

YORK-ANTWERP RULES 2004

《2004年約克·安特衛普規則》

1950年約克·安特衛普規則的基礎上，國際海事委員會於1974年在漢堡召開的會議上通過《1974年約克·安特衛普規則》

《1994年約克·安特衛普規則》是在國際海事委員會於1994年10月在澳大利亞悉尼召開的第35屆大會在《1974年約克·安特衛普規則》的基礎上修改通過

2003年5月31日至6月4日的國際海事委員會第38屆大會通過了《2004年約克·安特衛普規則》

《2004年約克·安特衛普規則》(The York Antwerp, 2004)，最近的一次修訂是國際海上保險聯盟(貨物保險人)對《1994年約克·安特衛普規則》不滿，認為共同海損範圍太廣，理算過於煩瑣，於1999年正式向國際海事委員會(CMI)提出要求修改規則，但船東和理算師反對。國際海事委員會(CMI)成立專門工作組再次修改該規則。在2003年5月31日至6月4日的國際海事委員會第38屆大會通過了《2004年約克·安特衛普規則》。

《2004年約克·安特衛普規則》由四組不同性質的條文組成，全文共32條，擴大了船方的賠償額，減少了貨方的共同海損分攤。修改主要有如下幾個方面：

- (1)規則6將大部分救助報酬排除在共同海損之外；
- (2)規則11規定船舶在避難港停留期間的船員工資和給養不得確認為共同海損；
- (3)規則14將臨時修理費用確認為共同海損，應減除船方的節省；
- (4)規則20規定共同海損費用不給予手續費；
- (5)規則21規定採用浮動年利率計算利息；
- (6)規則23增加了索賠共同海損分攤請求權的時效規定。

《約克·安特衛普規則》不是強制性的，它只有在合同規定時才適用。該規則每次修改都不廢止舊規則，有關方面可在1974年、1994年和2004年《約克·安特衛普規則》三者中選擇使用。

《約克·安特衛普規則》不是國際公約，而只是一種國際貿易慣例規則，但由於它在很多問題上基本統一了歐美各國海損理算的做法，並曾取得國際法協會的認可，因此已被國際海運、貿易和保險界所接受，在海洋運輸提單、租船合同和保險契約中約定採用，目前，它的適用範圍比較廣泛，國際上凡是載運國際貿易商品的海輪發生共同海損事故，一般都按照《約克·安特衛普規則》進行理算。

RULE OF INTERPRETATION

In the adjustment of general average the following Rules shall apply to the exclusion of any Law and Practice inconsistent therewith.

Except as provided by the Rule Paramount and the numbered Rules, general average shall be adjusted according to the lettered Rules.

RULE PARAMOUNT

In no case shall there be any allowance for sacrifice or expenditure unless reasonably made or incurred.

RULE A

There is a general average act when, and only when, any extraordinary sacrifice or expenditure is intentionally and reasonably made or incurred for the common safety for the purpose of preserving from peril the property involved in a common maritime adventure.

General average sacrifices and expenditures shall be borne by the different contributing interests on the basis hereinafter provided.

RULE B

- 1** There is a common maritime adventure when one or more vessels are towing or pushing another vessel or vessels, provided that they are all involved in commercial activities and not in a salvage operation.

When measures are taken to preserve the vessels and their cargoes, if any, from a common peril, these Rules shall apply.

- 2** A vessel is not in common peril with another vessel or vessels if by simply disconnecting from the other vessel or vessels she is in safety; but if the disconnection is itself a general average act the common maritime adventure continues.

RULE C

- 1** Only such losses, damages or expenses which are the direct consequence of the general average act shall be allowed as general average.

解釋規則

共同海損理算，適用下列規則，凡與這些規則相抵觸的法律和慣例都不適用。

除首要規則和數位規則已有規定者外，共同海損應按字母規則理算

首要規則

犧牲或費用，除合理做出或支付者外，不得受到補償。

規則 A

- 1** 只有在為了共同安全，使同一航程中的財產脫離危險，有意而合理地做出特殊犧牲或支付特殊費用時，才能構成共同海損行爲。
- 2** 共同海損犧牲和費用，應按下列規定，由各分攤方分攤。

