



FOR A BETTER WORLD

共创美好世界

TERMS AND CONDITIONS FOR GLOBAL FORWARDING AND LOGISTICS

全球货运与物流条款和条件

PART 1: GENERAL CONDITIONS

第一部分：一般条款

APPLICATION

适用范围

1. (a) Subject to sub-clause (b) below, all services of the Company whether gratuitous or not are subject to these Terms and Conditions. The provisions of Part I shall apply to all such services. The provisions of Part II shall only apply to the extent that such services are provided by the Company as an agent. The provisions of Part III shall only apply to the extent that such services are provided by the Company as a principal.
- (b) Where a document bearing a title of or including “bill of lading” (whether or not negotiable), or “waybill” is issued by or on behalf of the Company and provides that the Company contracts as carrier, the provisions set out in such document shall be paramount in so far as such provisions are inconsistent with these Conditions.
- (c) Every variation, cancellation or waiver of these Conditions must be in writing signed by a Director of the Company. Notice is hereby given that no other person has or will be given any authority whatsoever to agree to any variation, cancellation or waiver of these Conditions.
1. (a) 根据以下第(b)款规定，公司提供的服务，无论是否免费，均受本条款和条件的约束。第一部分的规定适用于所有此类服务。第二部分的规定仅在公司以代理人的身份提供服务时适用。第三部分的规定仅在公司以委托人的身份提供服务时适用。
- (b) 若公司或其代表出具了标题包含“提单”（无论是否可转让）或“运单”的文件，且该文件规定公司作为承运人签订合同，则在该文件规定与该等条件不一致的情况下，以该文件的规定为准。
- (c) 对该等条件的任何变更、取消或放弃，均须由公司董事签署书面文件。特此通知，未经公司董事签署书面文件，任何人均无权对该等条件的任何变更、取消或放弃表示同意。
2. All services are provided by the Company as agents except in the following circumstances where the company acts as principal:
 - (a) where the Company performs any carriage, handling or storage of Goods but only to the extent that the carriage is performed by the Company and the Goods are in the actual custody and control of the Company; or
 - (b) where prior to the commencement of the carriage, handling or storage of Goods the Customer in writing demands from the Company particulars of the identity, services or charges of persons instructed by the Company to perform part or all of the aforementioned services, the Company shall be deemed to be contracting as a principal in respect of that part of the carriage, handling and/or storage in respect of which the Company fails to give such particulars demanded within 28 days of the Company's receipt of such demand; or
 - (c) to the extent that the Company expressly agrees to act as a principal (subject to clause 1(c)); or
 - (d) to the extent that the Company is held by a court of law to have acted as a principal.
2. 除公司作为委托人的以下情况外，公司均以代理人身份提供服务：
 - (a) 公司对货物进行运输、装卸或仓储，但仅限于公司自行运输且货物实际处于公司保管和控制之下的情况；或
 - (b) 若在货物开始运输、装卸或仓储之前，客户以书面形式向公司提出要求，索要公司所指派执行上述部分或全部服务的人员之身份详情、服务内容或收费标准等信息，而公司在收到该要求后的 28 天内，未能就客户所要求的、涉及运输、装卸和/或仓储的这部分服务提供相关详情，则公司应被视为就该部分服务以委托人的身份订立了合同；
 - (c) 公司明确同意以委托人的身份行事（受第 1(c)款约束）；或
 - (d) 公司被法院判定以委托人的身份行事。
3. Without prejudice to the generality of clause 2:
 - (a) the charging by the Company of a fixed price for a service or services of whatsoever nature shall not in itself determine or be evidence that the Company is acting as an agent or a principal in respect of such service or services;
 - (b) the supplying by the Company of their own or leased equipment shall not in itself determine or be evidence that the Company is acting as an agent or a principal in respect of any carriage, handling or storage of Goods;
 - (c) the Company acts as an agent where the Company procures a bill of lading or other document evidencing a contract of carriage between a person, other than the Company, and the Customer or Owner;
 - (d) the Company acts as an agent and never as a principal when providing services in respect of or relating to customs requirements, taxes, licenses, consular documents, certificates or origin, inspection, certificates and other similar services.
3. 在不损害第 2 条一般性的前提下：
 - (a) 公司对某项服务或任何性质的服务收取固定价格，本身并不决定或证明公司在该服务或多项服务中是以代理人还是委托人的

身份行事；

- (b) 公司提供自有或租赁设备，本身并不决定或证明公司在任何货物运输、装卸或仓储中是以代理人还是委托人的身份行事；
- (c) 公司为客户或其他非公司人员与托运人或货主之间的运输合同出具提单或其他证明文件时，公司以代理人的身份行事；
- (d) 公司在提供与海关要求、税费、许可证、领事文件、原产地证书、检验证书及其他类似服务有关的服务时，始终以代理人身份行事，不以委托人身份行事。

