responsible for compensation as stipulated in this Chapter, the carrier shall bear liability for compensation of economic losses incurred as a result of deferred delivery of cargo even if it is not destroyed or damaged.

承运人未能在本条第一款规定的时间届满六十日内交付货物，有权对货物灭失提出赔偿请求的人可以认为货物已经灭失。

The person entitled to make a claim for the loss of goods may treat the goods as lost when the carrier has not delivered them within 60 days from the expiry of the time for delivery specified in paragraph 1 of this Article.

第五十一条   在责任期间货物发生的灭失或者损坏是由于下列原因之一造成的，承运人不负赔偿责任：

Article 51 The carrier shall not be liable for the loss of or damage to the goods occurred during the period of carrier's responsibility arising or resulting from any of the following causes:

（一）船长、船员、引航员或者承运人的其他受雇人在驾驶船舶或者管理船舶中的过失；

1. Fault of the Master, crew members, pilot or servant of the carrier in the navigation or management of the ship;

（二）火灾，但是由于承运人本人的过失所造成的除外；

2. Fire, unless caused by the actual fault of the carrier.

（三）天灾，海上或者其他可航水域的危险或者意外事故；

(III) Force majeure and perils, dangers and accidents of the sea or other navigable waters;

（四）战争或者武装冲突；

4. An act of war or an armed conflict;

（五）政府或者主管部门的行为、检疫限制或者司法扣押；

(V) Act of the government or competent authorities, quarantine restrictions or seizure under legal process;

（六）罢工、停工或者劳动受到限制；

(VI) Strikes, stoppages or restraint of labour;

（七）在海上救助或者企图救助人命或者财产；

(VII) Saving or attempting to save life or property at sea;

（八）托运人、货物所有人或者他们的代理人的行为；

(VIII) Act of the shipper, owner of the goods or their agents;

（九）货物的自然特性或者固有缺陷；

(IX) Nature or inherent vice of the goods;

（十）货物包装不良或者标志欠缺、不清；

(X) inadequacy of packing or insufficiency or illegibility of marks;

（十一）经谨慎处理仍未发现的船舶潜在缺陷；

(XI) Latent defect of the ship not discoverable by due diligence; and

（十二）非由于承运人或者承运人的受雇人、代理人的过失造成的其他原因。

(XII) Any other causes arising without the fault of the carrier or his servant or agent.

承运人依照前款规定免除赔偿责任的，除第（二）项规定的原因外，应当负举证责任。

Apart from the reasons stipulated in item (2), a carrier shall be responsible for providing proof if he is exempted from liability for compensation in accordance with the preceding paragraph.

第五十二条   因运输活动物的固有的特殊风险造成活动物灭失或者损害的，承运人不负赔偿责任。但是，承运人应当证明业已履行托运人关于运输活动物的特别要求，并证明根据实际情况，灭失或者损害是由于此种固有的特殊风险造成的。

Article 52 The carrier shall not be liable for the loss of or damage to the live animals arising or resulting from the special risks inherent in the carriage thereof. However, the carrier shall be bound to prove that he has fulfilled the special requirements of the shipper with regard to the carriage of the live animals and that under the circumstances of the case, the loss or damage has resulted from the special risks inherent therein.

第五十三条   承运人在舱面上装载货物，应当同托运人达成协议，或者符合航运惯例，或者符合有关法律、行政法规的规定。

Article 53 In case the carrier intends to ship the goods on deck, he shall come into an agreement with the shipper or comply with the custom of the trade or the relevant laws or administrative rules and regulations.

承运人依照前款规定将货物装载在舱面上，对由于此种装载的特殊风险造成的货物灭失或者损坏，不负赔偿责任。

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

承运人违反本条第一款规定将货物装载在舱面上，致使货物遭受灭失或者损坏的，应当负赔偿责任。

If the carrier, in breach of the provisions of the first paragraph of this Article, has shipped the goods on deck and the goods have consequently suffered loss or damage, the carrier shall be liable therefore.

第五十四条   货物的灭失、损坏或者迟延交付是由于承运人或者承运人的受雇人、代理人的不能免除赔偿责任的原因和其他原因共同造成的，承运人仅在其不能免除赔偿责任的范围内负赔偿责任；但是，承运人对其他原因造成的灭失、损坏或者迟延交付应当负举证责任。

Article 54 Where loss or damage or delay in delivery has occurred from causes from which the carrier or his servant or agent is not entitled to exoneration from liability, together with another cause, the carrier shall be liable only to the extent that the loss, damage or delay in delivery is attributable to the causes from which the carrier is not entitled to exoneration from liability; however, the carrier shall bear the burden of proof with respect to the loss, damage or delay in delivery resulting from the other cause.

第五十五条   货物灭失的赔偿额，按照货物的实际价值计算；货物损坏的赔偿额，按照货物受损前后实际价值的差额或者货物的修复费用计算。

Article 55 The amount of indemnity for the loss of the goods shall be calculated on the basis of the actual value of the goods so lost, while that for the damage to the goods shall be calculated on the basis of the difference between the values of the goods before and after the damage, or on the basis of the expenses for the repair.

货物的实际价值，按照货物装船时的价值加保险费加运费计算。

The actual value shall be the value of the goods at the time of shipment plus insurance and freight.

前款规定的货物实际价值，赔偿时应当减去因货物灭失或者损坏而少付或者免付的有关费用。

When making a compensation payment, the actual value of the cargo as stipulated in the aforesaid paragraph shall be deducted from the payment or exemption from payment which results from damage to or destruction of the cargo.

第五十六条   承运人对货物的灭失或者损坏的赔偿限额，按照货物件数或者其他货运单位数计算，每件或者每个其他货运单位为６６６．６７计算单位，或者按照货物毛重计算，每公斤为２计算单位，以二者中赔偿限额较高的为准。但是，托运人在货物装运前已经申报其性质和价值，并在提单中载明的，或者承运人与托运人已经另行约定高于本条规定的赔偿限额的除外。

Article 56 The carrier's liability for the loss of or damage to the goods shall be limited to an amount equivalent to 666.67 Units of Account per package or other shipping unit, or 2 Units of Account per kilogramme of the gross weight of the goods lost or damaged, whichever is the higher. However, exception shall be made where the nature and value of the goods had been declared by the shipper before shipment and inserted in the bill of lading, or where a higher amount than the amount of limitation of liability set out in this Article had been agreed upon between the carrier and the shipper.

货物用集装箱、货盘或者类似装运器具集装的，提单中载明装在此类装运器具中的货物件数或者其他货运单位数，视为前款所指的货物件数或者其他货运单位数；未载明的，每一装运器具视为一件或者一个单位。

Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or other shipping units enumerated in the bill of lading as packed in such article of transport shall be deemed to be the number of packages or shipping units. If not so enumerated, the article of transport shall be deemed to be one package or one shipping unit.

装运器具不属于承运人所有或者非由承运人提供的，装运器具本身应当视为一件或者一个单位。

Where the article of transport is not owned or supplied by the carrier, such article of transport shall be deemed to be one package or one shipping unit.

第五十七条   承运人对货物因迟延交付造成经济损失的赔偿限额，为所迟延交付的货物的运费数额。货物的灭失或者损坏和迟延交付同时发生的，承运人的赔偿责任限额适用本法第五十六条第一款规定的限额。

Article 57 The liability of the carrier for the economic losses resulting from delay in delivery of the goods shall be limited to an amount equivalent to the freight payable for the goods so delayed. Where the loss of or damage to the goods has occurred concurrently with the delay in delivery thereof, the limitation of liability of the carrier shall be that as provided for in paragraph 1 of Article 56 of this Code.

第五十八条   就海上货物运输合同所涉及的货物灭失、损坏或者迟延交付对承运人提起的任何诉讼，不论海事请求人是否合同的一方，也不论是根据合同或者是根据侵权行为提起的，均适用本章关于承运人的抗辩理由和限制赔偿责任的规定。

Article 58 The defence and limitation of liability provided for in this Chapter shall apply to any legal action brought against the carrier with regard to the loss of or damage to or delay in delivery of the goods covered by the contract of carriage of goods by sea, whether the claimant is a party to the contract or whether the action is founded in contract or in tort.

前款诉讼是对承运人的受雇人或者代理人提起的，经承运人的受雇人或者代理人证明，其行为是在受雇或者受委托的范围之内的，适用前款规定。

The provisions of the preceding paragraph shall apply if the action referred to in the preceding paragraph is brought against the carrier's servant or agent, and the carrier's servant or agent proves that his action was within the scope of his employment or agency.

第五十九条   经证明，货物的灭失、损坏或者迟延交付是由于承运人的故意或者明知可能造成损失而轻率地作为或者不作为造成的，承运人不得援用本法第五十六条或者第五十七条限制赔偿责任的规定。

Article 59 The carrier shall not be entitled to the benefit of the limitation of liability provided for in Article 56 or 57 of this Code if it is proved that the loss, damage or delay in delivery of the goods resulted from an act or omission of the carrier done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would probably result.

经证明，货物的灭失、损坏或者迟延交付是由于承运人的受雇人、代理人的故意或者明知可能造成损失而轻率地作为或者不作为造成的，承运人的受雇人或者代理人不得援用本法第五十六条或者第五十七条限制赔偿责任的规定。

The servant or agent of the carrier shall not be entitled to the benefit of limitation of liability provided for in Article 56 or 57 of this Code, if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the servant or agent of the carrier done with the intent to cause such loss, damage or delay or recklessly and with knowledge that such loss, damage or delay would result.

第六十条   承运人将货物运输或者部分运输委托给实际承运人履行的，承运人仍然应当依照本章规定对全部运输负责。对实际承运人承担的运输，承运人应当对实际承运人的行为或者实际承运人的受雇人、代理人在受雇或者受委托的范围内的行为负责。

Article 60 Where the performance of the carriage or part thereof has been entrusted to an actual carrier, the carrier shall nevertheless remain responsible for the entire carriage according to the provisions of this Chapter. The carrier shall be responsible, in relation to the carriage performed by the actual carrier, for the act or omission of the actual carrier and of his servant or agent acting within the scope of his employment or agency.

虽有前款规定，在海上运输合同中明确约定合同所包括的特定的部分运输由承运人以外的指定的实际承运人履行的，合同可以同时约定，货物在指定的实际承运人掌管期间发生的灭失、损坏或者迟延交付，承运人不负赔偿责任。

Notwithstanding the provisions of the preceding paragraph, where a contract of carriage by sea provides explicitly that a specified part of the carriage covered by the said contract is to be performed by a named actual carrier other than the carrier, the contract may also provide that the carrier shall not be liable for the loss, damage or delay in delivery arising from an occurrence which takes place while the goods are in the charge of the actual carrier as specified.

第六十一条   本章对承运人责任的规定，适用于实际承运人。对实际承运人的受雇人、代理人提起诉讼的，适用本法第五十八条第二款和第五十九条第二款的规定。

Article 61. The carrier's liability as stipulated in this Chapter shall apply to the actual carrier. Where an action is brought against the servant or agent of the actual carrier, the provisions contained in paragraph 2 of Article 58 and paragraph 2 of Article 59 of this Law shall apply.

第六十二条   承运人承担本章未规定的义务或者放弃本章赋予的权利的任何特别协议，经实际承运人书面明确同意的，对实际承运人发生效力；实际承运人是否同意，不影响此项特别协议对承运人的效力。

Article 62  Any special agreement under which the carrier assumes obligations not provided for in this Chapter or waives rights conferred by this Chapter shall be binding upon the actual carrier when the actual carrier has agreed in writing to the contents thereof. The provisions of such special agreement shall be binding upon the carrier whether the actual carrier has agreed to the contents or not.

第六十三条   承运人与实际承运人都负有赔偿责任的，应当在此项责任范围内负连带责任。

Article 63 Where both the carrier and the actual carrier are liable for compensation, they shall be liable jointly and severally within the scope of such liability.

第六十四条   就货物的灭失或者损坏分别向承运人、实际承运人以及他们的受雇人、代理人提出赔偿请求的，赔偿总额不超过本法第五十六条规定的限额。

Article 64 If claims for compensation have been separately made against the carrier, the actual carrier and their servants or agents with regard to the loss of or damage to the goods, the aggregate amount of compensation shall not be in excess of the limitation provided for in Article 56 of this Code.

第六十五条   本法第六十条至第六十四条的规定，不影响承运人和实际承运人之间相互追偿。

Article 65 The provisions of Article 60 through 64 of this Law shall not affect the recourse between the carrier and the actual carrier.

第三节 托运人的责任

Section 3  Shipper's Responsibilities

第六十六条   托运人托运货物，应当妥善包装，并向承运人保证，货物装船时所提供的货物的品名、标志、包数或者件数、重量或者体积的正确性；由于包装不良或者上述资料不正确，对承运人造成损失的，托运人应当负赔偿责任。

Article 66 The shipper shall have the goods properly packed and shall guarantee the accuracy of the description, mark, number of packages or pieces, weight or quantity of the goods at the time of shipment and shall indemnify the carrier against any loss resulting from inadequacy of packing or inaccuracies in the above-mentioned information.

承运人依照前款规定享有的受偿权利，不影响其根据货物运输合同对托运人以外的人所承担的责任。

The carrier's right to indemnification as provided for in the preceding paragraph shall not affect the obligation of the carrier under the contract of carriage of goods towards those other than the shipper.

第六十七条   托运人应当及时向港口、海关、检疫、检验和其他主管机关办理货物运输所需要的各项手续，并将已办理各项手续的单证送交承运人；因办理各项手续的有关单证送交不及时、不完备或者不正确，使承运人的利益受到损害的，托运人应当负赔偿责任。

Article 67 The shipper shall perform all necessary procedures at the port, customs, quarantine, inspection or other competent authorities with respect to the shipment of the goods and shall furnish to the carrier all relevant documents concerning the procedures the shipper has gone through. The shipper shall be liable for any damage to the interest of the carrier resulting from the inadequacy or inaccuracy or delay in delivery of such documents.

第六十八条   托运人托运危险货物，应当依照有关海上危险货物运输的规定，妥善包装，作出危险品标志和标签，并将其正式名称和性质以及应当采取的预防危害措施书面通知承运人；托运人未通知或者通知有误的，承运人可以在任何时间、任何地点根据情况需要将货物卸下、销毁或者使之不能为害，而不负赔偿责任。托运人对承运人因运输此类货物所受到的损害，应当负赔偿责任。

Article 68 At the time of shipment of dangerous goods, the shipper shall, in compliance with the regulations governing the carriage of such goods, have them properly packed, distinctly marked and labelled and notify the carrier in writing of their proper description, nature and the precautions to be taken. In case the shipper fails to notify the carrier or notified him inaccurately, the carrier may have such goods landed, destroyed or rendered innocuous when and where circumstances so require, without compensation. The shipper shall be liable to the carrier for any damage arising from such shipment.

承运人知道危险货物的性质并已同意装运的，仍然可以在该项货物对于船舶、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。

Notwithstanding the carrier's knowledge of the nature of the dangerous goods and his consent to carry, he may still have such goods landed, destroyed or rendered innocuous, without compensation, when they become an actual danger to the ship, personnel or other goods. However, the provisions of this paragraph shall not prejudice the contribution in general average, if any.

第六十九条   托运人应当按照约定向承运人支付运费。

Article 69 The shipper shall pay the freight to the carrier as agreed.

托运人与承运人可以约定运费由收货人支付；但是，此项约定应当在运输单证中载明。

The consignor and the carrier may agree that freight charges shall be paid by the consignee; however, this item of the agreement must be clearly stated in the transport documents.

第七十条   托运人对承运人、实际承运人所遭受的损失或者船舶所遭受的损坏，不负赔偿责任；但是，此种损失或者损坏是由于托运人或者托运人的受雇人、代理人的过失造成的除外。

Article 70 The shipper shall not be liable for the loss sustained by the carrier or the actual carrier, or for the damage sustained by the ship, unless such loss or damage was caused by the fault of the shipper, his servant or agent.

托运人的受雇人、代理人对承运人、实际承运人所遭受的损失或者船舶所遭受的损坏，不负赔偿责任；但是，这种损失或者损坏是由于托运人的受雇人、代理人的过失造成的除外。

The servant or agent of the shipper shall not be liable for the loss sustained by the carrier or the actual carrier, or for the damage sustained by the ship, unless the loss or damage was caused by the fault of the servant or agent of the shipper.

第四节 运输单证

Section 4  Transport Documents  

第七十一条   提单，是指用以证明海上货物运输合同和货物已经由承运人接收或者装船，以及承运人保证据以交付货物的单证。提单中载明的向记名人交付货物，或者按照指示人的指示交付货物，或者向提单持有人交付货物的条款，构成承运人据以交付货物的保证。

Article 71 A bill of lading is a document which serves as an evidence of the contract of carriage of goods by sea and the taking over or loading of the goods by the carrier, and based on which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document stating that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.

第七十二条   货物由承运人接收或者装船后，应托运人的要求，承运人应当签发提单。

Article 72 When the goods have been taken over by the carrier or have been loaded on board, the carrier shall, on demand of the shipper, issue to the shipper a bill of lading.

提单可以由承运人授权的人签发。提单由载货船舶的船长签发的，视为代表承运人签发。

The bill of lading may be signed by a person authorized by the carrier. A bill of lading signed by the Master of the ship carrying the goods is deemed to have been signed on behalf of the carrier.

第七十三条   提单内容，包括下列各项：

Article 73 A bill of lading shall contain the following particulars:

（一）货物的品名、标志、包数或者件数、重量或者体积，以及运输危险货物时对危险性质的说明；

1. Description of the goods, mark, number of packages or pieces, weight or quantity, and a statement, if applicable, as to the dangerous nature of the goods;

（二）承运人的名称和主营业所；

2. Name and principal place of business of the carrier;

（三）船舶名称；

(III) Name of the ship;

（四）托运人的名称；

(IV) Name of the shipper;

（五）收货人的名称；

(V) The name of the consignee;

（六）装货港和在装货港接收货物的日期；

(VI) the port of loading and the date on which the goods were taken over by the carrier at the port of loading;

（七）卸货港；

(VII) Port of discharge;

（八）多式联运提单增列接收货物地点和交付货物地点；

(VIII) Place where the goods were taken over and the place where the goods are to be delivered in case of a multimodal transport bill of lading;

（九）提单的签发日期、地点和份数；

(IX) Date and place of issue of the bill of lading and the number of originals issued;

（十）运费的支付；

(X) Payment of freight;

（十一）承运人或者其代表的签字。

(XI) signature of the carrier or of a person acting on his behalf.