規則 B

- 1** 如果船舶拖帶或頂推其他船舶而它們都從事商業活動而不是救助作業，則處於同一航程之中。
- 如果所採取的措施是為了使這些船舶及其貨物(如果有)脫離共同危險，則應適用本規則。
- 2** 如果一艘船舶只要脫離其他船舶便能獲得安全，則同其他船舶不處於共同的危險之中，但如果脫離本身是共同海損行爲，則共同航程繼續存在。

規則 C

- 1** 只有屬於共同海損行爲直接後果的損失或費用，才應作為共同海損。

- 2 In no case shall there be any allowance in general average for losses, damages or expenses incurred in respect of damage to the environment or in consequence of the escape or release of pollutant substances from the property involved in the common maritime adventure.
- 3 Demurrage, loss of market, and any loss or damage sustained or expense incurred by reason of delay, whether on the voyage or subsequently, and any indirect loss whatsoever, shall not be allowed as general average.

RULE D

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, but this shall not prejudice any remedies or defences which may be open against or to that party in respect of such fault.

RULE E

- 1 The onus of proof is upon the party claiming in general average to show that the loss or expense claimed is properly allowable as general average.
- 2 All parties claiming in general average shall give notice in writing to the average adjuster of the loss or expense in respect of which they claim contribution within 12 months of the date of the termination of the common maritime adventure.
- Failing such notification, or if within 12 months of a request for the same any of the parties shall fail to supply evidence in support of a notified claim, or particulars of value in respect of a contributory interest, the average adjuster shall be at liberty to estimate the extent of the allowance or the contributory value on the basis of the information available to him, which estimate may be challenged only on the ground that it is manifestly incorrect.

RULE F

- 2 環境損害或因同一航程中的財產漏出或排放污染物所引起的損失或費用不得認作共同海損。
- 3 不論是在航程中或其後發生的滯期損失、行市損失和任何因遲延所遭受的損失或支付的費用以及任何間接損失都不得認作共同海損。

規則 D

即使引起犧牲或費用的事故，可能是由於航程中某一方的過失所造成的，也不影響要求分攤共同海損的權利，但這不妨礙非過失方與過失方之間就此項過失可能提出的任何索賠或抗辯。

規則 E

- 1 提出共同海損索賠的一方應負舉證責任，證明所索賠的損失或費用應作為共同海損。
- 2 所有提出共同海損索賠的關係方應於共同航程終止後 12 個月內將要求分攤的損失或費用書面通知海損理算師。
- 如不通知或經要求後 12 個月內不提供證據支持所通知的索賠或關於分攤方的價值的詳細材料，則海損理算師可以根據他所掌握的材料估算補償數額或分攤價值。除非估算明顯不正確，否則不得提出異議。

規則 F

Any additional expense incurred in place of another expense, which would have been allowable as general average shall be deemed to be general average and so allowed without regard to the saving, if any, to other interests, but only up to the amount of the general average expense avoided.

RULE G

General average shall be adjusted as regards both loss and contribution upon the basis of values at the time and place when and where the adventure ends.

This rule shall not affect the determination of the place at which the average statement is to be made up.

When a ship is at any port or place in circumstances which would give rise to an allowance in general average under the provisions of Rules X and XI, and the cargo or part thereof is forwarded to destination by other means, rights and liabilities in general average shall, subject to cargo interests being notified if practicable, remain as nearly as possible the same as they would have been in the absence of such forwarding, as if the adventure had continued in the original ship for so long as justifiable under the contract of affreightment and the applicable law.

The proportion attaching to cargo of the allowances made in general average by reason of applying the third paragraph of this Rule shall not exceed the cost which would have been borne by the owners of cargo if the cargo had been forwarded at their expense.

RULE I. JETTISON OF CARGO

No jettison of cargo shall be allowed as general average, unless such cargo is carried in accordance with the recognised custom of the trade.

RULE II LOSS OR DAMAGE BY SACRIFICES FOR THE COMMON SAFETY

凡為代替本可作為共同海損的費用而支付的額外費用，可作為共同海損並受到補償，無須考慮對於其他有關方有無節省，但其數額不得超過被代替的共同海損費用。

規則 G

共同海損損失和分攤的理算，應以航程終止的時間和地點的價值為基礎。

本條規定不影響對編制海損理算書地點的決定。

船舶在任何港口或地點停留，而根據規則 10 和 11 的規定將發生共同海損補償時，如果全部貨物或其中的一部分用其他運輸方式運往目的地並已盡可能通知了貨方，則共同海損的權利和義務，將盡可能地如同沒有此一轉運而是在運輸合同和所適用的法律所許可的時間內可以由原船繼續原航程一樣。

因適用本條第 3 款，認作共同海損補償而由貨物分攤的部分不應超過假如由貨主承擔費用把貨物轉運至目的港所應支付的費用。

規則 1 拋棄貨物

被拋棄的貨物，除非按照公認的海運習慣運送，不得作為共同海損受到補償。

規則 2 為了共同安全做出犧牲所造成的損失

Loss of or damage to the property involved in the common maritime adventure by or in consequence of a sacrifice made for the common safety, and by water which goes down a ship's hatches opened or other opening made for the purpose of making a jettison for the common safety, shall be allowed as general average.