Definitions

定义

4. In these conditions

4. 在该等条件中：

“Authority”	means any customs authority, customs inspection stations, port and harbour authorities, authorities regulating the carriage of goods by road or rail, and any other authorities having legal jurisdiction over any aspect of the Goods or the services that are provided to the Customer or the Owner.
“当局”	系指任何海关当局、海关检查站、港口和海港当局、监管公路或铁路货物运输的当局，以及任何对货物或向客户或货主提供的服务具有法律管辖权的其他当局。
“Charges”	is defined in clause 21(a).
“费用”	定义见第 21(a)款。
“Company”	is the Visy Entity identified at the beginning of the Credit Application most recently provided to the Customer.
“公司”	系指最近一次向客户提供的信贷申请表开头所标识的 Visy 实体。
“Consequential Loss”	means remote or indirect loss and loss that was not reasonably foreseeable, including without limitation deferment of income, loss of profit or revenue, loss of denial of opportunity, loss of access to markets, loss of goodwill, loss of business reputation, damage to credit rating, punitive, consequential or special damages.
“间接损失”	系指后期或间接的损失以及非合理可预见的损失，包括但不限于收入延迟、利润或收入损失、机会丧失、市场准入丧失、商誉损失、商业声誉损失、信用评级损害、惩罚性、间接或特殊损害。
“Container”	includes any container, flexitank, trailer, transportable tank, flat, pallet or any article of transport used to carry or consolidate goods and any equipment of or connected thereto.
“集装箱”	包括任何集装箱、柔性油罐、拖车、可运输油罐、平台、托盘或用于运输或整合货物的任何运输工具，以及与之相关或连接的任何设备。
“Credit Application”	is the document provided to a Customer before any services are provided to the Customer by any Visy Entity.
“信贷申请表”	系指在任何 Visy 实体向客户提供任何服务之前向客户提供的文件。
“Customer”	means any person at whose request or on whose behalf the Company provides a service including, but not limited to, a person identified as a Customer in a Credit Application.
“客户”	系指任何请求或委托公司提供服务的客户，包括但不限于信贷申请表中标识为客户的人员。
“Dangerous Goods”	means any Goods which are or which may become dangerous, volatile, explosive, inflammable, radioactive or hazardous, or which may become harmful to any person, property or the environment. whatsoever.
“危险品”	系指任何危险、易挥发、易爆、易燃、放射性或有害货物或具有以上潜在属性的货物，或可能对任何人、财产或环境造成危害的货物。
“Goods”	includes the goods and any Container supplied by the Customer, in respect of which the company provides a service.
“货物”	包括客户提供的货物和任何集装箱，公司就该等货物提供服务。
“Hague Rules”	means the provisions of the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading signed at Brussels on 25th August 1924.
“海牙规则”	系指 1924 年 8 月 25 日在布鲁塞尔签署的《统一提单若干法律规定的国际公约》的规定。
“Instruction”	means any instruction received from the Customer or an agent of the Customer concerning specific aspects of the carriage, handling or storage of the Goods and/or any other services to be provided to the Customer or the Owner.
“指示”	系指从客户或客户代理人处收到的关于货物运输、装卸或仓储具体方面的任何指示，以及/或向客户或货主提供的任何其他服务。
“Invoice”	is defined in clause 21(b).
“发票”	定义见第 21(b)款。
“Owner”	includes the owner, shipper, buyer and consignee of the Goods and any other person who is or may become interested in the Goods and anyone acting on their behalf.
“货主”	包括货物的所有人、托运人、买方和收货人，以及任何对货物感兴趣或可能感兴趣的人员，以及代表他们行事的人员。
“person”	includes persons or any body or bodies corporate.

“人员”	包括个人或任何团体或法人团体。
“SOLAS Convention”	means the iteration of the International Convention for the Safety of Life at Sea international maritime treaty existing at the commencement of the services provided in relation to the Goods.
“SOLAS 公约”	系指在提供与货物有关的服务开始时生效的《国际海上人命安全公约》这一国际海事条约的版本。
“Transport Document”	means any transport document of whatever nature including without limitation a bill of lading (whether negotiable or non-negotiable), sea waybill, air waybill, consignment note, manifest, shipping receipt, warehouse receipt, gate pass, proof of delivery, or other document whether electronic data or in hard copy form relating to the carriage, handling or storage of Goods.
“运输单据”	系指任何性质的运输单据, 包括但不限于提单(无论是否可转让)、海运单、空运单、托运单、舱单、运输收据、仓储收据、出门证、交货证明, 或其他与货物运输、装卸或仓储有关的电子数据或硬拷贝文件。
“VGM”	is the weight of cargo including dunnage and bracing plus the tare weight of the container carrying this cargo, as calculated by the Customer (unless otherwise agreed in writing) in accordance with the methods prescribed in the SOLAS Convention.
“VGM”	系指货物重量(包括衬垫和支撑材料)加上承载该货物的集装箱的皮重, 由客户(除非另有书面约定)按照 SOLAS 公约规定的方法计算得出。
“Visy Entity”	means any of the following: Allpak Trading (Shanghai) Co. Ltd, Visy Logistics Pty Ltd, Visy Global Logistics (NZ) Ltd, Visy West Coast Pty Ltd, Visy Singapore Headquarters Pte Ltd.
“Visy 实体”	系指以下任一实体: Allpak Trading (Shanghai) Co. Ltd, Visy Logistics Pty Ltd、Visy Global Logistics (NZ) Ltd、Visy West Coast Pty Ltd、Visy Singapore Headquarters Pte Ltd。
“Weight Declaration”	means a declaration provided by the Customer to the Company regarding the weight of Goods (including, but not limited to, a VGM declaration).
“重量声明”	系指客户向公司提供的关于货物重量的声明(包括但不限于 VGM 声明)。

Customer's Instructions

客户指示

- The Company is not required to comply with any Instruction unless the Instruction is received by the Company in writing, acknowledged by the Company in writing and given in sufficient time in all the circumstances for the Company reasonably to be able to comply with the instructions. Standing or general instructions, or instructions given late, even if received by the Company without comment, shall not be binding upon the Company. If the Company adopts standing or general instructions, or instructions given late, for one or more transaction for the Customer or any other party, that does not in any way affect the validity of those instructions in relation to any past and future transaction. No attempt by the Company to adopt late instructions will constitute an acceptance by the Company or affect the validity of those instructions.
- 除非公司收到书面指示、或以书面形式确认指示, 且在所有情况下均有足够时间确保公司能够合理遵守指示, 否则公司无需遵守任何指示。长期有效的指示或一般性指示, 抑或是逾期下达的指示, 即便公司收到时未作任何评论, 亦不对公司具有约束力。若公司针对客户或任何其他方的一项或多项交易采用了长期有效的指示或一般性指示, 抑或是逾期下达的指示, 这丝毫不影响该等指示对过去和未来交易的有效性。公司尝试采用逾期下达的指示, 并不构成公司接受该等指示, 也不影响该等指示的有效性。

Customer's warranties

客户保证

- it is either the Owner or the authorised agent of the Owner or the party that is entitled to lawful possession of the Goods, and that it is authorised to accept these Terms and Conditions not only for itself but also as agent for and on behalf of the Owner or the person that is entitled to lawful possession of the Goods;
 - it is aware of all matters relating to the terms of sale and purchase of the Goods;
 - the description and particulars of the Goods (including but not limited to the VGM) made available to the Company by or on behalf of the Customer are complete and correct;
 - the Goods are properly packed and labelled (having due regard to the nature of the Goods), except to the extent that the Company has agreed to pack or label the Goods.
- 客户保证:
 - 其为货主或货主的授权代理人, 或有权合法占有货物的一方, 且并且其不仅有权代表自身接受本条款和条件, 还有权作为货主或依法有权占有货物之人的代理人并代表其接受本条款和条件。
 - 其了解货物买卖的所有事项; WWW
 - 客户或其代表向公司提供的货物描述和详情(包括但不限于 VGM)完整且正确;
 - 货物已妥善包装和标记(考虑到货物的性质), 除非公司同意对货物进行包装或标记。

Dangerous goods

危险品

- Unless otherwise agreed in writing, the Customer shall not deliver to the Company or cause the Company or any other person appointed by the Company (in its capacity as agent for the Customer or otherwise) to deal with or handle Dangerous Goods.
 - If the Customer is in breach of clause 7(a) above it shall defend, indemnify and hold harmless the Company against all penalties, liability, claims, damages, costs and expenses arising out of or in connection with the breach, and the Goods may without notice be destroyed or

otherwise dealt with at the sole discretion of the Company or any other person in whose custody they may be at the relevant time.