提单缺少前款规定的一项或者几项的，不影响提单的性质；但是，提单应当符合本法第七十一条的规定。

In a bill of lading, the lack of one or more particulars referred to in the preceding paragraph does not affect the function of the bill of lading as such, provided that it nevertheless meets the requirements set forth in Article 71 of this Law.

第七十四条   货物装船前，承运人已经应托运人的要求签发收货待运提单或者其他单证的，货物装船完毕，托运人可以将收货待运提单或者其他单证退还承运人，以换取已装船提单；承运人也可以在收货待运提单上加注承运船舶的船名和装船日期，加注后的收货待运提单视为已装船提单。

Article 74 If the carrier has issued, on demand of the shipper, a received-for-shipment bill of lading or other similar documents before the goods are loaded on board, the shipper may surrender the same to the carrier as against a shipped bill of lading when the goods have been loaded on board. The carrier may also note on the received-for-shipment bill of lading or other similar documents with the name of the carrying ship and the date of loading, and, when so noted, the received-for-shipment bill of lading or other similar documents shall be deemed to constitute a shipped bill of lading.

第七十五条   承运人或者代其签发提单的人，知道或者有合理的根据怀疑提单记载的货物的品名、标志、包数或者件数、重量或者体积与实际接收的货物不符，在签发已装船提单的情况下怀疑与已装船的货物不符，或者没有适当的方法核对提单记载的，可以在提单上批注，说明不符之处、怀疑的根据或者说明无法核对。

Article 75 If the bill of lading contains particulars concerning the description, mark, number of packages or pieces, weight or quantity of the goods with respect to which the carrier or the other person issuing the bill of lading on his behalf has the knowledge or reasonable grounds to suspect that such particulars do not accurately represent the goods actually received, or, where a shipped bill of lading is issued, loaded, or if he has had no reasonable means of checking, the carrier or such other person may make a note in the bill of lading specifying those inaccuracies, the grounds for suspicion or the lack of reasonable means of checking.

第七十六条   承运人或者代其签发提单的人未在提单上批注货物表面状况的，视为货物的表面状况良好。

Article 76 If the carrier or the other person issuing the bill of lading on his behalf made no note in the bill of lading regarding the apparent order and condition of the goods, the goods shall be deemed to be in apparent good order and condition.

第七十七条   除依照本法第七十五条的规定作出保留外，承运人或者代其签发提单的人签发的提单，是承运人已经按照提单所载状况收到货物或者货物已经装船的初步证据；承运人向善意受让提单的包括收货人在内的第三人提出的与提单所载状况不同的证据，不予承认。

Article 77 Except for the note made in accordance with the provisions of Article 75 of this Code, the bill of lading issued by the carrier or the other person acting on his behalf is prima facie evidence of the taking over or loading by the carrier of the goods as described therein. Proof to the contrary by the carrier shall not be admissible if the bill of lading has been transferred to a third party, including a consignee, who has acted in good faith in reliance on the description of the goods contained therein.

第七十八条   承运人同收货人、提单持有人之间的权利、义务关系，依据提单的规定确定。

Article 78 The relationship between the carrier and the holder of the bill of lading with respect to their rights and obligations shall be defined by the clauses of the bill of lading.

收货人、提单持有人不承担在装货港发生的滞期费、亏舱费和其他与装货有关的费用，但是提单中明确载明上述费用由收货人、提单持有人承担的除外。

Neither the consignee nor the holder of the bill of lading shall be liable for the demurrage, dead freight and other expenses related to loading occurred at the loading port unless the bill of lading clearly states that the aforesaid expenses shall be borne by the consignee or the holder of the bill of lading.

第七十九条   提单的转让，依照下列规定执行：

Article 79 The negotiability of a bill of lading shall be governed by the following provisions:

（一）记名提单：不得转让；

1. A straight bill of lading is not negotiable;

（二）指示提单：经过记名背书或者空白背书转让；

(II) Order bill of lading: to be transferred after endorsement in full or endorsement in blank;

（三）不记名提单：无需背书，即可转让。

(III) A bearer bill of lading is negotiable without endorsement.

第八十条   承运人签发提单以外的单证用以证明收到待运货物的，此项单证即为订立海上货物运输合同和承运人接收该单证中所列货物的初步证据。

Article 80 Where a carrier has issued a document other than a bill of lading as an evidence of the receipt of the goods to be carried, such a document is prima facie evidence of the conclusion of the contract of carriage of goods by sea and the taking over by the carrier of the goods as described therein.

承运人签发的此类单证不得转让。

Such documents that are issued by the carrier shall not be negotiable.

第五节 货物交付

Section 5 DELIVERY

第八十一条   承运人向收货人交付货物时，收货人未将货物灭失或者损坏的情况书面通知承运人的，此项交付视为承运人已经按照运输单证的记载交付以及货物状况良好的初步证据。

Article 81 Failure by the consignee to notify the carrier in writing at the time of delivery of the goods by the carrier to the consignee of the loss of or damage to the goods shall be deemed to be prima facie evidence of the delivery of the goods by the carrier as described in the transport documents and of the apparent good order and condition of such goods.

货物灭失或者损坏的情况非显而易见的，在货物交付的次日起连续七日内，集装箱货物交付的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。

Where the loss of or damage to the goods is not apparent, the provisions of the preceding paragraph shall apply if the consignee has not given the notice in writing within seven consecutive days from the next day of the delivery of the goods, or, in the case of containerized goods, within 15 days from the next day of the delivery thereof.

货物交付时，收货人已经会同承运人对货物进行联合检查或者检验的，无需就所查明的灭失或者损坏的情况提交书面通知。

Where the goods have been jointly inspected or inspected by the carrier and the consignee at the time of delivery, the written notice of loss or damage need not be given.

第八十二条   承运人自向收货人交付货物的次日起连续六十日内，未收到收货人就货物因迟延交付造成经济损失而提交的书面通知的，不负赔偿责任。

Article 82 The carrier shall not be liable for compensation if no notice on the economic losses resulting from delay in delivery of the goods has been received from the consignee within 60 consecutive days from the next day on which the goods had been delivered by the carrier to the consignee.

第八十三条   收货人在目的港提取货物前或者承运人在目的港交付货物前，可以要求检验机构对货物状况进行检验；要求检验的一方应当支付检验费用，但是有权向造成货物损失的责任方追偿。

Article 83 The consignee may, before taking delivery of the goods at the port of destination, and the carrier may, before delivering the goods at the port of destination, request the cargo inspection agency to have the goods inspected. The party requesting such inspection shall bear the cost thereof but is entitled to recover the same from the party causing the damage.

第八十四条   承运人和收货人对本法第八十一条和第八十三条规定的检验，应当相互提供合理的便利条件。

Article 84 The carrier and the consignee shall mutually provide reasonable facilities for the survey and inspection stipulated in Article 81 and 83 of this Law.

第八十五条   货物由实际承运人交付的，收货人依照本法第八十一条的规定向实际承运人提交的书面通知，与向承运人提交书面通知具有同等效力；向承运人提交的书面通知，与向实际承运人提交书面通知具有同等效力。

Article 85 Where the goods have been delivered by the actual carrier, the notice in writing given by the consignee to the actual carrier under Article 81 of this Law shall have the same effect as that given to the carrier, and that given to the carrier shall have the same effect as that given to the actual carrier.

第八十六条   在卸货港无人提取货物或者收货人迟延、拒绝提取货物的，船长可以将货物卸在仓库或者其他适当场所，由此产生的费用和风险由收货人承担。

Article 86 If the goods were not taken delivery of at the port of discharge or if the consignee has delayed or refused the taking delivery of the goods, the Master may discharge the goods into warehouses or other appropriate places, and any expenses or risks arising therefrom shall be borne by the consignee.

第八十七条   应当向承运人支付的运费、共同海损分摊、滞期费和承运人为货物垫付的必要费用以及应当向承运人支付的其他费用没有付清，又没有提供适当担保的，承运人可以在合理的限度内留置其货物。

Article 87 If the freight, contribution in general average, demurrage to be paid to the carrier and other necessary charges paid by the carrier on behalf of the owner of the goods as well as other charges to be paid to the carrier have not been paid in full, nor has appropriate security been given, the carrier may have a lien, to a reasonable extent, on the goods.

第八十八条   承运人根据本法第八十七条规定留置的货物，自船舶抵达卸货港的次日起满六十日无人提取的，承运人可以申请法院裁定拍卖；货物易腐烂变质或者货物的保管费用可能超过其价值的，可以申请提前拍卖。

Article 88 If the goods under lien in accordance with the provisions of Article 87 of this Code have not been taken delivery of within 60 days from the next day of the ship's arrival at the port of discharge, the carrier may apply to the court for an order on selling the goods by auction; where the goods are perishable or the expenses for keeping such goods would exceed their value, the carrier may apply for an earlier sale by auction.

拍卖所得价款，用于清偿保管、拍卖货物的费用和运费以及应当向承运人支付的其他有关费用；不足的金额，承运人有权向托运人追偿；剩余的金额，退还托运人；无法退还、自拍卖之日起满一年又无人领取的，上缴国库。

The proceeds from the auction sale shall be used to pay off the expenses for the storage and auction sale of the goods, the freight and other related charges to be paid to the carrier. If the proceeds from the auction sale are not sufficient to cover such expenses, the carrier shall have the right to claim any deficiency from the shipper. Any surplus amount shall be refunded to the shipper. If there is no way to make the refund and such surplus amount has not been claimed at the end of one year after the auction sale, it shall go to the State treasury.

第六节 合同的解除

Section 6  Cancellation of Contract  

第八十九条   船舶在装货港开航前，托运人可以要求解除合同。但是，除合同另有约定外，托运人应当向承运人支付约定运费的一半；货物已经装船的，并应当负担装货、卸货和其他与此有关的费用。

Article 89 The shipper may request the cancellation of the contract of carriage of goods by sea before the ship sails from the port of loading. However, except as otherwise provided for in the contract, the shipper shall in this case pay half of the agreed amount of freight; if the goods have already been loaded on board, the shipper shall bear the expenses for the loading and discharge and other related charges.

第九十条   船舶在装货港开航前，因不可抗力或者其他不能归责于承运人和托运人的原因致使合同不能履行的，双方均可以解除合同，并互相不负赔偿责任。除合同另有约定外，运费已经支付的，承运人应当将运费退还给托运人；货物已经装船的，托运人应当承担装卸费用；已经签发提单的，托运人应当将提单退还承运人。

Article 90  Either the carrier or the shipper may request the cancellation of the contract and neither shall be liable to the other if, due to force majeure or other causes not attributable to the fault of the carrier or the shipper, the contract could not be performed prior to the ship's sailing from its port of loading. Except where stipulated otherwise in the contract, where freight charges have already been paid, these shall be refunded to the consignor by the carrier; where cargo has already been loaded, the loading and unloading charges shall be borne by the consignor; where a bill of lading has already been signed, it shall be returned to the carrier by the consignor.

第九十一条   因不可抗力或者其他不能归责于承运人和托运人的原因致使船舶不能在合同约定的目的港卸货的，除合同另有约定外，船长有权将货物在目的港邻近的安全港口或者地点卸载，视为已经履行合同。

Article 91 If, due to force majeure or any other causes not attributable to the fault of the carrier or the shipper, the ship could not discharge its goods at the port of destination as provided for in the contract of carriage, unless the contract provides otherwise, the Master shall be entitled to discharge the goods at a safe port or place near the port of destination and the contract of carriage shall be deemed to have been fulfilled.

船长决定将货物卸载的，应当及时通知托运人或者收货人，并考虑托运人或者收货人的利益。

In deciding the discharge of the goods, the Master shall inform the shipper or the consignee and shall take the interests of the shipper or the consignee into account.

第七节 航次租船合同的特别规定

Section 7  Special Provisions Regarding Voyage Charter Party

第九十二条   航次租船合同，是指船舶出租人向承租人提供船舶或者船舶的部分舱位，装运约定的货物，从一港运至另一港，由承租人支付约定运费的合同。

Article 92 A voyage charter party is a charter party under which the shipowner charters out and the charterer charters in the whole or part of the ship's space for the carriage by sea of the intended goods from one port to another and the charterer pays the agreed amount of freight.

第九十三条   航次租船合同的内容，主要包括出租人和承租人的名称、船名、船籍、载货重量、容积、货名、装货港和目的港、受载期限、装卸期限、运费、滞期费、速遣费以及其他有关事项。

Article 93 A voyage charter party shall mainly contain, inter alia, name of the shipowner, name of the charterer, name and nationality of the ship, its bale or grain capacity, description of the goods to be loaded, port of loading, port of destination, laydays, time for loading and discharge, payment of freight, demurrage, dispatch and other relevant matters.

第九十四条   本法第四十七条和第四十九条的规定，适用于航次租船合同的出租人。

Article 94 The provisions in Articles 47 and 49 of this Code shall apply to the shipowner under voyage charter party.

本章其他有关合同当事人之间的权利、义务的规定，仅在航次租船合同没有约定或者没有不同约定时，适用于航次租船合同的出租人和承租人。

The other provisions in this Chapter regarding the rights and obligations of the parties to the contract shall apply to the shipowner and the charterer under voyage charter only in the absence of relevant provisions or in the absence of provisions differing therefrom in the voyage charter.

第九十五条   对按照航次租船合同运输的货物签发的提单，提单持有人不是承租人的，承运人与该提单持有人之间的权利、义务关系适用提单的约定。但是，提单中载明适用航次租船合同条款的，适用该航次租船合同的条款。

Article 95 Where the holder of the bill of lading is not the charterer in the case of a bill of lading issued under a voyage charter, the rights and obligations of the carrier and the holder of the bill of lading shall be governed by the clauses of the bill of lading. However, if the clauses of the voyage charter party are incorporated into the bill of lading, the relevant clauses of the voyage charter party shall apply.

第九十六条   出租人应当提供约定的船舶；经承租人同意，可以更换船舶。但是，提供的船舶或者更换的船舶不符合合同约定的，承租人有权拒绝或者解除合同。

Article 96 The shipowner shall provide the intended ship. The intended ship may be substituted with the consent of the charterer. However, if the ship substituted does not meet the requirements of the charter party, the charterer may reject the ship or cancel the charter.

因出租人过失未提供约定的船舶致使承租人遭受损失的，出租人应当负赔偿责任。

The shipowner shall be liable for the charterer's loss resulting from the shipowner's failure in providing the intended ship due to his fault.

第九十七条   出租人在约定的受载期限内未能提供船舶的，承租人有权解除合同。但是，出租人将船舶延误情况和船舶预期抵达装货港的日期通知承租人的，承租人应当自收到通知时起四十八小时内，将是否解除合同的决定通知出租人。

Article 97 If the shipowner has failed to provide the ship within the laydays fixed in the charter, the charterer is entitled to cancel the charter party. However, if the shipowner has notified the charterer of the delay of the ship and the expected date of its arrival at the port of loading, the charterer shall notify the shipowner whether to cancel the charter within 48 hours of the receipt of the shipowner's notification.

因出租人过失延误提供船舶致使承租人遭受损失的，出租人应当负赔偿责任。

The shipowner shall be liable for the charterer's loss resulting from the delay in delivery of the ship due to the shipowner's fault.

第九十八条   航次租船合同的装货、卸货期限及其计算办法，超过装货、卸货期限后的滞期费和提前完成装货、卸货的速遣费，由双方约定。

Article 98 Under a voyage charter, the time for loading and discharge and the way of calculation thereof, as well as the rate of demurrage that would incur after the expiration of the laytime and the rate of dispatch money to be paid as a result of the completion of loading or discharge ahead of schedule, shall be fixed by the shipowner and the charterer upon mutual agreement.

第九十九条   承租人可以将其租用的船舶转租；转租后，原合同约定的权利和义务不受影响。

Article 99 The charterer may sublet the ship he chartered, but the rights and obligations under the head charter shall not be affected.

第一百条   承租人应当提供约定的货物；经出租人同意，可以更换货物。但是，更换的货物对出租人不利的，出租人有权拒绝或者解除合同。

Article 100 The charterer shall provide the intended goods, but he may replace the goods with the consent of the shipowner. However, if the goods replaced is detrimental to the interests of the shipowner, the shipowner shall be entitled to reject such goods and cancel the charter.

因未提供约定的货物致使出租人遭受损失的，承租人应当负赔偿责任。

Where the shipowner has suffered losses as a result of the failure of the charterer in providing the intended goods, the charterer shall be liable for compensation.

第一百零一条   出租人应当在合同约定的卸货港卸货。合同订有承租人选择卸货港条款的，在承租人未按照合同约定及时通知确定的卸货港时，船长可以从约定的选卸港中自行选定一港卸货。承租人未按照合同约定及时通知确定的卸货港，致使出租人遭受损失的，应当负赔偿责任。出租人未按照合同约定，擅自选定港口卸货致使承租人遭受损失的，应当负赔偿责任。

Article 101 The shipowner shall discharge the goods at the port of discharge specified in the charter party. Where the charter party contains a clause allowing the choice of the port of discharge by the charterer, the Master may choose one from among the agreed picked ports to discharge the goods, in case the charterer did not, as agreed in the charter, instruct in time as to the port chosen for discharging the goods. Where the shipowner has suffered losses as a result of the charterer's failure to notify on time the fixed port of discharge according to the charter party. Where the charterer has suffered losses as a result of the shipowner's unauthorized choice of a port to discharge the goods, the shipowner shall be liable for compensation.

第八节 多式联运合同的特别规定

Section 8  Special Provisions Regarding Multimodal Transport Contract

第一百零二条   本法所称多式联运合同，是指多式联运经营人以两种以上的不同运输方式，其中一种是海上运输方式，负责将货物从接收地运至目的地交付收货人，并收取全程运费的合同。

Article 102 A multimodal transport contract as referred to in this Code means a contract under which the multimodal transport operator undertakes to transport the goods, against the payment of freight for the entire transport, from the place where the goods were received in his charge to his consignee by two or more different modes of transport, one of which being sea carriage.

前款所称多式联运经营人，是指本人或者委托他人以本人名义与托运人订立多式联运合同的人。

The multimodal transport operator as referred to in the preceding paragraph means the person who has entered into a multimodal transport contract with the consignor either by himself or by another person acting on his behalf.

第一百零三条   多式联运经营人对多式联运货物的责任期间，自接收货物时起至交付货物时止。

Article 103 The responsibility of the multimodal transport operator with respect to the goods under multimodal transport contract covers the period from the time he takes the goods in his charge to the time of their delivery.

第一百零四条   多式联运经营人负责履行或者组织履行多式联运合同，并对全程运输负责。

Article 104 The multimodal transport operator shall be responsible for the performance of the multimodal transport contract or the procurement of the performance therefor, and shall be responsible for the entire transport.

