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Article 16 Basis of

Liability 1. The multimodal transport operator shall be liable for loss resulting from loss of or damage to the goods , as well as from delay in delivery , if the occurrence which caused the loss , damage or delay in delivery took place while the goods were in his charge as defined in Article 14 , unless the multimodal transport operator proves that he , his servants or agents or any other person referred to in Article 15 took all measures that could reasonably be required to avoid the occurrence and its consequences. 2. Delay in delivery occurs when the goods have not been delivered within the time expressly agreed upon or , in the absence of such agreement , within the time which it would be reasonable to require of a diligent multimodal transport operator , having regard to the circumstances of the case. 3. If the goods have not been delivered within 90 consecutive days following the date of delivery determined according to paragraph 2 of this Article , the claimant may treat the goods as lost. Article 17 Concurrent Causes Where fault or neglect on the part of the multimodal transport operator , his servants or agents or any other person referred to in Article 15 combines with another cause to produce loss , damage or delay in delivery , the multimodal transport operator shall be liable only to the extent that the loss , damage or delay in delivery is attributable to such fault or neglect , provided that the multimodal transport operator

proves the part of the loss, damage or delay in delivery not attributable thereto.

**Article 18 Limitation of Liability**

1. When the multimodal transport operator is liable for loss resulting from loss of or damage to the goods according to Article 16, his liability shall be limited to an amount not exceeding 920 units of account per package or other shipping unit or 2.75 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher.

2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 of this Article, the following rules shall apply:

- (a) Where a container, pallet or similar article of transport is used to consolidate goods, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, the goods in such article of transport are deemed one shipping unit.
- (b) In cases where the article of transport itself has been lost or damaged, that article of transport, if not owned or otherwise supplied by the multimodal transport operator, is considered one separate shipping unit.

3. Notwithstanding the provisions of paragraphs 1 and 2 of this Article, if the international multimodal transport does not, according to the contract, include carriage of goods by sea or by inland waterways, the liability of the multimodal transport operator shall be limited to an amount not exceeding 8.33 units of account per kilogram of gross weight of the goods lost or damaged.

4. The liability of the multimodal transport operator for loss resulting from delay in delivery according to the provisions of Article 16 shall be limited to

an amount equivalent to two and a half times the freight payable for the goods delayed , but not exceeding the total freight payable under the multimodal transport contract. 5. The aggregate liability of the multimodal transport operator , under paragraphs 1 and 4 or paragraphs 3 and 4 of this Article , shall not exceed the limit of liability for total loss of the goods as determined by paragraph 1 or 3 of this Article. 6. By agreement between the multimodal transport operator and the consignor , limits of liability exceeding those provided for in paragraphs 1 , 3 and 4 of this Article may be fixed in the multimodal transport document. 7. “ Unit of account ” means the unit of account mentioned in Article 31. 100Test 下载频道开通 , 各类考试题目直接下载。详细请访问 [www.100test.com](http://www.100test.com)