- (c) If the Company agrees to accept Dangerous Goods and then in the reasonable opinion of the Company or any other person they constitute a risk to other goods, property, life or health they may without notice be destroyed or otherwise dealt with at the expense of the Customer or Owner.
7. (a) 除非另有书面约定，否则客户不得向公司交付或致使公司或公司以客户代理人身份或其他身份指定的任何人员处理或操作危险品。
- (b) 若客户违反上述第 7(a)款之规定，则应就因该违约行为所引发或与之相关的所有罚金、责任、索赔、损害赔偿、费用及开支，为公司提供抗辩、予以赔偿并确保公司免受损害。同时，公司或于相关时间实际保管货物的任何其他方，有权在不事先通知的情况下，自行决定销毁货物或以其他方式处置货物。
- (c) 若公司同意接收危险品，但随后公司或任何其他相关方基于合理判断认为该等货物对其他货物、财产、生命或健康构成风险，则公司有权在无需事先通知的情况下，将该等货物销毁或以其他方式处置，由此产生的费用由客户或货主承担。

Goods that are susceptible to temperature abuse, perishable or incapable of being delivered

易受温度影响、易腐或无法交付的货物

8. (a) The Customer shall not:
- (i) request the Company to provide any services in relation to any Goods which require temperature control without also providing in a timely manner the temperature settings to be maintained;
- (ii) in the case of a temperature controlled Container stuffed by or on behalf of the Customer that the Container has been properly pre-cooled or preheated as appropriate, that the Goods have been properly stuffed in the Container and that its thermostatic controls have been properly set by the Customer.

If the Customer fails to comply with any of the requirements in this clause 8(a), the Company shall not be liable for any loss of or damage to the Goods caused by such non-compliance and the Customer must defend, indemnify and hold harmless the Company against all penalties, liability, claims, damages, costs and expenses whatsoever arising out of or in connection with the noncompliance.

- (b) Where the Goods are perishable and are not collected by the Customer, or a person that is authorised by the Customer to take collection, within 72 hours of the Customer receiving notice that the Goods are ready for collection, they may be disposed of, sold or returned to the Customer, at the Company's option.
- (c) Where the Goods cannot be delivered because they:
- (i) are insufficiently or incorrectly addressed or marked or otherwise not identifiable;
- (ii) are not collected or accepted by the Customer or a person that is authorised by the Customer to take collection; or
- (iii) cannot be delivered due to the non-production of a Transport Document or a failure to make any required payment, and are not collected from the agreed place of delivery by the Customer, or a person that is authorised by the Customer to take collection, within 14 days of the Customer receiving notice that the Goods are ready for collection, they may be disposed of, sold or returned to the Customer, at the Company's option. A notice from the Company or its agent to the Customer to the effect that the Goods cannot be delivered for any reason shall be conclusive evidence of that fact.
- (d) In the event that the Goods are disposed of or returned to the Customer in accordance with clause 8(b) or (c), the Customer must reimburse the Company for all costs, expenses and charges reasonably incurred in taking such steps.
- (e) In the event that the Goods are sold in accordance with clause 8(b) or (c), payment to the Customer of the net proceeds of any sale after the deduction of all costs, expenses and charges reasonably incurred by the Company in effecting such sale shall be equivalent to delivery. If any sale does not provide sufficient proceeds to discharge all liability of the Customer to the Company, the Customer acknowledges that it is not released from the remainder of its liability to the Company merely by the sale of the Goods.

8. (a) 客户：
- (i) 不得要求公司就任何需要温控的货物提供相关服务，却未同时及时提供需维持的温度设定参数；
- (ii) 若集装箱为温控集装箱且由客户或其代表进行装货，则客户需确保该集装箱已根据实际情况进行了恰当的预冷或预热处理，货物已正确装入集装箱，并且客户已正确设置集装箱的温度调节控制器。

若客户未能遵守本第 8(a)款中的任何要求，公司不对因该未遵守行为导致的货物任何损失或损害负责，且客户应保护公司免受因该未遵守行为产生或与之相关的所有罚款、责任、索赔、损害、成本和费用的损害。

- (b) 若货物易腐，且客户或客户授权接收货物的人员在收到货物准备就绪通知后 72 小时内未提取货物，公司可选择销毁、出售或退回货物给客户。
- (c) 若货物因以下原因无法交付：
- (i) 地址或标记不足或不正确，或无法识别；
- (ii) 客户或客户授权接收货物的人员未提取或接受货物；或
- (iii) 因未出示运输单据或未支付任何所需款项而无法交付，
- 且客户或客户授权接收货物的人员在收到货物准备就绪通知后 14 天内未从约定的交付地点提取货物，公司可选择销毁、出售或退回货物给客户。公司或其代理人向客户发出的关于货物因任何原因无法交付的通知，应作为该事实的确凿证据。
- (d) 若货物按照第 8(b)款或(c)款被销毁或退回给客户，客户必须偿还公司因此采取行动而合理产生的所有成本、费用和收费。
- (e) 若货物依据第 8(b)款或第 8(c)款之规定被出售，则在扣除公司为促成该出售而合理产生的所有成本、费用及收费后，将出售所

得的净收益支付给客户，此举应视同货物已交付。若任何货物出售所得款项不足以清偿客户对公司的全部债务，客户承认，仅通过出售货物这一行为，并不能免除其对公司剩余债务的责任。