多式联运经营人与参加多式联运的各区段承运人，可以就多式联运合同的各区段运输，另以合同约定相互之间的责任。但是，此项合同不得影响多式联运经营人对全程运输所承担的责任。

The multimodal transport operator may enter into separate contracts with the carriers of the different parts of the multimodal transport for the purpose of defining their responsibilities with regard to the respective parts of the contract. However, such separate contracts shall not affect the responsibility of the multimodal transport operator with respect to the entire transport.

第一百零五条   货物的灭失或者损坏发生于多式联运的某一运输区段的，多式联运经营人的赔偿责任和责任限额，适用调整该区段运输方式的有关法律规定。

Article 105 If loss of or damage to the goods has occurred in a certain section of the transport, the provisions of the relevant laws and regulations governing that specific section of the multimodal transport shall be applicable to matters concerning the liability of the multimodal transport operator and the limitation thereof.

第一百零六条   货物的灭失或者损坏发生的运输区段不能确定的，多式联运经营人应当依照本章关于承运人赔偿责任和责任限额的规定负赔偿责任。

Article 106 If the section of transport in which the loss of or damage to the goods occurred could not be ascertained, the multimodal transport operator shall be liable for compensation in accordance with the stipulations regarding the carrier's liability and the limitation thereof as set out in this Chapter.

第五章 海上旅客运输合同

Chapter 5 Contract of Carriage of Passengers by Sea

第一百零七条   海上旅客运输合同，是指承运人以适合运送旅客的船舶经海路将旅客及其行李从一港运送至另一港，由旅客支付票款的合同。

Article 107 A contract of carriage of passengers by sea is a contract whereby the carrier undertakes to carry passengers and their luggage by sea from one port to another by ships suitable for that purpose against payment of fare by the passengers.

第一百零八条   本章下列用语的含义：

Article 108 For the purposes of this Chapter:

（一）“承运人”，是指本人或者委托他人以本人名义与旅客订立海上旅客运输合同的人。

(I) "Carrier" means the person by whom or in whose name a contract of carriage of passengers by sea has been entered into with the passengers;

（二）“实际承运人”，是指接受承运人委托，从事旅客运送或者部分运送的人，包括接受转委托从事此项运送的其他人。

(II) "Actual carrier" means the person by whom the whole or part of the carriage of passengers has been performed as entrusted by the carrier, including those engaged in such carriage under a sub-contract.

（三）“旅客”，是指根据海上旅客运输合同运送的人；经承运人同意，根据海上货物运输合同，随船护送货物的人，视为旅客。

(III) "Passenger" means a person carried under a contract of carriage of passengers by sea. With the consent of the carrier, a person supervising the carriage of goods aboard a ship covered by a contract of carriage of goods is regarded as a passenger;

（四）“行李”，是指根据海上旅客运输合同由承运人载运的任何物品和车辆，但是活动物除外。

(IV) "Luggage" means any article or vehicle shipped by the carrier under the contract of carriage of passengers by sea, with the exception of live animals.

（五）“自带行李”，是指旅客自行携带、保管或者放置在客舱中的行李。

(V) "Cabin luggage" means the luggage which the passenger has in his cabin or is otherwise in his possession, custody or control.

第一百零九条   本章关于承运人责任的规定，适用于实际承运人。本章关于承运人的受雇人、代理人责任的规定，适用于实际承运人的受雇人、代理人。

Article 109. The carrier's liability as stipulated in this Chapter shall apply to the actual carrier. The provisions of this Chapter concerning the liability of employees or agents of the carrier shall apply to the employees or agents of the actual carrier.

第一百一十条   旅客客票是海上旅客运输合同成立的凭证。

Article 110. The passage ticket shall constitute evidence of the establishment of a marine passenger transportation contract.

第一百一十一条   海上旅客运输的运送期间，自旅客登船时起至旅客离船时止。客票票价含接送费用的，运送期间并包括承运人经水路将旅客从岸上接到船上和从船上送到岸上的时间，但是不包括旅客在港站内、码头上或者在港口其他设施内的时间。

Article 111. The period of the marine passenger transportation contract shall be from the time of embarkation by the passenger to the time of disembarkation. If the passenger fare includes transit expenses then the shipping period shall include the times taken in collection and transportation over waterways of the passenger from the shore to the vessel and delivery from the vessel to the shore, but shall not include the times spent by the passenger in the harbour terminal, on the quay or in other port facilities.

旅客的自带行李，运送期间同前款规定。旅客自带行李以外的其他行李，运送期间自旅客将行李交付承运人或者承运人的受雇人、代理人时起至承运人或者承运人的受雇人、代理人交还旅客时止。

The period of carriage for the cabin luggage of the passengers shall be the same as that stipulated in the preceding paragraph. The shipping period of baggage other than hand luggage of the passenger shall commence from the time at which it is handed over to the carrier or to the employee or agent of the carrier and conclude at the time it is returned by the carrier or the employee or agent of the carrier.

第一百一十二条   旅客无票乘船、越级乘船或者超程乘船，应当按照规定补足票款，承运人可以按照规定加收票款；拒不交付的，船长有权在适当地点令其离船，承运人有权向其追偿。

Article 112 A passenger travelling without a ticket or taking a higher class berth than booked or going beyond the distance paid for shall pay for the fare or the excess fare as required by relevant regulations, and the carrier may, according to the relevant regulations, charge additional fare. Should any passenger refuse to pay, the Master is entitled to order him to disembark at a suitable place and the carrier has the right of recourse against him.

第一百一十三条   旅客不得随身携带或者在行李中夹带违禁品或者易燃、易爆、有毒、有腐蚀性、有放射性以及有可能危及船上人身和财产安全的其他危险品。

Article 113 No passenger may take on board or pack in their luggage contraband goods or any article of an inflammable, explosive, poisonous, corrosive or radioactive nature or other dangerous goods that would endanger the safety of life and property on board.

承运人可以在任何时间、任何地点将旅客违反前款规定随身携带或者在行李中夹带的违禁品、危险品卸下、销毁或者使之不能为害，或者送交有关部门，而不负赔偿责任。

The carrier may have the contraband or dangerous goods brought on board by the passenger or packed in his luggage in violation of the provisions of the preceding paragraph discharged, destroyed or rendered innocuous at any time and at any place or sent them to the appropriate authorities, without being liable for compensation.

旅客违反本条第一款规定，造成损害的，应当负赔偿责任。

The passenger shall be liable for compensation if any loss or damage occurs as a result of his breach of the provisions of paragraph 1 of this Article.

第一百一十四条   在本法第一百一十一条规定的旅客及其行李的运送期间，因承运人或者承运人的受雇人、代理人在受雇或者受委托的范围内的过失引起事故，造成旅客人身伤亡或者行李灭失、损坏的，承运人应当负赔偿责任。

Article 114 During the period of carriage of the passengers and their luggage as provided for in Article 111 of this Code, the carrier shall be liable for the death of or personal injury to passengers or the loss of or damage to their luggage resulting from accidents caused by the fault of the carrier or his servant or agent committed within the scope of his employment or agency.

请求人对承运人或者承运人的受雇人、代理人的过失，应当负举证责任；但是，本条第三款和第四款规定的情形除外。

The claimant shall bear the burden of proof regarding the fault of the carrier or his servant or agent, with the exception, however, of the circumstances specified in paragraphs 3 and 4 of this Article.

旅客的人身伤亡或者自带行李的灭失、损坏，是由于船舶的沉没、碰撞、搁浅、爆炸、火灾所引起或者是由于船舶的缺陷所引起的，承运人或者承运人的受雇人、代理人除非提出反证，应当视为其有过失。

If the death of or personal injury to the passengers or loss of or damage to the passengers' cabin luggage occurred as a result of shipwreck, collision, stranding, explosion, fire or the defect of the ship, it shall be presumed that the carrier or his servant or agent has committed a fault, unless proof to the contrary has been given by the carrier or his servant or agent.

旅客自带行李以外的其他行李的灭失或者损坏，不论由于何种事故所引起，承运人或者承运人的受雇人、代理人除非提出反证，应当视为其有过失。

If luggage of the passengers other than hand luggage is destroyed or damaged due to any cause, the carrier or the carrier's employees or agents shall, except where proved otherwise, be recognised as having caused the mistake.

第一百一十五条   经承运人证明，旅客的人身伤亡或者行李的灭失、损坏，是由于旅客本人的过失或者旅客和承运人的共同过失造成的，可以免除或者相应减轻承运人的赔偿责任。

Article 115 If it is proved by the carrier that the death of or personal injury to the passenger or the loss of or damage to his luggage was caused by the fault of the passenger himself or the faults of the carrier and the passenger combined, the carrier's liability may be exonerated or appropriately mitigated.

经承运人证明，旅客的人身伤亡或者行李的灭失、损坏，是由于旅客本人的故意造成的，或者旅客的人身伤亡是由于旅客本人健康状况造成的，承运人不负赔偿责任。

If it is proved by the carrier that the death of or personal injury to the passenger or the loss of or damage to the passenger's luggage was intentionally caused by the passenger himself, or the death or personal injury was caused by the health condition of his, the carrier shall not be liable therefore.

第一百一十六条   承运人对旅客的货币、金银、珠宝、有价证券或者其他贵重物品所发生的灭失、损坏，不负赔偿责任。

Article 116 The carrier shall not be liable for any loss of or damage to the monies, gold, silver, jewellery, negotiable securities or other valuables of the passengers.

旅客与承运人约定将前款规定的物品交由承运人保管的，承运人应当依照本法第一百一十七条的规定负赔偿责任；双方以书面约定的赔偿限额高于本法第一百一十七条的规定的，承运人应当按照约定的数额负赔偿责任。

If the passenger has entrusted the above-mentioned valuables to the safe-keeping of the carrier under an agreement for that purpose, the carrier shall be liable for compensation in accordance with the provisions of Article 117 of this Law. Where the limitation of liability agreed upon between the carrier and the passenger in writing is higher than that set out in Article 117 of this Law, the carrier shall make the compensation in accordance with that higher amount.

第一百一十七条   除本条第四款规定的情形外，承运人在每次海上旅客运输中的赔偿责任限额，依照下列规定执行：

Article 117 Except the circumstances specified in paragraph 4 of this Article, the limitation of liability of the carrier under each carriage of passengers by sea shall be governed by the following:

（一）旅客人身伤亡的，每名旅客不超过４６６６６计算单位；

1. For death of or personal injury to the passenger: not exceeding 46666 Units of Account per passenger;

（二）旅客自带行李灭失或者损坏的，每名旅客不超过８３３计算单位；

2. For loss of or damage to the passengers' cabin luggage: not exceeding 833 Units of Account per passenger;

（三）旅客车辆包括该车辆所载行李灭失或者损坏的，每一车辆不超过３３３３计算单位；

(III) For loss of or damage to the passengers' vehicles including the luggage carried therein: not exceeding 3,333 Units of Account per vehicle;

（四）本款第（二）、（三）项以外的旅客其他行李灭失或者损坏的，每名旅客不超过１２００计算单位。

(IV) For loss of or damage to luggage other than those described in sub-paragraphs (2) and (3) above: not exceeding 1,200 Units of Account per passenger.

承运人和旅客可以约定，承运人对旅客车辆和旅客车辆以外的其他行李损失的免赔额。但是，对每一车辆损失的免赔额不得超过１１７计算单位，对每名旅客的车辆以外的其他行李损失的免赔额不得超过１３计算单位。在计算每一车辆或者每名旅客的车辆以外的其他行李的损失赔偿数额时，应当扣除约定的承运人免赔额。

An agreement may be reached between the carrier and the passengers with respect to the deductibles applicable to the compensation for loss of or damage to the passengers' vehicles and luggage other than their vehicles. However, the amount exempt from compensation for loss of each vehicle shall not exceed 117 calculation units; the amount exempt from compensation of loss of luggage other than the vehicle of each passenger shall not exceed 13 calculation units. When calculating the amount of compensation for loss of or damage to the passenger's vehicle or the luggage other than the vehicle, the agreed deductible amount for the carrier shall be deducted.

承运人和旅客可以书面约定高于本条第一款规定的赔偿责任限额。

The carrier and the passenger may agree in writing to a limit of liability higher than that prescribed in paragraph 1 of this Article.

中华人民共和国港口之间的海上旅客运输，承运人的赔偿责任限额，由国务院交通主管部门制定，报国务院批准后施行。

The limitation of liability of the carrier with respect to the carriage of passengers by sea between the ports of the People's Republic of China shall be fixed by the competent authorities of transport and communications under the State Council and implemented after its being submitted to and approved by the State Council.

第一百一十八条   经证明，旅客的人身伤亡或者行李的灭失、损坏，是由于承运人的故意或者明知可能造成损害而轻率地作为或者不作为造成的，承运人不得援用本法第一百一十六条和第一百一十七条限制赔偿责任的规定。

Article 118. Subject to proof that passengers are injured or killed or luggage destroyed or damaged as a result of deliberate or rash conduct of acts or failure to conduct acts from which losses are likely to be caused by the carrier, the carrier shall not be permitted to invoke the limited liability for compensation as stipulated in Articles 116 and 117 of this Law.

经证明，旅客的人身伤亡或者行李的灭失、损坏，是由于承运人的受雇人、代理人的故意或者明知可能造成损害而轻率地作为或者不作为造成的，承运人的受雇人、代理人不得援用本法第一百一十六条和第一百一十七条限制赔偿责任的规定。

Subject to proof that passengers are injured or killed or luggage destroyed or damaged as a result of deliberate or rash conduct of acts or failure to conduct acts from which losses are likely to be caused by the carrier's employees or agents, those employees or agents shall not be permitted to invoke the limited liability for compensation as stipulated in Articles 116 and 117 of this Law.

第一百一十九条   行李发生明显损坏的，旅客应当依照下列规定向承运人或者承运人的受雇人、代理人提交书面通知：

Article 119 In case of apparent damage to the luggage, the passenger shall notify the carrier or his servant or agent in writing according to the following:

（一）自带行李，应当在旅客离船前或者离船时提交；

1. Notice with respect to cabin luggage shall be made before or at the time of his embarkation;

（二）其他行李，应当在行李交还前或者交还时提交。

(II) Notice regarding luggage other than cabin luggage shall be made before or at the time of redelivery thereof.

行李的损坏不明显，旅客在离船时或者行李交还时难以发现的，以及行李发生灭失的，旅客应当在离船或者行李交还或者应当交还之日起十五日内，向承运人或者承运人的受雇人、代理人提交书面通知。

If the damage to the luggage is not apparent and it is difficult for the passenger to discover such damage at the time of his disembarkation or of the redelivery of the luggage, or if the luggage has been lost, the passenger shall notify the carrier or his servant or agent in writing within 15 days from the next day of disembarkation of the passenger or of the redelivery of the luggage.

旅客未依照本条第一、二款规定及时提交书面通知的，除非提出反证，视为已经完整无损地收到行李。

If the passenger fails to send in the notice in writing in time in accordance with the provisions of sub- paragraphs (1) and (2) of this Article, it shall be presumed that the luggage has been received undamaged, unless proof to the contrary is made.

行李交还时，旅客已经会同承运人对行李进行联合检查或者检验的，无需提交书面通知。

Where the luggage has been jointly surveyed or inspected by the passenger and the carrier at the time of redelivery thereof, the above-mentioned notice need not be given.

第一百二十条   向承运人的受雇人、代理人提出的赔偿请求，受雇人或者代理人证明其行为是在受雇或者受委托的范围内的，有权援用本法第一百一十五条、第一百一十六条和第一百一十七条的抗辩理由和赔偿责任限制的规定。

Article 120 With regard to the claims made to the carrier's servant or agent, such servant or agent shall be entitled to invoke the provisions regarding defence and limitation of liability contained in Articles 115, 116 and 117 of this Law if such servant or agent proves that his act or omission was within the scope of his employment or agency.

第一百二十一条   承运人将旅客运送或者部分运送委托给实际承运人履行的，仍然应当依照本章规定，对全程运送负责。实际承运人履行运送的，承运人应当对实际承运人的行为或者实际承运人的受雇人、代理人在受雇或者受委托的范围内的行为负责。

Article 121 Where the performance of the carriage of passengers or part thereof has been entrusted by the carrier to an actual carrier, the carrier shall, as stipulated in this Chapter, remain liable for the entire carriage. Where carriage is performed by the actual carrier, the carrier shall be liable for the act or omission of the actual carrier or of his servant or agent carried out within the scope of his employment or agency.

第一百二十二条   承运人承担本章未规定的义务或者放弃本章赋予的权利的任何特别协议，经实际承运人书面明确同意的，对实际承运人发生效力；实际承运人是否同意，不影响此项特别协议对承运人的效力。

Article 122  Any special agreement under which the carrier assumes obligations not provided for in this Chapter or waives rights conferred by this Chapter shall be binding upon the actual carrier when the actual carrier has agreed in writing to the contents thereof. The provisions of such special agreement shall be binding upon the carrier whether the actual carrier has agreed to the contents or not.

第一百二十三条   承运人与实际承运人均负有赔偿责任的，应当在此项责任限度内负连带责任。

Article 123 Where both the carrier and the actual carrier are liable for compensation, they shall be liable jointly and severally within the scope of such liability.

第一百二十四条   就旅客的人身伤亡或者行李的灭失、损坏，分别向承运人、实际承运人以及他们的受雇人、代理人提出赔偿请求的，赔偿总额不得超过本法第一百一十七条规定的限额。

Article 124 Where separate claims have been brought against the carrier, the actual carrier and their servants or agents with respect to the death of or personal injury to the passengers or the loss of or damage to their luggage, the aggregate amount of compensation shall not be in excess of the limitation prescribed in Article 117 of this Law.

第一百二十五条   本法第一百二十一条至第一百二十四条的规定，不影响承运人和实际承运人之间相互追偿。

Article 125 The provisions of Articles 121 through 124 of this Law shall not affect the right of recourse between the carrier and the actual carrier.

第一百二十六条   海上旅客运输合同中含有下列内容之一的条款无效：

Article 126 Any of the following clauses contained in a contract of carriage of passengers by sea shall be null and void:

（一）免除承运人对旅客应当承担的法定责任；

1. Any clause that exonerates the statutory responsibility of the carrier in respect of the passenger;

（二）降低本章规定的承运人责任限额；

2. Any clause that reduces the limitation of liability of the carrier as contained in this Chapter;

（三）对本章规定的举证责任作出相反的约定；

(III) Any clause that contains provisions contrary to those of this Chapter concerning burden of proof; and

（四）限制旅客提出赔偿请求的权利。

(IV) Any clause that restricts the right of claim of the passenger.

