

联合国国际货物多式联运公约（英文版六）PDF转换可能丢失图片或格式，建议阅读原文

[https://www.100test.com/kao\\_ti2020/502/2021\\_2022\\_\\_E8\\_81\\_94\\_E5\\_90\\_88\\_E5\\_9B\\_BD\\_E5\\_c92\\_502466.htm](https://www.100test.com/kao_ti2020/502/2021_2022__E8_81_94_E5_90_88_E5_9B_BD_E5_c92_502466.htm) Article 9 Reservations in the Multimodal Transport Document 1. If the multimodal transport document contains particulars concerning the general nature , leading marks , number of packages or pieces , weight or quantity of the goods which the multimodal transport operator or a person acting on his behalf knows , or has reasonable grounds to suspect , do not accurately represent the goods actually taken in charge , or if he has no reasonable means of checking such particulars , the multimodal transport operator or a person acting on his behalf shall insert in the multimodal transport document a reservation specifying these inaccuracies , grounds of suspicion or the absence of reasonable means of checking. 2. If the multimodal transport operator or a person acting on his behalf fails to note on the multimodal transport document the apparent condition of the goods , he is deemed to have noted on the multimodal transport document that the goods were in apparent good condition. Article 10 Evidentiary Effect of the Multimodal Transport Document Except for particulars in respect of which and to the extent to which a reservation permitted under Article 9 has been entered : ( a ) The multimodal transport document shall be prima facie evidence of the taking in charge by the multimodal transport operator of the goods as described therein ; ( b ) Proof to the contrary by the multimodal transport operator shall not be admissible if the

multimodal transport document is issued in negotiable form and has been transferred to a third party , including a consignee , who has acted in good faith in reliance on the description of the goods therein.

### Article 11 Liability for Intentional Misstatements or Omissions

When the multimodal transport operator , with intent to defraud , gives in the multimodal transport document false information concerning the goods or omits any information required to be included under paragraph 1 ( a ) or ( b ) of Article 8 or under Article 9 , he shall be liable , without the benefit of the limitation of liability provided for in this Convention , for any loss , damage or expenses incurred by a third party , including a consignee , who acted in reliance on the description of the goods in the multimodal transport document issued.

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