Insurance

保险

9. No insurance shall be effected by the Company for the benefit of the Customer or any other person except upon express instructions given in writing by the Customer and acknowledged and agreed by the Company in writing. Any insurance arranged by the Company is subject to the usual exceptions and conditions of the policies of the underwriter. Unless otherwise agreed in writing, the Company shall not be under any obligation to effect a separate insurance on each consignment of Goods but may declare it on any open or general policy. The Company is an agent in respect of the effecting of insurance and should the underwriter dispute their liability for any reason the insured shall have recourse against the underwriter only and the Company shall not be under any responsibility or liability whatsoever in relation thereto.
9. 除非客户给出明确书面指示，且公司以书面形式确认并同意，否则公司不得为客户或任何其他人员办理保险。公司所安排的任何保险均受保险承保人保单中通常规定的除外责任条款和条件约束。除非另有书面约定，否则公司无义务为每批货物单独投保，但可将货物纳入任何预约保单或总保单进行申报。公司在办理保险事宜上仅充当代理人角色。若保险承保人以任何理由对其赔偿责任提出异议，被保险人仅可向保险承保人追偿，而公司对此不承担任何责任或义务。

Containers

集装箱

10. (a) If a Container has not been packed or stuffed by the Company, the Company shall not be liable for loss of or damage to the Goods if caused by:
- (i) the manner in which the Goods have been packed or stuffed into the Container;
 - (ii) the unsuitability of the type of Container used for carriage or storage of the Goods, unless the Company has approved the suitability;
 - (iii) the defective condition of the Container provided that where the Container has been supplied by or on behalf of the Company this sub-clause (iii) shall only apply if the unsuitability or defective condition would have been apparent upon reasonable inspection by the Customer or Owner or person acting on behalf of either of them;
 - (iv) if the Container is not sealed at the commencement of the Carriage, except where the Company has agreed to seal the Container.
- (b) The Customer shall defend, indemnify and hold harmless the Company against all penalties, liability, loss, damage, costs and expenses arising out of or in connection with any of the matters referred to in clause 10(a).
- (c) Where the Company is instructed to provide a Container, in the absence of a written request to the contrary, the Company is not under an obligation to provide a Container of any particular type or quality.
10. (a) 若集装箱并非由公司包装或装载，对于因以下原因导致的货物损失或损害，公司概不负责：
- (i) 货物装入集装箱的方式；
 - (ii) 所使用的集装箱类型不适合货物运输或仓储，除非公司已批准其适用性；
 - (iii) 集装箱存在缺陷（但前提是：若集装箱由公司或其代表提供，则本第(iii)项仅在以下情况下适用：即该集装箱的不适用性或缺陷状况在客户、货主或其任何一方代表进行合理检查时本应显而易见）；
 - (iv) 集装箱在运输开始时未密封，除非公司同意密封集装箱。
- (b) 客户应保护公司免受因第 10(a)款中提及的任何事项产生或与之相关的所有罚款、责任、损失、损害、成本和费用的损害。
- (c) 若公司接到指示须提供集装箱，在无相反书面请求的情况下，公司无义务提供任何特定类型或质量的集装箱。

Declarations by the Company regarding the Goods

公司关于货物的声明

11. Unless agreed by the Company in writing, the Company will not be obliged to make any declaration for the purposes of any statute, convention or contract as to the nature or value of any Goods or as to any special interest in delivery. Where the Company is required (by an Authority or otherwise) to make a declaration as to the weight of the Goods, including but not limited to providing a VGM, the Company will only make such a declaration where the Customer has provided the Weight Declaration. The Company reserves its right to refuse to make any declaration for or on behalf of the Customer, for whatever reason, and the Company will not be liable for any loss or damage suffered as a result of the Company not making such a declaration.
11. 除非公司以书面形式明确同意，否则公司无义务为任何法规、公约或合同之目的，就任何货物的性质或价值，或就货物交付方面的任何特殊权益作出任何声明。若公司被要求（由当局或其他方）就货物重量作出声明，包括但不限于提供 VGM，公司仅在客户已提供重量声明的情况下作出此类声明。公司保留拒绝为客户或代表客户作出任何声明的权利，无论出于何种原因，且公司不对因公司未作出此类声明而遭受的任何损失或损害负责。

Company's inability to deliver and delay

公司无法交付和延误

12. Unless otherwise agreed in writing that Goods will be collected from, or delivered to, a specified location by a particular date, the Company will not, under any circumstances, be liable for any delay concerning the Goods.
12. 除非另有书面约定，货物将在特定日期从特定地点提取或交付至特定地点，否则公司在任何情况下均不对货物的任何延误负责。

13. If any Goods are unable to be shipped by the mode of transport the Company intended to facilitate or use due to a Weight Declaration being incorrect or disputed by a carrier or any other person involved in the carriage, handling or storage of the Goods, the Customer shall be liable for and must indemnify the Company for all penalties, liability, claims, damages, costs and expenses arising out of or in connection with:
- (a) storage of the Goods;
 - (b) collection of the Goods and returning the Goods to the Customer;
 - (c) fees, charges and fines imposed by an Authority; and
 - (d) any other steps reasonably required to be taken by the Company in dealing with, and attempting to resolve, the dispute.
13. 若因货物重量申报不实, 或承运人或参与货物运输、装卸、仓储的任何其他方对重量申报提出异议, 导致公司原计划安排或使用的运输方式无法承运该批货物, 客户应承担由此产生或与之相关的所有罚款、责任、索赔、损害赔偿、成本及费用, 并必须对公司进行全额赔偿。
- (a) 货物的仓储;
 - (b) 货物的提取和退回给客户;
 - (c) 当局征收的费用、收费和罚款; 以及
 - (d) 公司为处理并尝试解决争议而合理需要采取的任何其他步骤。