前款规定的合同条款的无效，不影响合同其他条款的效力。

The nullity and voidness of the clauses set out in the preceding paragraph shall not prejudice the validity of the other clauses of the contract.

第六章 船舶租用合同

Chapter 6 Charter Party

第一节 一般规定

Section 1 General Provisions

第一百二十七条   本章关于出租人和承租人之间权利、义务的规定，仅在船舶租用合同没有约定或者没有不同约定时适用。

Article 127 The provisions concerning the rights and obligations of the shipowner and the charterer in this Chapter shall apply only when there are no stipulations or no different stipulations in this regard in the charter party.

第一百二十八条   船舶租用合同，包括定期租船合同和光船租赁合同，均应当书面订立。

Article 128 Charter parties including time charter parties and bareboat charter parties shall be concluded in writing.

第二节 定期租船合同

Section 2  Time Charter Party  

第一百二十九条   定期租船合同，是指船舶出租人向承租人提供约定的由出租人配备船员的船舶，由承租人在约定的期间内按照约定的用途使用，并支付租金的合同。

Article 129 A time charter party is a contract under which the shipowner provides a designated manned ship to the charterer, and the charterer employs the ship during the contractual period for the agreed service against payment of hire.

第一百三十条   定期租船合同的内容，主要包括出租人和承租人的名称、船名、船籍、船级、吨位、容积、船速、燃料消耗、航区、用途、租船期间、交船和还船的时间和地点以及条件、租金及其支付，以及其他有关事项。

Article 130 A time charter party mainly contains the name of the shipowner, the name of the charterer; the name, nationality, class, tonnage, capacity, speed and fuel consumption of the ship; the trading area; the agreed service, the contractual period, the time, place and conditions of delivery and redelivery of the ship; the hire and the way of its payment and other relevant matters.

第一百三十一条   出租人应当按照合同约定的时间交付船舶。

Article 131 The shipowner shall deliver the ship within the time agreed upon in the charter party.

出租人违反前款规定的，承租人有权解除合同。出租人将船舶延误情况和船舶预期抵达交船港的日期通知承租人的，承租人应当自接到通知时起四十八小时内，将解除合同或者继续租用船舶的决定通知出租人。

If a lessor violates the provisions of the preceding paragraph, the lessee shall have the right to dissolve the contract. Where the shipowner has notified the charterer of the extent of the delay in delivery and of the expected date of arrival of the ship at the port of delivery, the charterer shall notify the shipowner, within 48 hours of the receipt of such notice from the shipowner, of his decision as to whether to cancel the charter or not.

因出租人过失延误提供船舶致使承租人遭受损失的，出租人应当负赔偿责任。

The shipowner shall be liable for the charterer's loss resulting from the delay in delivery of the ship due to the shipowner's fault.

第一百三十二条   出租人交付船舶时，应当做到谨慎处理，使船舶适航。交付的船舶应当适于约定的用途。

Article 132 At the time of delivery, the shipowner shall exercise due diligence to make the ship seaworthy. The ship delivered shall be fit for the agreed service.

出租人违反前款规定的，承租人有权解除合同，并有权要求赔偿因此遭受的损失。

If a lessor fails in any of the aforesaid stipulations, the lessee shall have the right to dissolve the contract and to claim compensation for losses suffered.

第一百三十三条   船舶在租期内不符合约定的适航状态或者其他状态，出租人应当采取可能采取的合理措施，使之尽快恢复。

Article 133 During the charter period, if the ship is found at variance with the seaworthiness or the other conditions agreed upon in the charter, the shipowner shall take all reasonable measures to have them restored as soon as possible.

船舶不符合约定的适航状态或者其他状态而不能正常营运连续满二十四小时的，对因此而损失的营运时间，承租人不付租金，但是上述状态是由承租人造成的除外。

Where the ship has not been operated normally for 24 consecutive hours due to its failure to maintain the seaworthiness or the other conditions as agreed upon, the charterer shall not pay the hire for the operating time so lost, unless such failure was caused by the charterer.

第一百三十四条   承租人应当保证船舶在约定航区内的安全港口或者地点之间从事约定的海上运输。

Article 134 The charterer shall guarantee that the ship shall be employed in the agreed maritime transport between the safe ports or places within the trading area agreed upon.

承租人违反前款规定的，出租人有权解除合同，并有权要求赔偿因此遭受的损失。

If the charterer violates the provisions of the preceding paragraph, the shipowner shall be entitled to cancel the charter and claim any losses resulting therefrom.

第一百三十五条   承租人应当保证船舶用于运输约定的合法的货物。

Article 135 The charterer shall guarantee that the ship shall be employed to carry the lawful cargo agreed.

承租人将船舶用于运输活动物或者危险货物的，应当事先征得出租人的同意。

Where the ship is to be used by the charterer for the transportation of live animals or dangerous goods, a prior consent of the shipowner is required.

承租人违反本条第一款或者第二款的规定致使出租人遭受损失的，应当负赔偿责任。

The lessee shall be liable for the loss to the lessor resulting from the lessee's violation of the provisions of paragraph 1 or paragraph 2 of this Article.

第一百三十六条   承租人有权就船舶的营运向船长发出指示，但是不得违反定期租船合同的约定。

Article 136 The charterer shall be entitled to give the Master instructions with respect to the operation of the ship. However, such instructions shall not be inconsistent with the stipulations of the time charter.

第一百三十七条   承租人可以将租用的船舶转租，但是应当将转租的情况及时通知出租人。租用的船舶转租后，原租船合同约定的权利和义务不受影响。

Article 137 The charterer may sublet the ship under charter, but he shall notify the shipowner of the sublet in time. The rights and obligations agreed upon in the head charter shall not be affected by the sub-charter.

第一百三十八条   船舶所有人转让已经租出的船舶的所有权，定期租船合同约定的当事人的权利和义务不受影响，但是应当及时通知承租人。船舶所有权转让后，原租船合同由受让人和承租人继续履行。

Article 138 Where the ownership of the ship under charter has been transferred by the shipowner, the rights and obligations agreed upon under the original charter shall not be affected. However, the shipowner shall inform the charterer thereof in time. After such transfer, the transferee and the charterer shall continue to perform the original charter.

第一百三十九条   在合同期间，船舶进行海难救助的，承租人有权获得扣除救助费用、损失赔偿、船员应得部分以及其他费用后的救助款项的一半。

Article 139 Should the ship be engaged in salvage operations during the charter period, the charterer shall be entitled to half of the amount of the payment for salvage operations after deducting therefrom the salvage expenses, compensation for damage, the portion due to crew members and other relevant costs.

第一百四十条   承租人应当按照合同约定支付租金。承租人未按照合同约定支付租金的，出租人有权解除合同，并有权要求赔偿因此遭受的损失。

Article 140 The charterer shall pay the hire as agreed upon in the charter. Where the charterer fails to pay the hire as agreed upon, the shipowner shall be entitled to cancel the charter party and claim any losses resulting therefrom.

第一百四十一条   承租人未向出租人支付租金或者合同约定的其他款项的，出租人对船上属于承租人的货物和财产以及转租船舶的收入有留置权。

Article 141 Where the charterer fails to pay the hire or other sums of money as agreed upon in the charter, the shipowner shall have a lien on the charterer's goods, other property on board and earnings from the sub-charter.

第一百四十二条   承租人向出租人交还船舶时，该船舶应当具有与出租人交船时相同的良好状态，但是船舶本身的自然磨损除外。

Article 142 When the charterer redelivers the ship to the shipowner, the ship shall be in the same good order and condition as it was at the time of delivery, fair wear and tear excepted.

船舶未能保持与交船时相同的良好状态的，承租人应当负责修复或者给予赔偿。

Where a vessel fails to maintain the same good order and condition as when the vessel was delivered, the lessee shall be responsible for repair and maintenance or for compensation.

第一百四十三条   经合理计算，完成最后航次的日期约为合同约定的还船日期，但可能超过合同约定的还船日期的，承租人有权超期用船以完成该航次。超期期间，承租人应当按照合同约定的租金率支付租金；市场的租金率高于合同约定的租金率的，承租人应当按照市场租金率支付租金。

Article 143  If, on the basis of a reasonable calculation, a ship may be able to complete its last voyage at around the time of redelivery specified in the charter and probably thereafter, the charterer is entitled to continue to use the ship in order to complete that voyage even if its time of redelivery will be overdue. During the extended period, the charterer shall pay the hire at the rate fixed by the charter, and, if the current market rate of hire is higher than that specified in the charter, the charterer shall pay the hire at the current market rate.

第三节 光船租赁合同

Section 3  Bareboat Charter Party  

第一百四十四条   光船租赁合同，是指船舶出租人向承租人提供不配备船员的船舶，在约定的期间内由承租人占有、使用和营运，并向出租人支付租金的合同。

Article 144 A bareboat charter party is a charter party under which the shipowner provides the charterer with an unmanned ship which the charterer shall possess, employ and operate within an agreed period and for which the charterer shall pay the shipowner the hire.

第一百四十五条   光船租赁合同的内容，主要包括出租人和承租人的名称、船名、船籍、船级、吨位、容积、航区、用途、租船期间、交船和还船的时间和地点以及条件、船舶检验、船舶的保养维修、租金及其支付、船舶保险、合同解除的时间和条件，以及其他有关事项。

Article 145 A bareboat charter party mainly contains the name of the shipowner and the name of the charterer; the name, nationality, class, tonnage and capacity of the ship; the trading area, the employment of the ship and the charter period; the time, place and condition of delivery and redelivery; the survey, maintenance and repair of the ship; the hire and its payment; the insurance of the ship; the time and condition for the termination of the charter and other relevant matters.

第一百四十六条   出租人应当在合同约定的港口或者地点，按照合同约定的时间，向承租人交付船舶以及船舶证书。交船时，出租人应当做到谨慎处理，使船舶适航。交付的船舶应当适于合同约定的用途。

Article 146 The shipowner shall deliver the ship and its certificates to the charterer at the port or place and time as stipulated in the charter party. At the time of delivery, the shipowner shall exercise due diligence to make the ship seaworthy. The ship delivered shall be fit for the agreed service.

出租人违反前款规定的，承租人有权解除合同，并有权要求赔偿因此遭受的损失。

If a lessor fails in any of the aforesaid stipulations, the lessee shall have the right to dissolve the contract and to claim compensation for losses suffered.

第一百四十七条   在光船租赁期间，承租人负责船舶的保养、维修。

Article 147 The charterer shall be responsible for the maintenance and repair of the ship during the bareboat charter period.

第一百四十八条   在光船租赁期间，承租人应当按照合同约定的船舶价值，以出租人同意的保险方式为船舶进行保险，并负担保险费用。

Article 148 During the bareboat charter period, the ship shall be insured, at the value agreed upon in the charter and in the way consented to by the shipowner, by the charterer at his expense.

第一百四十九条   在光船租赁期间，因承租人对船舶占有、使用和营运的原因使出租人的利益受到影响或者遭受损失的，承租人应当负责消除影响或者赔偿损失。

Article 149 During the bareboat charter period, if the charterer's possession, employment or operation of the ship has affected the interests of the shipowner or caused any losses thereto, the charterer shall be liable for eliminating the harmful effect or compensating for the losses.

因船舶所有权争议或者出租人所负的债务致使船舶被扣押的，出租人应当保证承租人的利益不受影响；致使承租人遭受损失的，出租人应当负赔偿责任。

Should the ship be arrested due to any disputes over its ownership or debts owed by the shipowner, the shipowner shall guarantee that the interest of the charterer is not affected. The shipowner shall be liable for compensation for any losses suffered by the charterer thereby.

第一百五十条   在光船租赁期间，未经出租人书面同意，承租人不得转让合同的权利和义务或者以光船租赁的方式将船舶进行转租。

Article 150 During the bareboat charter period, the charterer shall not assign the rights and obligations stipulated in the charter or sublet the ship under bareboat charter without the shipowner's consent in writing.

第一百五十一条   未经承租人事先书面同意，出租人不得在光船租赁期间对船舶设定抵押权。

Article 151 The shipowner shall not establish any mortgage of the ship during the bareboat charter period without the prior consent in writing by the charterer.

出租人违反前款规定，致使承租人遭受损失的，应当负赔偿责任。

Where the shipowner acts against the provisions of the preceding paragraph and thereby causes losses to the charterer, the shipowner shall be liable for compensation.

第一百五十二条   承租人应当按照合同约定支付租金。承租人未按照合同约定的时间支付租金连续超过七日的，出租人有权解除合同，并有权要求赔偿因此遭受的损失。

Article 152 The charterer shall pay the hire as agreed upon in the charter. In default of payment by the charterer for seven consecutive days or more after the time as agreed in the charter for such payment, the shipowner is entitled to cancel the charter without prejudice to any claim for the loss arising from the charterer's default.

船舶发生灭失或者失踪的，租金应当自船舶灭失或者得知其最后消息之日起停止支付，预付租金应当按照比例退还。

Should the ship be lost or missing, payment of hire shall cease from the day when the ship was lost or last heard of. Any hire paid in advance shall be refunded in proportion.

第一百五十三条   本法第一百三十四条、第一百三十五条第一款、第一百四十二条和第一百四十三条的规定，适用于光船租赁合同。

Article 153. The provisions of Article 134, paragraph 1 of Article 135, Articles 142 and 143 of this Law shall apply to bare vessel charterparty.

第一百五十四条   订有租购条款的光船租赁合同，承租人按照合同约定向出租人付清租购费时，船舶所有权即归于承租人。

Article 154 The ownership of a ship under bareboat charter containing a lease-purchase clause shall be transferred to the charterer when the charterer has paid off the lease-purchase price to the shipowner as stipulated in the charter.

第七章 海上拖航合同

Chapter 7 Contract of Sea Towage  

第一百五十五条   海上拖航合同，是指承拖方用拖轮将被拖物经海路从一地拖至另一地，而由被拖方支付拖航费的合同。

Article 155 A contract of sea towage is a contract whereby the tugowner undertakes to tow an object by sea with a tug from one place to another and the tow party pays the towage.

本章规定不适用于在港区内对船舶提供的拖轮服务。

The provisions of this Chapter shall not be applicable to the towage service rendered to ships within the port area.

第一百五十六条   海上拖航合同应当书面订立。海上拖航合同的内容，主要包括承拖方和被拖方的名称和住所、拖轮和被拖物的名称和主要尺度、拖轮马力、起拖地和目的地、起拖日期、拖航费及其支付方式，以及其他有关事项。

Article 156 A contract of sea towage shall be made in writing. . The main contents of a marine towage contract shall include the names and addresses of the tug operator and the towed party, the names and main dimensions of the tug and the towed vessel, horsepower of the tug, the places where the towage begins and ends, the date on which the towage begins and its payment method as well as other relevant matters.

第一百五十七条   承拖方在起拖前和起拖当时，应当谨慎处理，使拖轮处于适航、适拖状态，妥善配备船员，配置拖航索具和配备供应品以及该航次必备的其他装置、设备。

Article 157 The tugowner shall, before and at the beginning of the towage, exercise due diligence to make the tug seaworthy and towworthy and to properly man the tug and equip it with gears and tow lines and to provide all other necessary supplies and appliances for the intended voyage.

被拖方在起拖前和起拖当时，应当做好被拖物的拖航准备，谨慎处理，使被拖物处于适拖状态，并向承拖方如实说明被拖物的情况，提供有关检验机构签发的被拖物适合拖航的证书和有关文件。

The tow party shall, before and at the beginning of the towage, make all necessary preparations therefor and shall exercise due diligence to make the object to be towed towworthy and shall give a true account of the object to be towed and provide the certificate of towworthiness and other documents issued by the relevant survey and inspection organizations.

第一百五十八条   起拖前，因不可抗力或者其他不能归责于双方的原因致使合同不能履行的，双方均可以解除合同，并互相不负赔偿责任。除合同另有约定外，拖航费已经支付的，承拖方应当退还给被拖方。

Article 158  If before the commencement of the towage service, due to force majeure or other causes not attributable to the fault of either party, the towage contract could not be performed, either party may cancel the contract and neither shall be liable to the other. Except where otherwise stipulated in the contract, where towage has already been paid, it shall be returned to the tow party by the tugowner.

第一百五十九条   起拖后，因不可抗力或者其他不能归责于双方的原因致使合同不能继续履行的，双方均可以解除合同，并互相不负赔偿责任。

Article 159  If after the commencement of the towage service, due to force majeure or other causes not attributable to the fault of either party, the towage contract could not be performed, either party may cancel the towage contract and neither shall be liable to the other.

第一百六十条   因不可抗力或者其他不能归责于双方的原因致使被拖物不能拖至目的地的，除合同另有约定外，承拖方可以在目的地的邻近地点或者拖轮船长选定的安全的港口或者锚泊地，将被拖物移交给被拖方或者其代理人，视为已经履行合同。

Article 160 Where the object towed could not reach its destination due to force majeure or other causes not attributable to the fault of either party, unless the towage contract provides otherwise, the tugowner may deliver the object towed to the tow party or its agent at a place near the destination or at a safe port or an anchorage chosen by the Master of the tug, and the contract of towage shall be deemed to have been fulfilled.

第一百六十一条   被拖方未按照约定支付拖航费和其他合理费用的，承拖方对被拖物有留置权。

Article 161 Where the tow party fails to pay the towage price or other reasonable expenses as agreed, the tugowner shall have a lien on the object towed.

第一百六十二条   在海上拖航过程中，承拖方或者被拖方遭受的损失，由一方的过失造成的，有过失的一方应当负赔偿责任；由双方过失造成的，各方按照过失程度的比例负赔偿责任。

Article 162 In the course of the sea towage, if the damage suffered by the tugowner or the tow party was caused by the fault of one of the parties, the party in fault shall be liable for compensation. If the damage was caused by the faults of both parties, both parties shall be liable for compensation in proportion to the extent of their respective faults.

虽有前款规定，经承拖方证明，被拖方的损失是由于下列原因之一造成的，承拖方不负赔偿责任；

If it is proved by the tugowner that the damage suffered by the tow party is due to one of the following causes, the tugowner shall not bear liability:

（一）拖轮船长、船员、引航员或者承拖方的其他受雇人、代理人在驾驶拖轮或者管理拖轮中的过失；

1. Fault of the Master or other crew members of the tug or the pilot or other servants or agents of the tugowner in the navigation and management of the tug;

（二）拖轮在海上救助或者企图救助人命或者财产时的过失。

(II) Fault of the tug in saving or attempting to save life or property at sea.

本条规定仅在海上拖航合同没有约定或者没有不同约定时适用。

The provisions of this Article shall only apply if and when there are no provisions or no different provisions in this regard in the sea towage contract.