Liberties and rights of Company

公司的自由和权利

- 14 The Company shall be entitled, except insofar as has been otherwise agreed in writing, to enter into contracts on behalf of itself or the Customer and without notice to the Customer for:
- (a) the carriage of Goods by any mode of transport, route, means or person;
 - (b) the carriage of Goods of any description whether containerised or not on or under the deck of any vessel;
 - (c) the storage, packing, transhipment, loading, unloading or handling of Goods by any person at any place whether on shore or afloat and for any length of time.
 - (d) the carriage or storage of Goods in Containers or with other goods of whatever nature.
 - (e) the performance of its own obligations and to do such acts as in the opinion of the Company may be necessary or incidental to the performance of the Company's obligations.
14. 除非另有书面约定, 否则公司有权在无需通知客户的情况下, 代表自身或客户签订合同, 以便:
- (a) 通过任何运输方式、路线、手段或人员运输货物;
 - (b) 在任何船舶的甲板上或甲板下运输任何描述的货物, 无论是否集装箱化;
 - (c) 由任何人员在任何地点(无论岸上或水上)以任何时长仓储、包装、转运、装载、卸载或操作货物。
 - (d) 在集装箱中或与任何性质的货物一起运输或仓储货物。
 - (e) 履行自身义务, 并采取公司认为对履行公司义务必要或附带的任何行动。
15. (a) The Company shall be entitled, but is under no obligation to, depart from the Customer's instructions in any respect if in the opinion of the Company there is good reason to do so in the Customer's interest and it shall not thereby incur any additional liability.
- (b) The Company may at any time comply with the orders or recommendations given by any Authority. The responsibility of the Company in respect of the Goods shall cease on the delivery or other disposition of the Goods in accordance with such orders or recommendations.
15. (a) 若公司认为出于客户利益考量有充分理由在某方面偏离客户指示, 公司有权这么做, 但并无此义务; 且公司因此不会承担任何额外责任。
- (b) 公司可随时遵守任何当局给出的命令或建议。公司对货物的责任应在根据此类命令或建议交付或以其他方式处置货物时终止。
16. If at any time the performance of the Company's obligations, in the reasonable opinion of the Company, is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage whatsoever and which cannot be avoided by reasonable endeavours by the Company, the Company may, on giving notice in writing to the Customer or Owner, or without notice where it is not reasonably possible to give such notice, treat the performance of its obligations as terminated and allow the Customer, Owner or a person authorised by the Customer to take possession of the Goods at any place which the Company may deem safe and convenient, whereupon the responsibility of the Company in respect of the Goods shall cease. The Customer must reimburse the Company for all costs, expenses and charges reasonably incurred in arranging any additional carriage or handling.
16. 若公司基于合理判断认为, 其履行义务的过程已受到或可能受到任何阻碍、风险、延误、困难或不利因素的影响, 且该等影响无法通过公司的合理努力予以避免, 公司可书面通知客户或货主(若无法合理发出通知, 则可不发通知), 将自身义务的履行视为已终止, 并允许客户、货主或客户授权的人员在公司认为安全且便利的任何地点提取货物。自此时起, 公司对货物的责任即告终止。客户必须偿还公司因安排任何额外运输或操作而合理产生的所有成本、费用和收费。
16. If at any time the performance of the Company's obligations, in the reasonable opinion of the Company, is or is likely to be affected by any hindrance, risk, delay, difficulty or disadvantage whatsoever and which cannot be avoided by reasonable endeavours by the Company, the Company may, on giving notice in writing to the Customer or Owner, or without notice where it is not reasonably possible to give such notice, treat the performance of its obligations as terminated and allow the Customer, Owner or a person authorised by the Customer to take possession of the Goods at any place which the Company may deem safe and convenient, whereupon the responsibility of the Company in respect of the Goods shall cease. The Customer must reimburse the Company for all costs, expenses and charges reasonably incurred in arranging any additional carriage or handling.
17. If Goods or any part thereof are not collected by the Customer or a person that is authorised by the Customer to take collection within 72 hours

of the Customer receiving notice that the Goods are ready for collection, the Company shall be entitled to store the Goods in the open or under cover at the sole risk and expense of the Customer and the Customer must reimburse the Company for all costs, expenses and charges reasonably incurred in arranging any additional carriage, handling or storage. This clause is not intended to limit any of the other rights available to the Company by reason of these Terms and Conditions including (but not limited to) those in clause 8.

17. 若货物或其任何部分在客户收到货物准备就绪通知后 72 小时内未被客户或客户授权接收货物的人员提取，公司有权将货物露天或遮盖仓储，费用和 risk 由客户承担，且客户必须偿还公司因安排任何额外运输、操作或仓储而合理产生的所有成本、费用和收费。本款无意限制公司因本条款和条件而享有的任何其他权利，包括但不限于第 8 条中的权利。

Subcontractors

分包商

18. The Customer warrants that no servant or subcontractor of the Company shall in any circumstances whatsoever be under any liability to the Customer or the Owner for any claims, damages, costs or expenses of any kind arising directly or indirectly from an act or omission of the servant or subcontractor while acting in connection with the Goods or any of the services provided to the Customer or the Owner.
18. 客户保证，在任何情况下，公司的雇员或分包商均无需就以下情形向客户或货主承担任何责任：即因该雇员或分包商在处理货物或向客户或货主提供任何服务过程中实施的行为或疏忽，而直接或间接产生的任何索赔、损害赔偿、成本或费用。
19. In the event that a claim of the type referred to in clause 18 is initiated, the Customer shall defend, indemnify and hold harmless the Company against all liability, damages, costs and expenses arising out of the claim.
19. 若发起第 18 条中提及的类型的索赔，客户应保护公司免受因该索赔产生的所有责任、损害、成本和费用的损害。
20. Without prejudice to clauses 18 and 19:
- (a) every exemption, limitation, condition and liberty contained in these Terms and Conditions, and every defence and immunity which the Company is entitled to rely upon by reason of these Terms and Conditions, shall also be available and shall extend to every such servant or subcontractor who shall be entitled to enforce the same against the Customer;
- (b) in entering into the contract, the Company does so not only on its own behalf but also as agent and trustee for such servants and subcontractors.
20. 在不损害第 18 条和第 19 条的前提下：
- (a) 本条款与条件中所载的每一项豁免、限制、条件及权利，以及公司依据本条款与条件有权主张的每一项抗辩事由和免责情形，均应同样适用并延伸至公司的每一位雇员或分包商，且该等雇员或分包商有权据此向客户主张同等权益。
- (b) 在签订合同时，公司不仅代表自身行事，还作为此类雇员和分包商的代理人 and 受托人行事。

Charges

收费

21. (a) Unless otherwise agreed in writing and subject to this clause, all charges for services provided to the Customer or the Owner in connection with the Goods ("Charges") will be calculated in accordance with the rates:
- (i) agreed between the Customer and Company prior to the execution of the Credit Application; and
- (ii) amended at any time following the execution of the Credit Application, subject to the Company providing the Customer with at least 14 days' notice of the amendments.
- (b) The Company will be at liberty to issue an invoice, or invoices, for the Charges ("Invoice") immediately after the commencement of the services.
- (c) An Invoice must be paid no more than 30 days after it is provided to the Customer without discount, deduction, counterclaim or setoff, and regardless of any dispute between the Company and the Customer.
- (d) In the event that an Invoice is not paid in full within 30 days, the Company will be entitled to charge interest at the rate of 5 per cent per annum in relation to any unpaid amount (without prejudice to any other rights of the Company). The Customer agrees that the rate of 5 per cent per annum is a genuine and reasonable pre-estimate of the Company's loss arising from the Customer's failure to pay an Invoice within 30 days.
- (e) Every special instruction from the Customer to the effect that an Invoice will be paid by a person other than the Customer will be deemed to include a stipulation that if the person does not pay the Invoice in accordance with clause 21(c), the Invoice will be payable by the Customer on demand and the Company will not be under any obligation to provide evidence of demand and nonpayment by such other person when due.
- (f) The Customer shall pay to the Company any debt collection or legal costs involved in collecting overdue accounts.
- (g) The Customer must notify the Company of any questions, concerns or objections regarding an Invoice relating to services provided to the Customer or Owner within 60 days of receiving the Invoice, otherwise the Customer will not be entitled to dispute the Invoice.
- (h) The Company reserves the right to offset any amounts receivable from the Customer against any amounts payable to:
- (i) the Customer;
- (ii) the Owner; and/or
- (iii) a company that is a holding company or a subsidiary of the Company.
- This right exists irrespective of the date the liability has been created or debt incurred with the Company.
21. (a) 除非另有书面约定且受本条款约束，就货物向客户或货主提供服务产生的所有收费（“收费”）将按照以下费率计算：
- (i) 客户与公司于信贷申请表执行前商定的费率；以及
- (ii) 信贷申请表执行后，经公司至少提前 14 天书面通知客户相关修订内容后，可随时修订的费率。
- (b) 公司有权在服务开始后立即开具一张或多张费用发票（“发票”）。

- (c) 发票款项须在提供给客户后的 30 天内全额支付, 不得有任何折扣、扣除、反诉或抵销, 且无论公司与客户之间是否存在任何争议。
- (d) 若发票款项未在 30 天内全额支付, 公司有权就任何未付款项按每年 5% 的利率收取利息 (不影响公司享有的其他任何权利)。客户同意, 每年 5% 的利率是对公司因客户未能在 30 天内支付发票款项而遭受损失的真实且合理的预估。
- (e) 若客户发出特别指示, 表明发票款项将由客户以外的第三方支付, 则该指示应被视为包含如下约定: 若该第三方未按照第 21(c) 条的规定支付发票款项, 客户须应公司要求立即支付该发票款项; 且当该第三方未在到期日支付款项时, 公司无需承担提供催款证明或该第三方未付款证明的任何义务。
- (f) 客户应向公司支付追讨逾期账户所涉及的任何催款或法律费用。
- (g) 客户必须在收到发票后的 60 天内, 就与客户或货主提供的服务相关的发票提出任何疑问、关切或异议, 否则客户无权对该发票提出争议。
- (h) 公司保留将应收客户的任何款项与应付给以下各方的任何款项相抵销的权利:
 - (i) 客户;
 - (ii) 货主; 和/或
 - (iii) 公司的控股公司或子公司。无论与公司产生债务或负债的日期为何, 此权利均有效。

Lien

留置权

- 22. (a) The Company shall have a particular and general lien on all Goods and any and all other property of the Customer coming into the Company's actual or constructive possession or control, for any amount due to:
 - (i) the Company arising out of or in connection with any services provided in relation to the Goods and/or for any other services provided to the Customer or Owner; and
 - (ii) a Visy Entity other than the Company, for any services provided in relation to the Goods and/or for any other services provided to the Customer.
 - (b) Prior to exercising the lien, the Company shall provide written notice to the Customer of its intent to exercise its lien, the property over which the lien will be exercised and the exact amount due and owing.
 - (c) Unless, within 14 days of receiving the written notice referred to in clause 22(b), the Customer pays the entire amount due and owing, the Company will have the right to sell the Goods at public or private sale or auction and apply the proceeds to the amount due and owing and also toward the costs and expenses of exercising the power of sale (including legal fees).
- 22. (a) 公司对所有货物及客户实际或推定占有或控制的所有其他财产享有特定留置权和一般留置权, 以担保因以下原因产生的任何客户应付款项:
 - (i) 公司因提供与货物相关的任何服务和/或向客户或货主提供任何其他服务而产生的客户应付款项; 以及
 - (ii) 非公司的 Visy 实体因提供与货物相关的任何服务和/或向客户提供的任何其他服务而产生的客户应付款项。
 - (b) 在行使留置权前, 公司应向客户发出书面通知, 说明其行使留置权的意图、将行使留置权的财产以及确切的应付款项金额。
 - (c) 除非客户在收到第 22(b)条所述书面通知后的 14 天内支付全部应付款项, 否则公司有权通过公开或私下出售或拍卖的方式出售货物, 并将所得款项用于支付应付款项以及行使出售权所产生的成本和费用 (包括法律费用)。

General indemnities

一般赔偿

- 23. (a) The Customer shall be liable for and shall defend, indemnify and hold harmless the Company against all penalties, liability, claims, loss, damage, costs, expenses, fines, legal or other professional fees and all or any debt incurred by the Company arising out of or in connection with:
 - (i) the Company acting in accordance with the Customer's or Owner's instructions;
 - (ii) any negligent act or omission of the Customer or the Owner; or
 - (iii) a breach of a warranty or obligation by the Customer.
 - (b) Except to the extent caused by the Company's negligence, the Customer shall be liable for and shall defend, indemnify and hold harmless the Company in respect of all costs, expenses, fines, duties, taxes, imposts, levies, deposits and outlays of whatsoever nature imposed by any Authority arising out of or in connection with the Goods or the services provided to the Customer or the Owner.
 - (c) Except to the extent caused by the Company's negligence, the Customer shall be liable for and shall defend, indemnify and hold harmless the Company against any loss, damage, contamination, detention or demurrage of Containers supplied by or on behalf of the Company for use in the carriage, handling or storage of Goods.
 - (d) All advice and information provided by the Company is exclusively for the benefit of the Customer and the Customer shall defend, indemnify and hold harmless the Company for all liability, loss, damage, costs and expenses arising out of or in connection with any other person (including the Owner) relying on such advice or information.
- 23. (a) 客户应就因以下情形产生或与之相关的所有罚款、责任、索赔、损失、损害、成本、费用、罚金、法律费用或其他专业费用, 以及公司承担的全部或任何债务, 承担责任, 并应为公司进行辩护、赔偿且使其免受损害:

- (i) 公司按照客户或货主的指示行事;
 - (ii) 客户或货主的任何疏忽行为或遗漏; 或
 - (iii) 客户违反保证或义务。
- (b) 除非因公司疏忽所致, 否则客户应就因货物或向客户或货主提供的服务, 而由任何主管部门征收的各类成本、费用、罚金、关税、税款、赋税、规费、押金及支出, 承担责任, 并应为公司进行辩护、赔偿且使其免受损害。
- (c) 除非因公司疏忽所致, 否则客户应就公司或其代表为货物运输、装卸或仓储而提供的集装箱发生的任何损失、损坏、污染、扣留或滞期费, 承担责任, 并应为公司进行辩护、赔偿且使其免受损害。
- (d) 公司提供的建议和信息仅供参考客户使用, 对于因任何其他方 (包括货主) 依赖此类建议或信息而产生或与之相关的任何责任、损失、损害、成本及费用, 客户应为公司进行辩护、赔偿且使其免受损害。

Exclusion of liability

责任免除

24. Except insofar as otherwise provided by these Conditions, the Company shall not be liable for any loss or damage whatsoever arising out of:
- (a) any negligent act or omission of the Customer or Owner, or any person acting on their behalf;
 - (b) compliance with the Instructions given to the Company by the Customer, Owner or any other person authorised by the Customer to provide Instructions on their behalf;
 - (c) insufficiency of the packing or labelling of the Goods except where such service has been provided by the Company;
 - (d) handling, loading, stowage or unloading of the Goods by the Customer or Owner or any person acting on their behalf;
 - (e) inherent vice of the Goods;
 - (f) riots, civil commotions, strikes, lockouts, stoppage or restraint of labour from whatsoever cause;
 - (g) fire, flood or storm; or
 - (h) any cause which the Company could not avoid and the consequences whereof it could not prevent by the exercise of reasonable diligence, and the Company shall not be liable in any event for any Consequential Loss, whether or not it was reasonably foreseeable to the Company that such damages might be incurred.
24. 除非该等条件另有规定, 否则公司对因以下原因产生的任何损失或损害不承担责任:
- (a) 客户或货主或代表其行事的人的任何疏忽行为或遗漏;
 - (b) 公司遵守客户、货主或客户授权代表其提供指示的任何其他人向公司发出的指示;
 - (c) 货物包装或标签不足, 但公司已提供此类服务的情况除外;
 - (d) 客户或货主或代表其行事的人员对货物的处理、装载、积载或卸载;
 - (e) 货物的固有缺陷;
 - (f) 暴乱、内乱、罢工、停工、停工或劳动限制, 无论何种原因;
 - (g) 火灾、洪水或风暴; 或
 - (h) 公司无法避免且无法通过合理努力预防其后果的任何原因,
- 且在任何情况下, 公司均不对任何间接损失承担责任, 无论公司是否合理预见可能发生此类损害。

Limitation of liability

责任限制

25. Except insofar as otherwise provided by these Conditions, the liability of the Company, howsoever arising, and notwithstanding that the cause of loss or damage be unexplained, shall not exceed the following:
- (a) in respect of all claims other than those subject to the provisions of clause 25(b), the greater of the:
 - (i) value of the services the Customer provided in relation to the Goods; or
 - (ii) the cost of supplying the services again.
 - (b) in respect of claims for delay where not excluded by the provisions of these Conditions, the amount of the Company's charges in respect of the Goods delayed.
25. 除非该等条件另有规定, 否则无论公司责任如何产生, 且无论损失或损害的原因是否不明, 公司的责任均不得超过以下金额:
- (a) 对于第 25(b)条规定以外的所有索赔, 以下金额中的较大者:
 - (i) 客户就货物提供的服务的价值; 或
 - (ii) 再次提供服务的成本。
 - (b) 对于该等条件未排除的延误索赔, 公司就延误货物收取的费用金额。

Notice of loss, time bar

损失通知与诉讼时效

26. (a) The Company shall be discharged of all liability unless:
- (i) subject to clause 21(g), notice of any claim is received in writing by the Company within 21 days after the date specified in clause 26(b) below or within a reasonable time after such date if the Customer proves that it was impossible to so notify within 21 days; and

- (ii) suit is brought in a proper forum and written notice thereof received by the Company within 9 months after the date specified in (b) below.
- (b) For the purposes of clause 26(a), the relevant date is:
 - (i) in the case of loss or damage to Goods, the date of delivery of the Goods;
 - (ii) in the case of delay or non-delivery of the Goods, the date that the Goods should have been delivered;
 - (iii) in any other case, the event giving rise to the claim.
- 26. (a) 除非满足以下条件, 否则公司不承担任何责任:
 - (i) 在符合第 21(g)款规定的条件下, 若客户能证明在以下第 26(b)款所规定日期后的 21 天内发出索赔通知确属不可能, 则公司在该规定日期后的合理时间内收到书面索赔通知; 若客户无法证明上述情况, 则公司在规定日期后的 21 天内收到书面索赔通知; 且
 - (ii) 在下文(b)条规定的日期后的 9 个月内, 在适当法院提起诉讼, 并向公司发出书面通知。
- (b) 就第 26(a)条而言, 相关日期为:
 - (i) 对于货物的损失或损害, 货物交付日期;
 - (ii) 对于货物的延误或未交付, 货物应交付的日期;
 - (iii) 在任何其他情况下, 产生索赔的事件发生日期。

Communication

通信

- 27. All written communications between the parties must be in English and may be sent by facsimile, email or such other electronic media as the parties may agree.
- 27. 双方之间的所有书面通信必须使用英文, 并可通过传真、电子邮件或双方同意的其他电子媒体发送。
- 28. Notwithstanding any prior dealings between the Company and the Customer or any rule of law of equity or provision of any statute or regulation to the contrary, any written communications, contracts or documents sent to the Company through the post shall be deemed not to have been received by the Company unless and until also provided to the Company in accordance with clause 27.
- 28. 尽管公司与客户之间此前可能存在任何交易往来, 且任何衡平法规则、法规或条例中可能有与之相悖的规定, 但通过邮寄方式发送给公司的任何书面通信、合同或文件, 除非同时按照第 27 条的规定提供给公司, 否则均不得视为公司已收到。