第一百六十三条   在海上拖航过程中，由于承拖方或者被拖方的过失，造成第三人人身伤亡或者财产损失的，承拖方和被拖方对第三人负连带赔偿责任。除合同另有约定外，一方连带支付的赔偿超过其应当承担的比例的，对另一方有追偿权。

Article 163 If death of or personal injury to a third party or damage to property thereof has occurred during the sea towage due to the fault of the tugowner or the tow party, the tugowner and the tow party shall be liable jointly and severally to that third party. Except where otherwise agreed in the contract, where one party pays joint compensation in excess of its bearable proportion, that party shall have the right to claim compensation against the other party.

第一百六十四条   拖轮所有人拖带其所有的或者经营的驳船载运货物，经海路由一港运至另一港的，视为海上货物运输。

Article 164 Where a tugowner towing a barge owned or operated by him to transport goods by sea from one port to another, it shall be deemed as an act of carriage of goods by sea.

第八章 船舶碰撞

Chapter 8 Collision of Ships

第一百六十五条   船舶碰撞，是指船舶在海上或者与海相通的可航水域发生接触造成损害的事故。

Article 165 Collision of ships means an accident arising from the touching of ships at sea or in other navigable waters adjacent thereto.

前款所称船舶，包括与本法第三条所指船舶碰撞的任何其他非用于军事的或者政府公务的船艇。

Ships referred to in the preceding paragraph shall include those non-military or public service ships or craft that collide with the ships referred to in Article 3 of this Law.

第一百六十六条   船舶发生碰撞，当事船舶的船长在不严重危及本船和船上人员安全的情况下，对于相碰的船舶和船上人员必须尽力施救。

Article 166 After a collision, the Master of each of the ships in collision is bound, so far as he can do so without serious danger to his ship and persons on board to render assistance to the other ship and persons on board.

碰撞船舶的船长应当尽可能将其船舶名称、船籍港、出发港和目的港通知对方。

The Masters of each of the ships in collision is likewise bound so far as possible to make known to the other ship the name of his ship, its port of registry, port of departure and port of destination.

第一百六十七条   船舶发生碰撞，是由于不可抗力或者其他不能归责于任何一方的原因或者无法查明的原因造成的，碰撞各方互相不负赔偿责任。

Article 167 Neither of the parties shall be liable to the other if the collision is caused by force majeure or other causes not attributable to the fault of either party or if the cause thereof is left in doubt.

第一百六十八条   船舶发生碰撞，是由于一船的过失造成的，由有过失的船舶负赔偿责任。

Article 168 If the collision is caused by the fault of one of the ships, the one in fault shall be liable therefor.

第一百六十九条   船舶发生碰撞，碰撞的船舶互有过失的，各船按照过失程度的比例负赔偿责任；过失程度相当或者过失程度的比例无法判定的，平均负赔偿责任。

Article 169 If the colliding ships are all in fault, each ship shall be liable in proportion to the extent of its fault; if the respective faults are equal in proportion or it is impossible to determine the extent of the proportion of the respective faults, the liability of the colliding ships shall be apportioned equally.

互有过失的船舶，对碰撞造成的船舶以及船上货物和其他财产的损失，依照前款规定的比例负赔偿责任。碰撞造成第三人财产损失的，各船的赔偿责任均不超过其应当承担的比例。

The ships in fault shall be liable for the damage to the ships and the goods and other property on board pursuant to the proportions prescribed in the preceding paragraph. Where damage is caused to the property of a third party, the liability for compensation of any of the colliding ships shall not exceed the proportion it shall bear.

互有过失的船舶，对造成的第三人的人身伤亡，负连带赔偿责任。一船连带支付的赔偿超过本条第一款规定的比例的，有权向其他有过失的船舶追偿。

If the ships in fault have caused loss of life or personal injury to a third party, they shall be jointly and severally liable therefor. If the joint compensation paid by one vessel is in excess of its proportion as stipulated in paragraph 1 of this Article, that party shall have the right to claim compensation from the other vessel in fault.

第一百七十条   船舶因操纵不当或者不遵守航行规章，虽然实际上没有同其他船舶发生碰撞，但是使其他船舶以及船上的人员、货物或者其他财产遭受损失的，适用本章的规定。

Article 170 Where a ship has caused damage to another ship and persons, goods or other property on board that ship, either by the execution or nonobservance of navigation regulations, even if no collision has actually occurred, the provisions of this Chapter shall apply.

第九章 海难救助

Chapter 9 Salvage at Sea

第一百七十一条   本章规定适用于在海上或者与海相通的可航水域，对遇险的船舶和其他财产进行的救助。

Article 171 The provisions of this Chapter shall apply to salvage operations rendered at sea or any other navigable waters adjacent thereto to ships and other property in distress.

第一百七十二条   本章下列用语的含义：

Article 172 For the purposes of this Chapter:

（一）“船舶”，是指本法第三条所称的船舶和与其发生救助关系的任何其他非用于军事的或者政府公务的船艇。

(I) "Ship" means any ship referred to in Article 3 of this Code and any other non-military, public service ship or craft that has been involved in a salvage operation therewith;

（二）“财产”，是指非永久地和非有意地依附于岸线的任何财产，包括有风险的运费。

(II) "Property" means any property not permanently and intentionally attached to the shoreline and includes freight at risk;

（三）“救助款项”，是指依照本章规定，被救助方应当向救助方支付的任何救助报酬、酬金或者补偿。

(III) "Payment" means any reward, remuneration or compensation for salvage operations to be paid by the salved party to the salvor pursuant to the provisions of this Chapter.

第一百七十三条   本章规定，不适用于海上已经就位的从事海底矿物资源的勘探、开发或者生产的固定式、浮动式平台和移动式近海钻井装置。

Article 173 The provisions of this Chapter shall not apply to fixed or floating platforms or mobile offshore drilling units when such platforms or units are on location engaged in the exploration, exploitation or production of sea-bed mineral resources.

第一百七十四条   船长在不严重危及本船和船上人员安全的情况下，有义务尽力救助海上人命。

Article 174 Every Master is bound, so far as he can do so without serious danger to his ship and persons on board, to render assistance to any person in danger of being lost at sea.

第一百七十五条   救助方与被救助方就海难救助达成协议，救助合同成立。

Article 175 A contract for salvage operations at sea is concluded when an agreement has been reached between the salvor and the salved party regarding the salvage operations to be undertaken.

遇险船舶的船长有权代表船舶所有人订立救助合同。遇险船舶的船长或者船舶所有人有权代表船上财产所有人订立救助合同。

The Master of the ship in distress shall have the authority to conclude a contract for salvage operations on behalf of the shipowner. The Master of the ship in distress or its owner shall have the authority to conclude a contract for salvage operations on behalf of the owner of the property on board.

第一百七十六条   有下列情形之一，经一方当事人起诉或者双方当事人协议仲裁的，受理争议的法院或者仲裁机构可以判决或者裁决变更救助合同：

Article 176 The salvage contract may be modified by a judgment of the court which has entertained the suit brought by either party, or modified by an award of the arbitration organization to which the dispute has been submitted for arbitration upon the agreement of the parties, under any of the following circumstances:

（一）合同在不正当的或者危险情况的影响下订立，合同条款显失公平的；

1. the contract has been entered into under undue influence or the influence of danger and its terms are obviously unfair;

（二）根据合同支付的救助款项明显过高或者过低于实际提供的救助服务的。

(II) The payment under the contract is in an excessive degree too large or too small for the services actually rendered.

第一百七十七条   在救助作业过程中，救助方对被救助方负有下列义务：

Article 177 During the salvage operation, the salvor shall owe a duty to the salved party to:

（一）以应有的谨慎进行救助；

1. carry out the salvage operation with due care;

（二）以应有的谨慎防止或者减少环境污染损害；

2. exercise due care to prevent or minimize the pollution damage to the environment;

（三）在合理需要的情况下，寻求其他救助方援助；

(III) seek the assistance of other salvors where reasonably necessary;

（四）当被救助方合理地要求其他救助方参与救助作业时，接受此种要求，但是要求不合理的，原救助方的救助报酬金额不受影响。

(IV) accept the reasonable request of the salved party to seek the participation in the salvage operation of other salvors. However, if the request is unreasonable, the amount of payment due to the original salvor shall not be affected.

第一百七十八条   在救助作业过程中，被救助方对救助方负有下列义务：

Article 178 During the salvage operation, the party salved is under an obligation to the salvor to:

（一）与救助方通力合作；

1. Cooperate fully with the salvor;

（二）以应有的谨慎防止或者减少环境污染损害；

2. exercise due care to prevent or minimize the pollution damage to the environment;

（三）当获救的船舶或者其他财产已经被送至安全地点时，及时接受救助方提出的合理的移交要求。

(III) promptly accept the request of the salvor to take delivery of the ship or property salved when such ship or property has been brought to a place of safety.

第一百七十九条   救助方对遇险的船舶和其他财产的救助，取得效果的，有权获得救助报酬；救助未取得效果的，除本法第一百八十二条或者其他法律另有规定或者合同另有约定外，无权获得救助款项。

Article 179 Where the salvage operations rendered to the distressed ship and other property have had a useful result, the salvor shall be entitled to a reward. Except as otherwise provided for by Article 182 of this Code or by other laws or the salvage contract, the salvor shall not be entitled to the payment if the salvage operations have had no useful result.

第一百八十条   确定救助报酬，应当体现对救助作业的鼓励，并综合考虑下列各项因素：

Article 180 The reward shall be fixed with a view to encouraging salvage operations, taking into full account the following criteria:

（一）船舶和其他财产的获救的价值；

1. Value of the ship and other property salved;

（二）救助方在防止或者减少环境污染损害方面的技能和努力；

(II) Skill and efforts of the salvors in preventing or minimizing the pollution damage to the environment;

（三）救助方的救助成效；

(III) Measure of success achieved by the salvors;

（四）危险的性质和程度；

(IV) Nature and extent of the danger;

（五）救助方在救助船舶、其他财产和人命方面的技能和努力；

(V) Skill and efforts of the salvors in salving the ship, other property and life;

（六）救助方所用的时间、支出的费用和遭受的损失；

(VI) Time used, expenses paid and losses suffered by the Salvor;

（七）救助方或者救助设备所冒的责任风险和其他风险；

(VII) Risk of liability and other risks run by the salvors or their equipment;

（八）救助方提供救助服务的及时性；

(VIII) Promptness of the salvage services rendered by the salvors;

（九）用于救助作业的船舶和其他设备的可用性和使用情况；

(IX) Availability and use of ships or other equipment intended for salvage operations;

（十）救助设备的备用状况、效能和设备的价值。

(X) The standby conditions and efficiency of the salvor's equipment and the value thereof.

救助报酬不得超过船舶和其他财产的获救价值。

The salvage reward shall not exceed the value of the ship and other property salved.

第一百八十一条   船舶和其他财产的获救价值，是指船舶和其他财产获救后的估计价值或者实际出卖的收入，扣除有关税款和海关、检疫、检验费用以及进行卸载、保管、估价、出卖而产生的费用后的价值。

Article 181 The salved value of the ship and other property means the assessed value of the ship and other property salved or the proceeds of the sale thereof, after deduction of the relevant taxes and customs dues, quarantine expenses, inspection charges as well as expenses incurred in connection with the discharge, storage, assessment of the value and the sale thereof.

前款规定的价值不包括船员的获救的私人物品和旅客的获救的自带行李的价值。

The value as stipulated in the preceding paragraph does not include the value of the salved personal articles of the crew and that of the cabin luggage of the passengers.

第一百八十二条   对构成环境污染损害危险的船舶或者船上货物进行的救助，救助方依照本法第一百八十条规定获得的救助报酬，少于依照本条规定可以得到的特别补偿的，救助方有权依照本条规定，从船舶所有人处获得相当于救助费用的特别补偿。

Article 182 If the salvor has carried out the salvage operations in respect of a ship which by itself or its goods threatened pollution damage to the environment and has failed to earn a reward under Article 180 of this Code at least equivalent to the special compensation assessable in accordance with this Article, he shall be entitled to special compensation from the owner of that ship equivalent to his expenses as herein defined.

救助人进行前款规定的救助作业，取得防止或者减少环境污染损害效果的，船舶所有人依照前款规定应当向救助方支付的特别补偿可以另行增加，增加的数额可以达到救助费用的百分之三十。受理争议的法院或者仲裁机构认为适当，并且考虑到本法第一百八十条第一款的规定，可以判决或者裁决进一步增加特别补偿数额；但是，在任何情况下，增加部分不得超过救助费用的百分之一百。

If the salvor has carried out the salvage operations prescribed in the preceding paragraph and has prevented or minimized pollution damage to the environment, the special compensation payable to the salvor by the shipowner in accordance with the provisions of the preceding paragraph may be increased by up to a maximum of 30% of the expenses incurred by the salvor. The court which has entertained the suit or the arbitration organization may, if it deems fair and just and taking into consideration the provisions of paragraph 1 of Article 180 of this Code, render a judgment or an award further increasing the amount of such special compensation, but in no event shall the total increase be more than 100% of the expenses incurred by the salvor.

本条所称救助费用，是指救助方在救助作业中直接支付的合理费用以及实际使用救助设备、投入救助人员的合理费用。确定救助费用应当考虑本法第一百八十条第一款第（八）、（九）、（十）项的规定。

The salvor's expenses referred to in this Article means the salvor's direct reasonable expenses incurred in the salvage operation and the reasonable expenses for the equipment and personnel actually used in the salvage operation. In determining the salvor's expenses, the provisions of sub-paragraphs (8), (9) and (10) of paragraph 1 of Article 180 of this Code shall be taken into consideration.

在任何情况下，本条规定的全部特别补偿，只有在超过救助方依照本法第一百八十条规定能够获得的救助报酬时，方可支付，支付金额为特别补偿超过救助报酬的差额部分。

Under all circumstances, the total special compensation provided for in this Article shall be paid only if such compensation is greater than the reward recoverable by the salvor under Article 180 of this Law, and the amount to be paid shall be the difference between the special compensation and the reward.

由于救助方的过失未能防止或者减少环境污染损害的，可以全部或者部分地剥夺救助方获得特别补偿的权利。

If, due to a mistake on the part of the salvor, environmental pollution damage cannot be prevented or reduced, the right to special compensation may be totally or partly abrogated.

本条规定不影响船舶所有人对其他被救助方的追偿权。

Nothing in this Article shall affect the right of recourse on the part of the Vessel’s Owners against any other parties salved.

第一百八十三条   救助报酬的金额，应当由获救的船舶和其他财产的各所有人，按照船舶和其他各项财产各自的获救价值占全部获救价值的比例承担。

Article 183 The salvage reward shall be paid by the owners of the salved ship and other property in accordance with the respective proportions which the salved values of the ship and other property bear to the total salved value.

第一百八十四条   参加同一救助作业的各救助方的救助报酬，应当根据本法第一百八十条规定的标准，由各方协商确定；协商不成的，可以提请受理争议的法院判决或者经各方协议提请仲裁机构裁决。

Article 184 The distribution of salvage reward among the salvors taking part in the same salvage operation shall be made by agreement among such salvors on the basis of the criteria set out in Article 180 of this Code; failing such agreement, the matter may be brought before the court hearing the case for judgment, or, upon the agreement of the parties, submitted to the arbitration organization for an award.

第一百八十五条   在救助作业中救助人命的救助方，对获救人员不得请求酬金，但是有权从救助船舶或者其他财产、防止或者减少环境污染损害的救助方获得的救助款项中，获得合理的份额。

Article 185 The salvors of human life may not demand any remuneration from those whose lives are saved. However, salvors of human life are entitled to a fair share of the payment awarded to the salvors for salving the ship or other property or for preventing or minimizing the pollution damage to the environment.

第一百八十六条   下列救助行为无权获得救助款项：

Article 186 The following salvage operations shall not be entitled to remuneration:

（一）正常履行拖航合同或者其他服务合同的义务进行救助的，但是提供不属于履行上述义务的特殊劳务除外；

1. The salvage operation is carried out as a duty to normally perform a towage contract or other service contract, with the exception, however, of providing special services beyond the performance of the above said duty.

（二）不顾遇险的船舶的船长、船舶所有人或者其他财产所有人明确的和合理的拒绝，仍然进行救助的。

(II) The salvage operation is carried out in spite of the express and reasonable prohibition on the part of the Master of the ship in distress, the owner of the ship in question and the owner of the other property.

第一百八十七条   由于救助方的过失致使救助作业成为必需或者更加困难的，或者救助方有欺诈或者其他不诚实行为的，应当取消或者减少向救助方支付的救助款项。

Article 187 Where the salvage operations have become necessary or more difficult due to the fault of the salvor or where the salvor has committed fraud or other dishonest conduct, the salvor shall be deprived of the whole or part of the payment payable to him.

第一百八十八条   被救助方在救助作业结束后，应当根据救助方的要求，对救助款项提供满意的担保。

Article 188 After the completion of the salvage operation, the party salved shall, at the request of the salvor, provide satisfactory security for salvage reward and other charges.

在不影响前款规定的情况下，获救船舶的船舶所有人应当在获救的货物交还前，尽力使货物的所有人对其应当承担的救助款项提供满意的担保。

Without prejudice to the provisions of the preceding paragraph, the owner of the ship salved shall, before the goods are returned, make efforts to cause the owner of the goods to provide a satisfactory guarantee for the amount to be borne by him.

在未根据救助人的要求对获救的船舶或者其他财产提供满意的担保以前，未经救助方同意，不得将获救的船舶和其他财产从救助作业完成后最初到达的港口或者地点移走。

Without the consent of the salvor, the ship or other property salved shall not be removed from the port or place at which they first arrived after the completion of the salvage operation, until satisfactory security has been provided with respect to the ship or other property salved, as required by the salvor.

第一百八十九条   受理救助款项请求的法院或者仲裁机构，根据具体情况，在合理的条件下，可以裁定或者裁决被救助方向救助方先行支付适当的金额。

Article 189 The court or the arbitration organization handling the salvor's claim for payment may, in light of the specific circumstances and under fair and just terms, decide or make an award ordering the party salved to pay on account an appropriate amount to the salvor.

被救助方根据前款规定先行支付金额后，其根据本法第一百八十八条规定提供的担保金额应当相应扣减。

On the basis of the payment on account made by the party salved in accordance with the provisions of the preceding paragraph, the security provided under Article 188 of this Code shall be reduced accordingly.