Defences and limitation of liability

抗辩与责任限制

- 29. The defences and limits of liability provided for by these Terms and Conditions shall apply in any action against the Company whether such action be founded in contract, bailment or in tort.
- 29. 本条款和条件规定的抗辩和责任限制应适用于针对公司的任何诉讼, 无论该诉讼是基于合同、保管还是侵权。

Law and jurisdiction

法律与管辖权

- 30. The contract between the parties is governed by and construed in accordance with:
 - (a) the laws of the jurisdiction in which the Company first provides the services in relation to the Goods, if the said jurisdiction is an Australian State or Territory, New Zealand or Singapore;
 - (b) if clause 30(a) is inapplicable, the laws of the jurisdiction in which the services provided by the Company in relation to the Goods conclude, if the said jurisdiction is an Australian State or Territory, New Zealand or Singapore;
 - (c) in any other instance, the laws of England.
- 30. 双方之间的合同受以下法律管辖并据其解释:
 - (a) 若公司首先在澳大利亚州或领地、新西兰或新加坡提供与货物相关的服务, 则受该司法管辖区的法律管辖;
 - (b) 若第 30(a)条不适用, 且公司提供的与货物相关的服务在澳大利亚州或领地、新西兰或新加坡的司法管辖区结束, 则受该司法管辖区的法律管辖;
 - (c) 在任何其他情况下, 受英格兰法律管辖。
- 31. (a) Subject to clause 31(b), any and all disputes arising out of or in connection with the services in relation to the Goods shall be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore Chamber of Maritime Arbitration for the time being in force at the commencement of the arbitration, which rules are deemed to be incorporated by reference in this clause;
- (b) In the case of any dispute relating to the Charges or other sums due from the Customer to the Company, the Company may, at its sole option, commence legal proceedings in the jurisdiction in which the services commence or the jurisdiction in which the services conclude.
- 31. (a) 除第 31(b)条另有规定外, 因与货物相关的服务产生的任何和所有争议均应提交至新加坡, 并按照新加坡海事仲裁院仲裁规则最终解决, 该规则在仲裁开始时生效, 并被视为通过引用纳入本条;
- (b) 对于与客户向公司应支付的费用或其他款项相关的任何争议, 公司可自行选择在服务开始的司法管辖区或服务结束的司法管辖区提起法律诉讼。

Enforceability

可执行性

32. If any provision in these Terms and Conditions is held by a court or tribunal to be invalid or unenforceable, such invalidity or unenforceability shall only attach to such provision and the validity of the surviving provisions shall not be effected thereby.
32. 若本条款和条件中的任何规定被法院或仲裁庭认定为无效或不可执行, 则该无效或不可执行性仅适用于该规定, 且不影响其余有效规定的效力。

PART II: COMPANY AS AGENT

第二部分: 公司作为代理人

Special liability and indemnity conditions

特殊责任与赔偿条款

33. (a) To the extent that the Company acts as an agent, the Company does not make or purport to make any contract with the Customer for any aspect of the Services nor for any other physical service in relation to them and acts solely on behalf of the Customer in securing such services by establishing contracts with third parties so that direct contractual relationships are established between the Customer and such third parties.
- (b) The Company shall not be liable for the acts and omissions of such third parties referred to in clause 33(a) above.
33. (a) 在公司作为代理人的范围内, 公司不与客户就服务的任何方面或与之相关的任何其他实际服务订立任何合同, 也不意图订立此类合同, 而是仅代表客户通过与第三方订立合同来确保此类服务, 以便在客户与此类第三方之间建立直接的合同关系。
- (b) 公司不对上述第 33(a)款所述第三方的行为和遗漏承担责任。
34. (a) The Company when acting as an agent has the authority of the Customer to enter into contracts on the Customer's behalf and to do such acts so as to bind the Customer by such contracts and acts in all respects notwithstanding any departure from the Customer's instructions.
- (b) Except to the extent caused by the Company's negligence, the Customer shall defend, indemnify and hold harmless the Company in respect of all liability, loss, damage, costs or expenses arising out of any contracts, proposed contracts, arrangements or understandings with third parties which the Customer causes to occur for the benefit of the Customer.
34. (a) 公司作为代理人时, 有权代表客户订立合同, 并采取行动使客户受此类合同和行动的约束, 尽管可能与客户的指示有所偏离。
- (b) 除非因公司疏忽所致, 对于客户为自身利益而与第三方达成的任何合同、拟议合同、安排或谅解所引发的一切责任、损失、损害、成本或费用, 客户应为公司进行辩护、赔偿并使其免受损害。

Choice of rates

费率选择

35. Where there is a choice of rates according to the extent or degree of liability assumed by the persons carrying, storing, handling the Goods, no declaration of value where optional will be made unless otherwise agreed in writing.
35. 在因承运、储存或处理货物的人员所承担责任的范围或程度不同而存在多种费率可供选择的情况下, 除非另有书面约定, 否则不会自行选择申报货物价值。

PART III: COMPANY AS PRINCIPAL

第三部分: 公司作为委托人

Special Liability Conditions

特殊责任条款

36. To the extent that the Company contracts as principal for the performance of the Customer's instructions, the Company undertakes to perform, or in its own name to procure the performances of, the Customer's instructions and subject to the provisions of these Terms and Conditions, shall be liable for the loss of or damage to the Goods occurring from the time that the Goods are taken into its charge until the time of delivery.
36. 在公司作为委托人执行客户指示的范围内, 公司承诺执行或以自身名义促使执行客户的指示, 并受本条款和条件的约束, 对货物从公司接管货物时起至交付时止发生的损失或损害承担责任。
37. Subject to any compulsorily applicable law that provides otherwise, if it can be proved that loss of or damage to Goods occurred between the time the Goods are loaded on and discharged from a ship for carriage by sea or inland waterway, the Company's liability shall be determined by the Hague Rules. Reference in the Hague Rules to carriage by sea shall be deemed to include reference to carriage by inland waterways and the Hague Rules shall be construed accordingly.
37. 除非强制适用法律另有规定, 否则若能证明货物的损失或损害发生在货物装上船舶进行海上或内河运输至从船舶卸下期间, 则公司的责任应按照《海牙规则》确定。《海牙规则》中提及的海上运输应被视为包括内河运输, 并应相应解释《海牙规则》。