第一百九十条   对于获救满九十日的船舶和其他财产，如果被救助方不支付救助款项也不提供满意的担保，救助方可以申请法院裁定强制拍卖；对于无法保管、不易保管或者保管费用可能超过其价值的获救的船舶和其他财产，可以申请提前拍卖。

Article 190 If the party salved has neither made the payment nor provided satisfactory security for the ship and other property salved after 90 days of the salvage, the salvor may apply to the court for an order on forced sale by auction. With respect to the ship or the property salved that cannot be kept or cannot be properly kept, or the storage charge to be incurred may exceed its value, the salvor may apply for an earlier forced sale by auction.

拍卖所得价款，在扣除保管和拍卖过程中的一切费用后，依照本法规定支付救助款项；剩余的金额，退还被救助方；无法退还、自拍卖之日起满一年又无人认领的，上缴国库；不足的金额，救助方有权向被救助方追偿。

The proceeds of the sale shall, after deduction of the expenses incurred for the storage and sale, be used for the payment in accordance with the provisions of this Law. The remainder, if any, shall be returned to the party salved, and, if there is no way to return the remainder or if the remainder has not been claimed after one year of the forced sale, it shall go to the State Treasury. In case of any deficiency, the salvor has the right of recourse against the party salved.

第一百九十一条   同一船舶所有人的船舶之间进行的救助，救助方获得救助款项的权利适用本章规定。

Article 191 The provisions of this Chapter shall apply to the salvor's right to the payment for the salvage operations carried out between the ships of the same owner.

第一百九十二条   国家有关主管机关从事或者控制的救助作业，救助方有权享受本章规定的关于救助作业的权利和补偿。

Article 192 With respect to the salvage operations performed or controlled by the relevant competent authorities of the State, the salvors shall be entitled to avail themselves of the rights and remedies provided for in this Chapter in respect of salvage operations.

第十章 共同海损

Chapter 10 General average

第一百九十三条   共同海损，是指在同一海上航程中，船舶、货物和其他财产遭遇共同危险，为了共同安全，有意地合理地采取措施所直接造成的特殊牺牲、支付的特殊费用。

Article 193 General average means the extraordinary sacrifice or expenditure intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the ship, goods or other property involved in a common maritime adventure.

无论在航程中或者在航程结束后发生的船舶或者货物因迟延所造成的损失，包括船期损失和行市损失以及其他间接损失，均不得列入共同海损。

Losses incurred due to the delay by a ship or goods during or after a voyage, including sailing losses, market losses and other indirect losses, shall not be listed into the general average.

第一百九十四条   船舶因发生意外、牺牲或者其他特殊情况而损坏时，为了安全完成本航程，驶入避难港口、避难地点或者驶回装货港口、装货地点进行必要的修理，在该港口或者地点额外停留期间所支付的港口费，船员工资、给养，船舶所消耗的燃料、物料，为修理而卸载、储存、重装或者搬移船上货物、燃料、物料以及其他财产所造成的损失、支付的费用，应当列入共同海损。

Article 194 When a ship, after having been damaged in consequence of accident, sacrifice or other extraordinary circumstances, shall have entered a port or place of refuge or returned to its port or place of loading to effect necessary repairs for the safe completion of the voyage, then the port charges paid, the wages and maintenance of the crew, and the fuel and stores consumed by the ship during the extra period of detention in such port or place, as well as the loss or damage and charges arising from the discharge, storage, reloading and handling of the goods, fuel, stores and other property on board in order to have the repairs done shall be allowed as general average.

第一百九十五条   为代替可以列为共同海损的特殊费用而支付的额外费用，可以作为代替费用列入共同海损；但是，列入共同海损的代替费用的金额，不得超过被代替的共同海损的特殊费用。

Article 195 Any extra expense incurred in place of another expense which would have been allowed as general average shall be deemed to be general average and so allowed, but the amount of such expense incurred shall not be in excess of the general average expense avoided.

第一百九十六条   提出共同海损分摊请求的一方应当负举证责任，证明其损失应当列入共同海损。

Article 196 The onus of proof shall be upon the party claiming in general average to show that the loss or expense claimed is properly allowable as general average.

第一百九十七条   引起共同海损特殊牺牲、特殊费用的事故，可能是由航程中一方的过失造成的，不影响该方要求分摊共同海损的权利；但是，非过失方或者过失方可以就此项过失提出赔偿请求或者进行抗辩。

Article 197 Rights to contribution in general average shall not be affected, though the event which gave rise to the sacrifice or expenditure may have been due to the fault of one of the parties to the adventure.

第一百九十八条   船舶、货物和运费的共同海损牺牲的金额，依照下列规定确定：

Article 198 The amounts of sacrifice of the ship, the goods and the freight shall be respectively determined as follows:

（一）船舶共同海损牺牲的金额，按照实际支付的修理费，减除合理的以新换旧的扣减额计算。船舶尚未修理的，按照牺牲造成的合理贬值计算，但是不得超过估计的修理费。

(I) The amount of sacrifice of the ship shall be calculated on the basis of the repair cost of the ship actually paid, from which any reasonable deduction in respect of "new for old" being made. Where the ship has not been repaired yet, the price shall be calculated on the basis of the reasonable depreciation arising from the sacrifice but shall not exceed the estimated cost of repair.

船舶发生实际全损或者修理费用超过修复后的船舶价值的，共同海损牺牲金额按照该船舶在完好状态下的估计价值，减除不属于共同海损损坏的估计的修理费和该船舶受损后的价值的余额计算。

Where the ship is an actual total loss or where the cost of repair would exceed the value of the ship after the repair, the amount of sacrifice of the ship shall be calculated on the basis of the estimated sound value of the ship, less the estimated cost of repair not allowable as general average, as well as the value of the ship after the damage.

（二）货物共同海损牺牲的金额，货物灭失的，按照货物在装船时的价值加保险费加运费，减除由于牺牲无需支付的运费计算。货物损坏，在就损坏程度达成协议前售出的，按照货物在装船时的价值加保险费加运费，与出售货物净得的差额计算。

(II) The amount of sacrifice of the goods already lost shall be calculated on the basis of the value of the goods at the time of shipment plus insurance and freight, from which the freight that need not be paid due to the sacrifice made being deducted. Where cargo is damaged and is sold before an agreement is reached on the extent of that damage, it shall be calculated on the basis of the difference between the value of the cargo at the time of shipment plus insurance and freight and the net proceeds of the goods sold.

（三）运费共同海损牺牲的金额，按照货物遭受牺牲造成的运费的损失金额，减除为取得这笔运费本应支付，但是由于牺牲无需支付的营运费用计算。

(III) The amount of sacrifice of the freight shall be calculated on the basis of the amount of loss of freight on account of the sacrifice of the goods, from which the operating expenses that ought to be paid in order to earn such freight but need not be paid because of the sacrifice shall be deducted.

第一百九十九条   共同海损应当由受益方按照各自的分摊价值的比例分摊。

Article 199 The contribution in general average shall be made in proportion to the contributory values of the respective beneficiaries.

船舶、货物和运费的共同海损分摊价值，分别依照下列规定确定：

The contributory value in general average by the ship, goods and freight shall be determined as follows:

（一）船舶共同海损分摊价值，按照船舶在航程终止时的完好价值，减除不属于共同海损的损失金额计算，或者按照船舶在航程终止时的实际价值，加上共同海损牺牲的金额计算。

1. The contributory value of the ship shall be calculated on the basis of the sound value of the ship at the place where the voyage ends, from which any damage that does not come under general average sacrifice being deducted; alternatively, the actual value of the ship at the place where the voyage ends, plus the amount of general average sacrifice.

（二）货物共同海损分摊价值，按照货物在装船时的价值加保险费加运费，减除不属于共同海损的损失金额和承运人承担风险的运费计算。货物在抵达目的港以前售出的，按照出售净得金额，加上共同海损牺牲的金额计算。

(II) The contributory value of the goods shall be calculated on the basis of the value of the goods at the time of shipment plus insurance and freight, from which the damage that does not come under the general average sacrifice and the carrier's freight at risk being deducted. Where the goods had been sold before its arrival at the port of destination, its value for contribution shall be the net proceeds plus the amount of general average sacrifice.

旅客的行李和私人物品，不分摊共同海损。

Passengers' luggage and personal effects shall not be subject to contribution to general average.

（三）运费分摊价值，按照承运人承担风险并于航程终止时有权收取的运费，减除为取得该项运费而在共同海损事故发生后，为完成本航程所支付的营运费用，如上共同海损牺牲的金额计算。

(III) The contributory value of freight shall be calculated on the basis of the freight at the risk of the carrier and which the carrier is entitled to collect at the end of the voyage, less the operating costs paid for the prosecution of the voyage after the general average accident in order to earn the freight, plus the amount allowable in the general average sacrifice.

第二百条   未申报的货物或者谎报的货物，应当参加共同海损分摊；其遭受的特殊牺牲，不得列入共同海损。

Article 200 Goods undeclared or wrongfully declared shall be liable for the contribution to general average, but the special sacrifice sustained by such goods shall not be allowed as general average.

不正当地以低于货物实际价值作为申报价值的，按照实际价值分摊共同海损；在发生共同海损牺牲时，按照申报价值计算牺牲金额。

If the declared value of the cargo is less than its actual value, contributions to the general average shall be made on the basis of actual value; where a sacrifice of the general average occurs, the amount of that sacrifice shall be calculated on the basis of the declared value.

第二百零一条   对共同海损特殊牺牲和垫付的共同海损特殊费用，应当计算利息。对垫付的共同海损特殊费用，除船员工资、给养和船舶消耗的燃料、物料外，应当计算手续费。

Article 201 Interest shall be allowed on general average sacrifice and general average expenses paid on account. A commission shall be allowed for the general average expenses paid on account, except those for the wages and maintenance of the crew and fuel and stores consumed.

第二百零二条   经利益关系人要求，各分摊方应当提供共同海损担保。

Article 202 The contributing parties shall provide security for general average contribution at the request of the parties that have an interest therein.

以提供保证金方式进行共同海损担保的，保证金应当交由海损理算师以保管人名义存入银行。

Where the security has been provided in the form of cash deposits, such deposits shall be put in a bank by an average adjuster in the name of a trustee.

保证金的提供、使用或者退还，不影响各方最终的分摊责任。

The provision, use and refund of the deposits shall be without prejudice to the ultimate liability of the contributing parties.

第二百零三条   共同海损理算，适用合同约定的理算规则；合同未约定的，适用本章的规定。

Article 203 The adjustment of general average shall be governed by the average adjustment rules agreed upon in the relevant contract. In the absence of such an agreement in the contract, the relevant provisions contained in this Chapter shall apply.

第十一章 海事赔偿责任限制

Chapter 11 Limitation of Liability for Maritime Claims

第二百零四条   船舶所有人、救助人，对本法第二百零七条所列海事赔偿请求，可以依照本章规定限制赔偿责任。

Article 204 Shipowners and salvors may limit their liability in accordance with the provisions of this Chapter for claims set out in Article 207 of this Code.

前款所称的船舶所有人，包括船舶承租人和船舶经营人。

The shipowners referred to in the preceding paragraph shall include the charterer and the operator of a ship.

第二百零五条   本法第二百零七条所列海事赔偿请求，不是向船舶所有人、救助人本人提出，而是向他们对其行为、过失负有责任的人员提出的，这些人员可以依照本章规定限制赔偿责任。

Article 205 If the claims set out in Article 207 of this Code are not made against shipowners or salvors themselves but against persons for whose act, neglect or default the shipowners or salvors are responsible, such persons may limit their liability in accordance with the provisions of this Chapter.

第二百零六条   被保险人依照本章规定可以限制赔偿责任的，对该海事赔偿请求承担责任的保险人，有权依照本章规定享受相同的赔偿责任限制。

Article 206 Where the assured may limit his liability in accordance with the provisions of this Chapter, the insurer liable for the maritime claims shall be entitled to the limitation of liability under this Chapter to the same extent as the assured.

第二百零七条   下列海事赔偿请求，除本法第二百零八条和第二百零九条另有规定外，无论赔偿责任的基础有何不同，责任人均可以依照本章规定限制赔偿责任：

Article 207 Except as provided otherwise in Articles 208 and 209 of this Code, with respect to the following maritime claims, the person liable may limit his liability in accordance with the provisions of this Chapter, whatever the basis of liability may be:

（一）在船上发生的或者与船舶营运、救助作业直接相关的人身伤亡或者财产的灭失、损坏，包括对港口工程、港池、航道和助航设施造成的损坏，以及由此引起的相应损失的赔偿请求；

1. Claims in respect of loss of life or personal injury or loss of or damage to property including damage to harbour works, basins and waterways and aids to navigation occurring on board or in direct connection with the operation of the ship or with salvage operations, as well as consequential damages resulting therefrom;

（二）海上货物运输因迟延交付或者旅客及其行李运输因迟延到达造成损失的赔偿请求；

(II) Claims in respect of loss resulting from delay in delivery in the carriage of goods by sea or from delay in the arrival of passengers or their luggage;

（三）与船舶营运或者救助作业直接相关的，侵犯非合同权利的行为造成其他损失的赔偿请求；

(III) Claims in respect of other loss resulting from infringement of rights other than contractual rights occurring in direct connection with the operation of the ship or salvage operations;

（四）责任人以外的其他人，为避免或者减少责任人依照本章规定可以限制赔偿责任的损失而采取措施的赔偿请求，以及因此项措施造成进一步损失的赔偿请求。

(IV) Claims of a person other than the person liable in respect of measures taken to avoid or minimize loss for which the person liable may limit his liability in accordance with the provisions of this Chapter, and further loss caused by such measures.

前款所列赔偿请求，无论提出的方式有何不同，均可以限制赔偿责任。但是，第（四）项涉及责任人以合同约定支付的报酬，责任人的支付责任不得援用本条赔偿责任限制的规定。

Claims for compensation listed in the preceding paragraph, regardless of the difference methods of claim, may all be limited. However, with respect to the remuneration set out in sub-paragraph (4) for which the person liable pays as agreed upon in the contract, the person liable shall bear no liability for payment as provided for in this Article.

第二百零八条   本章规定不适用于下列各项：

Article 208 The provisions of this Chapter shall not be applicable to the following claims:

（一）对救助款项或者共同海损分摊的请求；

1. Claims for salvage payment or contribution in general average;

（二）中华人民共和国参加的国际油污损害民事责任公约规定的油污损害的赔偿请求；

2. Claims for oil pollution damage under the International Convention on Civil Liability for Oil Pollution Damage to which the People's Republic of China is a party;

（三）中华人民共和国参加的国际核能损害责任限制公约规定的核能损害的赔偿请求；

3. Claims for nuclear damage under the International Convention on Limitation of Liability for Nuclear Damage to which the People's Republic of China is a party;

（四）核动力船舶造成的核能损害的赔偿请求；

(IV) Claims against the shipowner of a nuclear ship for nuclear damage;

（五）船舶所有人或者救助人的受雇人提出的赔偿请求，根据调整劳务合同的法律，船舶所有人或者救助人对该类赔偿请求无权限制赔偿责任，或者该项法律作了高于本章规定的赔偿限额的规定。

(V) Claims by the servants of the shipowner or salvor, if under the law governing the contract of employment, the shipowner or salvor is not entitled to limit his liability or if he is by such law only permitted to limit his liability to an amount greater than that provided for in this Chapter.

第二百零九条   经证明，引起赔偿请求的损失是由于责任人的故意或者明知可能造成损失而轻率地作为或者不作为造成的，责任人无权依照本章规定限制赔偿责任。

Article 209 A person liable shall not be entitled to limit his liability in accordance with the provisions of this Chapter, if it is proved that the loss resulted from his act or omission done with the intent to cause such loss or recklessly and with knowledge that such loss would probably result.

第二百一十条   除本法第二百一十一条另有规定外，海事赔偿责任限制，依照下列规定计算赔偿限额：

Article 210 The limitation of liability for maritime claims, except as otherwise provided for in Article 211 of this Code, shall be calculated as follows:

（一）关于人身伤亡的赔偿请求

1. Claims for loss of life or personal injury

１．总吨位３００吨至５００吨的船舶，赔偿限额为３３３０００计算单位；

1. 333000 Units of Account for a ship with a gross tonnage ranging from 300 to 500 tons;

２．总吨位超过５００吨的船舶，５００吨以下部分适用本项第１目的规定，５００吨以上的部分，应当增加下列数额：

2. For a ship with a gross tonnage in excess of 500 tons, the limitation under a) above shall be applicable to the first 500 tons, and the following amounts in addition to that set out under a) shall be applicable to the part in excess of 500 tons:

５０１吨至３０００吨的部分，每吨增加５００计算单位；

For each ton from 501 to 3,000 tons: 500 Units of Account;

３００１吨至３００００吨的部分，每吨增加３３３计算单位；

For each ton from 3,001 to 30000 tons: 333 Units of Account;

３０００１吨至７００００吨的部分，每吨增加２５０计算单位；

For each ton from 3,0001 to 70,000 tons: 250 Units of Account;

超过７００００吨的部分，每吨增加１６７计算单位。

For each ton in excess of 70,000 tons: 167 Units of Account;

（二）关于非人身伤亡的赔偿请求

(II) In respect of claims other than that for loss of life or personal injury:

１．总吨位３００吨至５００吨的船舶，赔偿限额为１６７０００计算单位；

1. 167000 Units of Account for a ship with a gross tonnage ranging from 300 to 500 tons;

２．总吨位超过５００吨的船舶，５００吨以下部分适用本项第１目的规定，５００吨以上的部分，应当增加下列数额：

2. For a ship with a gross tonnage in excess of 500 tons, the limitation under a) above shall be applicable to the first 500 tons, and the following amounts in addition to that set out under a) shall be applicable to the part in excess of 500 tons:

５０１吨至３００００吨的部分，每吨增加１６７计算单位；

For each ton from 501 to 30000 tons: 167 Units of Account;

３０００１吨至７００００吨的部分，每吨增加１２５计算单位；

For each ton from 3,0001 to 70,000 tons: 125 Units of Account;

超过７００００吨的部分，每吨增加８３计算单位。

For each ton in excess of 70,000 tons: 83 Units of Account.

（三）依照第（一）项规定的限额，不足以支付全部人身伤亡的赔偿请求的，其差额应当与非人身伤亡的赔偿请求并列，从第（二）项数额中按照比例受偿。

(III) Where the amount calculated in accordance with sub-paragraph (1) above is insufficient for payment of claims for loss of life or personal injury set out therein in full, the amount calculated in accordance with sub-paragraph (2) shall be available for payment of the unpaid balance of claims under sub-paragraph (1), and such unpaid balance shall rank rateably with claims set out under sub-paragraph (2).

（四）在不影响第（三）项关于人身伤亡赔偿请求的情况下，就港口工程、港池、航道和助航设施的损害提出的赔偿请求，应当较第（二）项中的其他赔偿请求优先受偿。

(IV) Without prejudice to the claims for loss of life or personal injury under sub-paragraph (3), claims in respect of damage to harbour works, basins and waterways and aids to navigation shall have priority over other claims under sub-paragraph (2).

（五）不以船舶进行救助作业或者在被救船舶上进行救助作业的救助人，其责任限额按照总吨位为１５００吨的船舶计算。

(V) The limitation of liability for any salvor not operating from any ship or for any salvor operating solely on the ship to, or in respect of which, he is rendering salvage services, shall be calculated according to a gross tonnage of 1,500 tons.

总吨位不满３００吨的船舶，从事中华人民共和国港口之间的运输的船舶，以及从事沿海作业的船舶，其赔偿限额由国务院交通主管部门制定，报国务院批准后施行。

The limitation of liability for ships with a gross tonnage not exceeding 300 tons and those engaging in transport services between the ports of the People's Republic of China as well as those for other coastal works shall be worked out by the competent authorities of transport and communications under the State Council and implemented after its being submitted to and approved by the State Council.

第二百一十一条   海上旅客运输的旅客人身伤亡赔偿责任限制，按照４６６６６计算单位乘以船舶证书规定的载客定额计算赔偿限额，但是最高不超过２５００００００计算单位。

Article 211 In respect of claims for loss of life or personal injury to passengers carried by sea, the limitation of liability of the shipowner thereof shall be an amount of 46666 Units of Account multiplied by the number of passengers which the ship is authorized to carry according to the ship's relevant certificate, but the maximum amount of compensation shall not exceed 25,000,000 Units of Account.

中华人民共和国港口之间海上旅客运输的旅客人身伤亡，赔偿限额由国务院交通主管部门制定，报国务院批准后施行。

The limitation of liability for injury or death caused to passengers during ocean-shipping passenger transportation between ports within the People's Republic of China shall be determined by the departments in charge of communications under the State Council, and shall be implemented after its being submitted to and approved by the State Council.

第二百一十二条   本法第二百一十条和第二百一十一条规定的赔偿限额，适用于特定场合发生的事故引起的，向船舶所有人、救助人本人和他们对其行为、过失负有责任的人员提出的请求的总额。

Article 212 The limitation of liability under Articles 210 and 211 of this Code shall apply to the aggregate of all claims that may arise on any given occasion against shipowners and salvors themselves, and any person for whose act, neglect or fault the shipowners and the salvors are responsible.

第二百一十三条   责任人要求依照本法规定限制赔偿责任的，可以在有管辖权的法院设立责任限制基金。基金数额分别为本法第二百一十条、第二百一十一条规定的限额，加上自责任产生之日起至基金设立之日止的相应利息。

Article 213 Any person liable claiming the limitation of liability under this Law may constitute a limitation fund with a court having jurisdiction. The fund shall be constituted in the sum of such an amount set out respectively in Articles 210 and 211, together with the interest thereon from the date of the occurrence of the liability to the date of the constitution of the fund.

第二百一十四条   责任人设立责任限制基金后，向责任人提出请求的任何人，不得对责任人的任何财产行使任何权利；已设立责任限制基金的责任人的船舶或者其他财产已经被扣押，或者基金设立人已经提交抵押物的，法院应当及时下令释放或者责令退还。

Article 214 Where a limitation fund has been constituted by a person liable, any person having made a claim against the person liable may not exercise any right against any assets of the person liable. Where any ship or other property belonging to the person constituting the fund has been arrested or attached, or, where a security has been provided by such person, the court shall order without delay the release of the ship arrested or the property attached or the return of the security provided.

第二百一十五条   享受本章规定的责任限制的人，就同一事故向请求人提出反请求的，双方的请求金额应当相互抵消，本章规定的赔偿限额仅适用于两个请求金额之间的差额。

Article 215 Where a person entitled to limitation of liability under the provisions of this Chapter has a counter-claim against the claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Chapter shall only apply to the balance, if any.

第十二章 海上保险合同

Chapter 12 Contract of Marine Insurance

第一节 一般规定

Section 1 General Provisions

第二百一十六条   海上保险合同，是指保险人按照约定，对被保险人遭受保险事故造成保险标的的损失和产生的责任负责赔偿，而由被保险人支付保险费的合同。

Article 216 A contract of marine insurance is a contract whereby the insurer undertakes, as agreed, to indemnify the loss to the subject matter insured and the liability of the insured caused by perils covered by the insurance against the payment of an insurance premium by the insured.

前款所称保险事故，是指保险人与被保险人约定的任何海上事故，包括与海上航行有关的发生于内河或者陆上的事故。

The covered perils referred to in the preceding paragraph mean any maritime perils agreed upon between the insurer and the insured, including perils occurring in inland rivers or on land which is related to a maritime adventure.

第二百一十七条   海上保险合同的内容，主要包括下列各项：

Article 217 A contract of marine insurance mainly includes:

（一）保险人名称；

1. Name of the insurer;

（二）被保险人名称；

2. Name of the insured;

（三）保险标的；

(III) Subject matter insured;

（四）保险价值；

(IV) Insured value;

（五）保险金额；

(V) Insured amount;

（六）保险责任和除外责任；

(VI) insurance liability and exclusions;

（七）保险期间；

(VII) Period of insurance;

（八）保险费。

(VIII) Insurance premium.

第二百一十八条   下列各项可以作为保险标的：

Article 218 The following items may come under the subject matter of marine insurance:

（一）船舶；

1. vessels;

（二）货物；

2. goods;

（三）船舶营运收入，包括运费、租金、旅客票款；

(III) Income from the operation of the ship including freight, charter hire and passenger's fare;

（四）货物预期利润；

(IV) Expected profit on cargo;

（五）船员工资和其他报酬；

(V) Crew's wages and other remuneration;

（六）对第三人的责任；

(VI) Liabilities to a third party;

（七）由于发生保险事故可能受到损失的其他财产和产生的责任、费用。

(VII) Other property which may sustain loss from a maritime peril and the liability and expenses arising therefrom.

保险人可以将对前款保险标的的保险进行再保险。除合同另有约定外，原被保险人不得享有再保险的利益。

The insurer may reinsure the subject matter of insurance which is prescribed in the preceding paragraph. Unless otherwise agreed in the contract, the original insured shall not be entitled to the benefit of the reinsurance.

第二百一十九条   保险标的的保险价值由保险人与被保险人约定。

Article 219 The insurable value of the subject matter insured shall be agreed upon between the insurer and the insured.

保险人与被保险人未约定保险价值的，保险价值依照下列规定计算：

Where no insurable value has been agreed upon between the insurer and the insured, the insurable value shall be calculated as follows:

（一）船舶的保险价值，是保险责任开始时船舶的价值，包括船壳、机器、设备的价值，以及船上燃料、物料、索具、给养、淡水的价值和保险费的总和；

1. The insurable value of the ship shall be the value of the ship at the time when the insurance liability commences, being the total value of the ship's hull, machinery, equipment, fuel, stores, gear, provisions and fresh water on board as well as the insurance premium;

（二）货物的保险价值，是保险责任开始时货物在起运地的发票价格或者非贸易商品在起运地的实际价值以及运费和保险费的总和；

2. The insurable value of the cargo shall be the aggregate of the invoice value of the cargo or the actual value of the non-trade commodity at the place of shipment, plus freight and insurance premium when the insurance liability commences;

（三）运费的保险价值，是保险责任开始时承运人应收运费总额和保险费的总和；

(III) The insurable value of the freight shall be the aggregate of the total amount of freight payable to the carrier and the insurance premium when the insurance liability commences;

（四）其他保险标的的保险价值，是保险责任开始时保险标的的实际价值和保险费的总和。

(IV) The insurable value of other subject matter insured shall be the aggregate of the actual value of the subject matter insured and the insurance premium when the insurance liability commences.

第二百二十条   保险金额由保险人与被保险人约定。保险金额不得超过保险价值；超过保险价值的，超过部分无效。

Article 220 The insured amount shall be agreed upon between the insurer and the insured. The sum insured shall not exceed the insurable value, the part in excess shall be null and void.

第二节 合同的订立、解除和转让

Section 2 Conclusion, Termination and Assignment of Contract

第二百二十一条   被保险人提出保险要求，经保险人同意承保，并就海上保险合同的条款达成协议后，合同成立。保险人应当及时向被保险人签发保险单或者其他保险单证，并在保险单或者其他保险单证中载明当事人双方约定的合同内容。

Article 221 A contract of marine insurance comes into being after the insured puts forth a proposal for insurance and the insurer agrees to accept the proposal and the insurer and the insured agree on the terms and conditions of the insurance. The insurer shall issue to the insured an insurance policy or other certificate of insurance in time, and the contents of the contract shall be contained therein.

第二百二十二条   合同订立前，被保险人应当将其知道的或者在通常业务中应当知道的有关影响保险人据以确定保险费率或者确定是否同意承保的重要情况，如实告知保险人。

Article 222 Before the contract is concluded, the insured shall truthfully inform the insurer of the material circumstances which the insured has knowledge of or ought to have knowledge of in his ordinary business practice and which may have a bearing on the insurer in deciding the premium or whether to agree to insure or not.

保险人知道或者在通常业务中应当知道的情况，保险人没有询问的，被保险人无需告知。

The insured need not inform the insurer of the facts which the insurer knows of or the insurer should have known of in his ordinary business practice if the insurer makes no inquiry.

第二百二十三条   由于被保险人的故意，未将本法第二百二十二条第一款规定的重要情况如实告知保险人的，保险人有权解除合同，并不退还保险费。合同解除前发生保险事故造成损失的，保险人不负赔偿责任。

Article 223 If the insured deliberately fails to truthfully inform the insurer of the material circumstances set forth in paragraph 1 of Article 222 of this Code, the insurer has the right to terminate the contract without refunding the premium. The insurer shall not be liable for any loss arising from the perils insured against before the contract is terminated.

不是由于被保险人的故意，未将本法第二百二十二条第一款规定的重要情况如实告知保险人的，保险人有权解除合同或者要求相应增加保险费。保险人解除合同的，对于合同解除前发生保险事故造成的损失，保险人应当负赔偿责任；但是，未告知或者错误告知的重要情况对保险事故的发生有影响的除外。

If, not due to the insured's intentional act, the insured did not truthfully inform the insurer of the material circumstances set out in paragraph 1 of Article 222 of this Code, the insurer has the right to terminate the contract or to demand a corresponding increase in the premium. In case the contract is terminated by the insurer, the insurer shall be liable for the loss arising from the perils insured against which occurred prior to the termination of the contract, except where the material circumstances uninformed or wrongly informed of have an impact on the occurrence of such perils.

第二百二十四条   订立合同时，被保险人已经知道或者应当知道保险标的已经因发生保险事故而遭受损失的，保险人不负赔偿责任，但是有权收取保险费；保险人已经知道或者应当知道保险标的已经不可能因发生保险事故而遭受损失的，被保险人有权收回已经支付的保险费。

Article 224 Where the insured was aware or ought to be aware that the subject matter insured had suffered a loss due to the occurrence of a peril insured against when the contract was concluded, the insurer shall not be liable for indemnification but shall have the right to the premium. Where the insurer was aware or ought to be aware that the occurrence of a loss to the subject matter insured due to a peril insured against was impossible, the insured shall have the right to recover the premium paid.

第二百二十五条   被保险人对同一保险标的就同一保险事故向几个保险人重复订立合同，而使该保险标的的保险金额总和超过保险标的的价值的，除合同另有约定外，被保险人可以向任何保险人提出赔偿请求。被保险人获得的赔偿金额总和不得超过保险标的的受损价值。各保险人按照其承保的保险金额同保险金额总和的比例承担赔偿责任。任何一个保险人支付的赔偿金额超过其应当承担的赔偿责任的，有权向未按照其应当承担的赔偿责任支付赔偿金额的保险人追偿。

Article 225 Where the insured concludes contracts with several insurers for the same subject matter insured and against the same risk, and the insured amount of the said subject matter insured thereby exceeds the insured value, then, unless otherwise agreed in the contract, the insured may demand indemnification from any of the insurers and the aggregate amount to be indemnified shall not exceed the value of the subject matter insured. The total amount of indemnity obtained by the insured shall not exceed the damage value of the subject matter insured. Each insurer shall be liable to indemnify in the proportion that the sum insured by each insurer bears to the total amount insured. Any insurer who has paid an indemnification in an amount greater than that for which he is liable, shall have the right of recourse against those who have not paid their indemnification in the amounts for which they are liable.

第二百二十六条   保险责任开始前，被保险人可以要求解除合同，但是应当向保险人支付手续费，保险人应当退还保险费。

Article 226 Prior to the commencement of the insurance liability, the insured may demand the termination of the insurance contract but shall pay the handling fees to the insurer, and the insurer shall refund the premium.

第二百二十七条   除合同另有约定外，保险责任开始后，被保险人和保险人均不得解除合同。

Article 227 Unless otherwise agreed in the contract, neither the insurer nor the insured may terminate the contract after the commencement of the insurance liability.

根据合同约定在保险责任开始后可以解除合同的，被保险人要求解除合同，保险人有权收取自保险责任开始之日起至合同解除之日止的保险费，剩余部分予以退还；保险人要求解除合同，应当将自合同解除之日起至保险期间届满之日止的保险费退还被保险人。

If the contract is dissolved at the request of the assured party after the period of liability has commenced as agreed in the contract, the underwriter shall be entitled to collect the insurance premium for the period form the date on which the period of liability for insurance began to the date on which the contract is dissolved, and any surplus amount shall be refunded; where dissolution of the contract is at the request of the underwriter, the insurance premium from the date on which the contract is dissolved to the expiry date of the contract shall be refunded to the assured party.

第二百二十八条   虽有本法第二百二十七条规定，货物运输和船舶的航次保险，保险责任开始后，被保险人不得要求解除合同。

Article 228 Notwithstanding the stipulations in Article 227 of this Code, the insured may not demand termination of the contract for cargo insurance and voyage insurance on ship after the commencement of the insurance liability.

第二百二十九条   海上货物运输保险合同可以由被保险人背书或者以其他方式转让，合同的权利、义务随之转移。合同转让时尚未支付保险费的，被保险人和合同受让人负连带支付责任。

Article 229 A contract of marine cargo insurance may be assigned by the insured by endorsement or otherwise, and the rights and obligations under the contract are assigned accordingly. The insured and the assignee shall be jointly and severally liable for the payment of the premium if such premium remains unpaid up to the time of the assignment of the contract.

第二百三十条   因船舶转让而转让船舶保险合同的，应当取得保险人同意。未经保险人同意，船舶保险合同从船舶转让时起解除；船舶转让发生在航次之中的，船舶保险合同至航次终了时解除。

Article 230 The consent of the insurer shall be obtained where the insurance contract is assigned in consequence of the transfer of the ownership of the ship insured. In the absence of such approval, the contract shall be terminated from the time of the transfer of the ship. If the transfer takes place during a voyage, the contract shall be terminated when the voyage ends.

合同解除后，保险人应当将自合同解除之日起至保险期间届满之日止的保险费退还被保险人。

After termination of the contract, the insurer shall refund to the insured the premium from the day of the termination of the contract to the day of its expiration.

第二百三十一条   被保险人在一定期间分批装运或者接受货物的，可以与保险人订立预约保险合同。预约保险合同应当由保险人签发预约保险单证加以确认。

Article 231 The insured may conclude an open cover with the insurer for the goods to be shipped or received in batches within a given period. An open cover policy shall be confirmed by the underwriter issuing the open cover policy.

第二百三十二条   应被保险人要求，保险人应当对依据预约保险合同分批装运的货物分别签发保险单证。

Article 232 The insurer shall, at the request of the insured, issue insurance certificates separately for the cargo shipped in batches according to the open cover.

保险人分别签发的保险单证的内容与预约保险单证的内容不一致的，以分别签发的保险单证为准。

Where the contents of the insurance certificates separately issued by the insurer are inconsistent with those of the open policy, the insurance certificates separately issued shall prevail.

第二百三十三条   被保险人知道经预约保险合同保险的货物已经装运或者到达的情况时，应当立即通知保险人。通知的内容包括装运货物的船名、航线、货物价值和保险金额。

Article 233 The insured shall notify the insurer immediately on learning that the cargo insured under the open cover has been shipped or has arrived. The contents of such notification shall include the name of the vessel carrying the cargo, route, value of cargo and the insured amount.

第三节 被保险人的义务

Section 3  Obligation of the Insured  

第二百三十四条   除合同另有约定外，被保险人应当在合同订立后立即支付保险费；被保险人支付保险费前，保险人可以拒绝签发保险单证。

Article 234 Unless otherwise agreed in the insurance contract, the insured shall pay the premium immediately upon conclusion of the contract. The insurer may refuse to issue the insurance policy or other insurance certificate before the premium is paid by the insured.

第二百三十五条   被保险人违反合同约定的保证条款时，应当立即书面通知保险人。保险人收到通知后，可以解除合同，也可以要求修改承保条件、增加保险费。

Article 235 The insured shall notify the insurer in writing immediately where the insured has not complied with the warranties under the contract. After receiving the notice, the insurer may terminate the contract or demand an amendment to the terms and conditions of the insurance coverage or an increase in the premium.

第二百三十六条   一旦保险事故发生，被保险人应当立即通知保险人，并采取必要的合理措施，防止或者减少损失。被保险人收到保险人发出的有关采取防止或者减少损失的合理措施的特别通知的，应当按照保险人通知的要求处理。

Article 236 Upon the occurrence of the peril insured against, the insured shall notify the insurer immediately and shall take necessary and reasonable measures to avoid or minimize the loss. The assured party shall act in accordance with the requirements of special notice received from the underwriter which concerns the taking of reasonable measures to prevent or minimize the loss.

对于被保险人违反前款规定所造成的扩大的损失，保险人不负赔偿责任。

The insurer shall not be liable for the increased loss caused by the insured's violation of the provisions of the preceding paragraph.

第四节 保险人的责任

Section 4  Liability of the Insurer  

第二百三十七条   发生保险事故造成损失后，保险人应当及时向被保险人支付保险赔偿。

Article 237 The insurer shall indemnify the insured promptly after the loss from a peril insured against has occurred.

第二百三十八条   保险人赔偿保险事故造成的损失，以保险金额为限。保险金额低于保险价值的，在保险标的发生部分损失时，保险人按照保险金额与保险价值的比例负赔偿责任。

Article 238 The insurer's indemnification for the loss from the peril insured against shall be limited to the insured amount. Where the insured amount is lower than the insured value, the insurer shall indemnify in the proportion that the insured amount bears to the insured value.

第二百三十九条   保险标的在保险期间发生几次保险事故所造成的损失，即使损失金额的总和超过保险金额，保险人也应当赔偿。但是，对发生部分损失后未经修复又发生全部损失的，保险人按照全部损失赔偿。

Article 239 The insurer shall be liable for the loss to the subject matter insured arising from several perils insured against during the period of the insurance even though the aggregate of the amounts of loss exceeds the insured amount. However, where total loss or damage occurs after the occurrence of partial loss or damage which has not been repaired, the underwriter's liability shall be based on the total loss.

第二百四十条   被保险人为防止或者减少根据合同可以得到赔偿的损失而支出的必要的合理费用，为确定保险事故的性质、程度而支出的检验、估价的合理费用，以及为执行保险人的特别通知而支出的费用，应当由保险人在保险标的损失赔偿之外另行支付。

Article 240 The insurer shall pay, in addition to the indemnification to be paid with regard to the subject matter insured, the necessary and reasonable expenses incurred by the insured for avoiding or minimizing the loss recoverable under the contract, the reasonable expenses for survey and assessment of the value for the purpose of ascertaining the nature and extent of the peril insured against and the expenses incurred for acting on the special instructions of the insurer.

保险人对前款规定的费用的支付，以相当于保险金额的数额为限。

The payment by the insurer of the expenses referred to in the preceding paragraph shall be limited to that equivalent to the insured amount.

保险金额低于保险价值的，除合同另有约定外，保险人应当按照保险金额与保险价值的比例，支付本条规定的费用。

Where the sum insured is less than the insurable value, the insurer shall be liable for the expenses referred to in this Article in the proportion that the sum insured bears to the insurable value, unless the contract provides otherwise.

第二百四十一条   保险金额低于共同海损分摊价值的，保险人按照保险金额同分摊价值的比例赔偿共同海损分摊。

Article 241 Where the insured amount is lower than the value for contribution under the general average, the insurer shall be liable for the general average contribution in the proportion that the insured amount bears to the value for contribution.

第二百四十二条   对于被保险人故意造成的损失，保险人不负赔偿责任。

Article 242 The insurer shall not be liable for the loss caused by the intentional act of the insured.

第二百四十三条   除合同另有约定外，因下列原因之一造成货物损失的，保险人不负赔偿责任：

Article 243 Unless otherwise agreed in the insurance contract, the insurer shall not be liable for the loss of or damage to the insured cargo arising from any of the following causes:

（一）航行迟延、交货迟延或者行市变化；

1. Delay in the voyage or in the delivery of cargo or change of market price;

（二）货物的自然损耗、本身的缺陷和自然特性；

(II) Wear and tear, inherent vice or nature of the goods;

（三）包装不当。

(III) Improper packing.

第二百四十四条   除合同另有约定外，因下列原因之一造成保险船舶损失的，保险人不负赔偿责任：

Article 244 Unless otherwise agreed in the insurance contract, the insurer shall not be liable for the loss of or damage to the insured ship arising from any of the following causes:

（一）船舶开航时不适航，但是在船舶定期保险中被保险人不知道的除外；

1. Unseaworthiness of the ship at the time of the commencement of the voyage, unless where under a time policy the insured has no knowledge thereof;

（二）船舶自然磨损或者锈蚀。

(II) Wear and tear or corrosion of the ship.

运费保险比照适用本条的规定。

The provisions of this Article shall apply mutatis mutandis to the insurance of freight.

第五节 保险标的的损失和委付

Section 5 Loss of or Damage to the Subject Matter Insured and Abandonment

第二百四十五条   保险标的发生保险事故后灭失，或者受到严重损坏完全失去原有形体、效用，或者不能再归被保险人所拥有的，为实际全损。

Article 245 Where after the occurrence of a peril insured against the subject matter insured is lost or is so seriously damaged that it is completely deprived of its original structure and usage or the insured is deprived of the possession thereof, it shall constitute an actual total loss.

第二百四十六条   船舶发生保险事故后，认为实际全损已经不可避免，或者为避免发生实际全损所需支付的费用超过保险价值的，为推定全损。

Article 246 Where a ship's total loss is considered to be unavoidable after the occurrence of a peril insured against or the expenses necessary for avoiding the occurrence of an actual total loss would exceed the insured value, it shall constitute a constructive total loss.

货物发生保险事故后，认为实际全损已经不可避免，或者为避免发生实际全损所需支付的费用与继续将货物运抵目的地的费用之和超过保险价值的，为推定全损。

After the occurrence of an insured accident where cargo is reasonably abandoned on account of actual total loss appearing to be unavoidable, or because actual total loss of cargo cannot be avoided without an expenditure on the continued carriage of the cargo to the place of destination in excess of its insured value, this shall be regarded as constructive total loss.

第二百四十七条   不属于实际全损和推定全损的损失，为部分损失。

Article 247 Any loss other than an actual total loss or a constructive total loss is a partial loss.

第二百四十八条   船舶在合理时间内未从被获知最后消息的地点抵达目的地，除合同另有约定外，满两个月后仍没有获知其消息的，为船舶失踪。船舶失踪视为实际全损。

Article 248 Where a ship fails to arrive at its destination within a reasonable time from the place where it was last heard of, unless the contract provides otherwise, if it remains unheard of upon the expiry of two months, it shall constitute missing. A missing ship shall be deemed to be an actual total loss.

第二百四十九条   保险标的发生推定全损，被保险人要求保险人按照全部损失赔偿的，应当向保险人委付保险标的。保险人可以接受委付，也可以不接受委付，但是应当在合理的时间内将接受委付或者不接受委付的决定通知被保险人。

Article 249 Where the subject matter insured has become a constructive total loss and the insured demands indemnification from the insurer on the basis of a total loss, the subject matter insured shall be abandoned to the insurer. The insurer may accept the abandonment or choose not to, but shall inform the insured of his decision whether to accept the abandonment within a reasonable time.

委付不得附带任何条件。委付一经保险人接受，不得撤回。

The abandonment shall not be attached with any conditions. Once the abandonment is accepted by the insurer, it shall not be permitted to be withdrawn.

第二百五十条   保险人接受委付的，被保险人对委付财产的全部权利和义务转移给保险人。

Article 250 Where the insurer has accepted the abandonment, all rights and obligations relating to the property abandoned are transferred to the insurer.

第六节 保险赔偿的支付

Section 6: Payment of Indemnity

第二百五十一条   保险事故发生后，保险人向被保险人支付保险赔偿前，可以要求被保险人提供与确认保险事故性质和损失程度有关的证明和资料。

Article 251 After the occurrence of a peril insured against and before the payment of indemnity, the insurer may demand that the insured submit evidence and materials related to the ascertainment of the nature of the peril and the extent of the loss.

第二百五十二条   保险标的发生保险责任范围内的损失是由第三人造成的，被保险人向第三人要求赔偿的权利，自保险人支付赔偿之日起，相应转移给保险人。

Article 252 Where the loss of or damage to the subject matter insured within the insurance coverage is caused by a third person, the right of the insured to demand compensation from the third person shall be subrogated to the insurer from the time the indemnity is paid.

被保险人应当向保险人提供必要的文件和其所需要知道的情况，并尽力协助保险人向第三人追偿。

The insured shall furnish the insurer with necessary documents and information that should come to his knowledge and shall endeavour to assist the insurer in pursuing recovery from the third person.

第二百五十三条   被保险人未经保险人同意放弃向第三人要求赔偿的权利，或者由于过失致使保险人不能行使追偿权利的，保险人可以相应扣减保险赔偿。

Article 253 Where the insured waives his right of claim against the third party without the consent of the insurer or the insurer is unable to exercise the right of recourse due to the fault of the insured, the insurer may make a corresponding reduction from the amount of indemnity.

第二百五十四条   保险人支付保险赔偿时，可以从应支付的赔偿额中相应扣减被保险人已经从第三人取得的赔偿。

Article 254 In effecting payment of indemnity to the insured, the insurer may make a corresponding reduction therefrom of the amount already paid by a third person to the insured.

保险人从第三人取得的赔偿，超过其支付的保险赔偿的，超过部分应当退还给被保险人。

Where the indemnity obtained by the insurer from the third party exceeds the amount of indemnity paid by the insurer, the portion in excess shall be returned to the insured.

第二百五十五条   发生保险事故后，保险人有权放弃对保险标的的权利，全额支付合同约定的保险赔偿，以解除对保险标的的义务。

Article 255 After the occurrence of a peril insured against, the insurer is entitled to waive his right to the subject matter insured and pay the insured the amount in full to relieve himself of the obligations under the contract.

保险人行使前款规定的权利，应当自收到被保险人有关赔偿损失的通知之日起的七日内通知被保险人；被保险人在收到通知前，为避免或者减少损失而支付的必要的合理费用，仍然应当由保险人偿还。

In exercising the right prescribed in the preceding paragraph, the insurer shall notify the insured thereof within seven days from the day of the receipt of the notice from the insured regarding the indemnity. The insurer shall remain liable for the necessary and reasonable expenses paid by the insured for avoiding or minimizing the loss prior to his receipt of the said notice.

第二百五十六条   除本法第二百五十五条的规定外，保险标的发生全损，保险人支付全部保险金额的，取得对保险标的的全部权利；但是，在不足额保险的情况下，保险人按照保险金额与保险价值的比例取得对保险标的的部分权利。

Article 256 Except as stipulated in Article 255 of this Code, where a total loss occurs to the subject matter insured and the full insured amount is paid, the insurer shall acquire the full right to the subject matter insured. In the case of under-insurance, the insurer shall acquire the right to the subject matter insured in the proportion that the insured amount bears to the insured value.

第十三章 时 效

Chapter 13 Time limits

第二百五十七条   就海上货物运输向承运人要求赔偿的请求权，时效期间为一年，自承运人交付或者应当交付货物之日起计算；在时效期间内或者时效期间届满后，被认定为负有责任的人向第三人提起追偿请求的，时效期间为九十日，自追偿请求人解决原赔偿请求之日起或者收到受理对其本人提起诉讼的法院的起诉状副本之日起计算。

Article 257. The prescribed period for compensation claims on ocean-shipping cargo transportation against a carrier shall be one year, calculated from the date on which the cargo was delivered or should have been delivered by the carrier; where, within the prescribed period or after the expiration of the prescribed period a party determines to claim liability against a third party, the prescribed period shall be 90 days, calculated from the date on which the original compensation was settled by the claimant, or from the date on which a copy of the indictment from the court hearing the suit against the party is received by the party concerned.

有关航次租船合同的请求权，时效期间为二年，自知道或者应当知道权利被侵害之日起计算。

The limitation period for claims with regard to voyage charter party is two years, counting from the day on which the claimant knew or should have known that his right had been infringed.

第二百五十八条   就海上旅客运输向承运人要求赔偿的请求权，时效期间为二年，分别依照下列规定计算：

Article 258 The limitation period for claims against the carrier with regard to the carriage of passengers by sea is two years, counting respectively as follows:

（一）有关旅客人身伤害的请求权，自旅客离船或者应当离船之日起计算；

1. Claims for personal injury: Counting from the day on which the passenger disembarked or should have disembarked;

（二）有关旅客死亡的请求权，发生在运送期间的，自旅客应当离船之日起计算；因运送期间内的伤害而导致旅客离船后死亡的，自旅客死亡之日起计算，但是此期限自离船之日起不得超过三年；

2. Claims for death of passengers that occurred during the period of carriage: Counting from the day on which the passenger should have disembarked; whereas those for the death of passengers that occurred after the disembarkation but resulted from an injury during the period of carriage by sea, counting from the day of the death of the passenger concerned, provided that this period does not exceed three years from the day of disembarkation.

（三）有关行李灭失或者损坏的请求权，自旅客离船或者应当离船之日起计算。

(III) Claims for loss of or damage to the luggage: Counting from the day on which the passenger disembarked or should have disembarked.

第二百五十九条   有关船舶租用合同的请求权，时效期间为二年，自知道或者应当知道权利被侵害之日起计算。

Article 259 The limitation period for claims with regard to charter parties is two years, counting from the day on which the claimant knew or should have known that his right had been infringed.

第二百六十条   有关海上拖航合同的请求权，时效期间为一年，自知道或者应当知道权利被侵害之日起计算。

Article 260 The limitation period for claims with regard to sea towage is one year, counting from the day on which the claimant knew or should have known that his right had been infringed.

第二百六十一条   有关船舶碰撞的请求权，时效期间为二年，自碰撞事故发生之日起计算；本法第一百六十九条第三款规定的追偿请求权，时效期间为一年，自当事人连带支付损害赔偿之日起计算。

Article 261 The limitation period for claims with regard to collision of ships is two years, counting from the day on which the collision occurred. The limitation period for claims with regard to the right of recourse as provided for in paragraph 3 of Article 169 of this Code is one year, counting from the day on which the parties concerned jointly and severally paid the amount of compensation for the damage occurred.

第二百六十二条   有关海难救助的请求权，时效期间为二年，自救助作业终止之日起计算。

Article 262 The limitation period for claims with regard to salvage at sea is two years, counting from the day on which the salvage operation was completed.

第二百六十三条   有关共同海损分摊的请求权，时效期间为一年，自理算结束之日起计算。

Article 263 The limitation period for claims with regard to contribution in general average is one year, counting from the day on which the adjustment was finished.

第二百六十四条   根据海上保险合同向保险人要求保险赔偿的请求权，时效期间为二年，自保险事故发生之日起计算。

Article 264 The limitation period for claims with regard to contracts of marine insurance is two years, counting from the day on which the peril insured against occurred.

第二百六十五条   有关船舶发生油污损害的请求权，时效期间为三年，自损害发生之日起计算；但是，在任何情况下时效期间不得超过从造成损害的事故发生之日起六年。

Article 265 The limitation period for claims with regard to compensation for oil pollution damage from ships is three years, counting from the day on which the pollution damage occurred. However, in no case shall the limitation period exceed six years, counting from the day on which the accident causing the pollution occurred.

第二百六十六条   在时效期间的最后六个月内，因不可抗力或者其他障碍不能行使请求权的，时效中止。自中止时效的原因消除之日起，时效期间继续计算。

Article 266 Within the last six months of the limitation period if, on account of force majeure or other causes preventing the claims from being made, the limitation period shall be suspended. The limitation period shall continue to be calculated from the date on which the causes for the suspension are eliminated.

第二百六十七条   时效因请求人提起诉讼、提交仲裁或者被请求人同意履行义务而中断。但是，请求人撤回起诉、撤回仲裁或者起诉被裁定驳回的，时效不中断。

Article 267 The limitation of time shall be discontinued as a result of bringing an action or submitting the case for arbitration by the claimant or the admission to fulfil obligations by the person against whom the claim was brought up. However, the limitation of time shall not be discontinued if the claimant withdraws his action or his arbitration.

请求人申请扣船的，时效自申请扣船之日起中断。

If a claimant applies for impoundage of a vessel, prescription shall be discontinued from the date of application.

自中断时起，时效期间重新计算。

The limitation period is recalculated from the time of interruption.

第十四章 涉外关系的法律运用

Chapter 14 The Application of Law in Foreign Relations

第二百六十八条   中华人民共和国缔结或者参加的国际条约同本法有不同规定的，适用国际条约的规定；但是，中华人民共和国声明保留的条款除外。

Article 268 If any international treaty concluded or acceded to by the People's Republic of China contains provisions differing from those of this Law, the provisions of the international treaty shall apply, unless the provisions are ones on which the People's Republic of China has announced reservations.

中华人民共和国法律和中华人民共和国缔结或者参加的国际条约没有规定的，可以适用国际惯例。

In respect of cases which are not provided by the law of the People's Republic of China or by the international treaties concluded or acceded to by the People's Republic of China, international practices may apply.

第二百六十九条   合同当事人可以选择合同适用的法律，法律另有规定的除外。合同当事人没有选择的，适用与合同有最密切联系的国家的法律。

Article 269 The parties to a contract may choose the law applicable to such contract, unless the law provides otherwise. In the absence of such a choice by the parties to a contract, the law of the country which has the closest connection with the contract shall apply.

第二百七十条   船舶所有权的取得、转让和消灭，适用船旗国法律。

Article 270 The law of the flag State of the ship shall apply to the acquisition, transfer and extinction of the ownership of the ship.

第二百七十一条   船舶抵押权适用船旗国法律。

Article 271 The law of the flag State of the ship shall apply to the mortgage of the ship.

船舶在光船租赁以前或者光船租赁期间，设立船舶抵押权的，适用原船舶登记国的法律。

The law of the original country of registry of a ship shall apply to the mortgage of the ship if its mortgage is established before or during its bareboat charter period.

第二百七十二条   船舶优先权，适用受理案件的法院所在地法律。

Article 272. The law of the location of the court hearing a case on priority rights to a vessel shall be applied.

第二百七十三条   船舶碰撞的损害赔偿，适用侵权行为地法律。

Article 273 The law of the place where the infringing act is committed shall apply to claims for damages arising from collision of ships.

船舶在公海上发生碰撞的损害赔偿，适用受理案件的法院所在地法律。

The law of the location of the court hearing a case on claims for damages arising from collision of ships on the high sea shall apply.

同一国籍的船舶，不论碰撞发生于何地，碰撞船舶之间的损害赔偿适用船旗国法律。

The law of the flag State shall apply to claims for damages arising between colliding ships, irrespective of the place where the collision occurred.

第二百七十四条   共同海损理算，适用理算地法律。

Article 274 The law where the adjustment of general average is made shall apply to the adjustment of general average.

第二百七十五条   海事赔偿责任限制，适用受理案件的法院所在地法律。

Article 275 The law of the place where the court hearing the case is located shall apply to the limitation of liability for maritime claims.

第二百七十六条   依照本章规定适用外国法律或者国际惯例，不得违背中华人民共和国的社会公共利益。

Article 276 The application of foreign laws or international custom in accordance with the provisions of this Chapter must not infringe upon the social and public interests of the People's Republic of China.

第十五章 附 则

Chapter 15 Supplementary Provisions

第二百七十七条   本法所称计算单位，是指国际货币基金组织规定的特别提款权；其人民币数额为法院判决之日、仲裁机构裁决之日或者当事人协议之日，按照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。

Article 277. For the purposes of this Law, the term "calculation unit" refers to the special drawing rights stipulated by the international monetary fund. The amount in renminbi will be calculated on the basis of conversion rates stipulated by the State administration in charge of exchange control between the international monetary fund's special drawing rights and the renminbi on the date on which court judgment is made, an award is given by an arbitration body, or agreement is entered into between the parties concerned.

第二百七十八条   本法自１９９３年７月１日起施行。

Article 278 This Law shall go into effect as of July 1, 1993.