RULE III EXTINGUISHING FIRE ON SHIPBOARD

Damage done to a ship and cargo, or either of them, by water or otherwise, including damage by beaching or scuttling a burning ship, in extinguishing a fire on board the ship, shall be allowed as general average; except that no allowance shall be made for damage by smoke however caused or by heat of the fire.

RULE IV CUTTING AWAY WRECK

Loss or damage sustained by cutting away wreck or parts of the ship which have been previously carried away or are effectively lost by accident shall not be allowed as general average.

RULE V VOLUNTARY STRANDING

When a ship is intentionally run on shore for the common safety, whether or not she might have been driven on shore, the consequent loss or damage to the property involved in the common maritime adventure shall be allowed in general average.

RULE VI SALVAGE REMUNERATION

- a Salvage payments, including interest thereon and legal fees associated with such payments, shall lie where they fall and shall not be allowed in general average, save only that if one party to the salvage shall have paid all or any of the proportion of salvage (including interest and legal fees) due from another party (calculated on the basis of salvaged values and not general average contributory values), the unpaid contribution to salvage due from that other party shall be credited in the adjustment to the party that has paid it, and debited to the party on whose behalf the payment was made.

爲了共同安全做出犧牲或其後果和爲了共同安全進行拋棄而開艙或打洞以致進水，造成共同航程中的財產的損失，應作爲共同海損受到補償。

規則 3 撲滅船上火災

爲了撲滅船上火災，因水或其他原因使船舶、貨物遭受損壞，包括將著火船舶擱淺或鑿沉所造成的損壞，均應作爲共同海損受到補償。但由於煙熏或因火引起熱烤所造成的損壞除外。

規則 4 切除殘餘部分

因切除由於意外事故原已折斷或實際上已經毀損的船舶殘留部分所遭受的損失，不得作爲共同海損受到補償。

規則 5 有意擱淺

船舶無論是否勢必擱淺，如果爲了共同安全有意擱淺，因此所造成的共同航程中的財產的損失應認作共同海損。

規則 6 救助報酬

- a 救助款項，包括所生利息和相關的法律費用，應由付款方自行承擔而不得認入共同海損，除非與救助有關的一方已支付應由另一方承擔的(根據獲救價值而不是按共同海損分攤價值計算的)全部或部分救助費用(包括利息和法律費用)，在理算中，應由另一方支付但該方未付的救助費用應貸記付款方，借記由他方代其付款的一方。

- b** Salvage payments referred to in paragraph (a) above shall include any salvage remuneration in which the skill and efforts of the salvors in preventing or minimising damage to the environment such as is referred to in Article 13 paragraph 1(b) of the International Convention on Salvage 1989 have been taken into account.
- c** Special compensation payable to a salvor by the shipowner under Article 14 of the said Convention to the extent specified in paragraph 4 of that Article or under any other provision similar in substance (such as SCOPIC) shall not be allowed in general average and shall not be considered a salvage payment as referred to in paragraph (a) of this Rule.

b 上述第一段中所指的救助費用應包括 1989 年國際救助公約第 13 條第 1 款(b)所述的考慮到救助人在防止或減輕環境損害中的技藝和努力而付給救助人的任何救助報酬。

c 根據上述公約第 14 條第 4 款或任何其他實質上類似的規定(如 SCOPIC)由船舶所有人付給救助人的特別補償不得認入共同海損，也不被認為是本條第(1)款下的救助報酬。

RULE VII DAMAGE TO MACHINERY AND BOILERS

Damage caused to any machinery and boilers of a ship which is ashore and in a position of peril, in endeavouring to refloat, shall be allowed in general average when shown to have arisen from an actual intention to float the ship for the common safety at the risk of such damage; but where a ship is afloat no loss or damage caused by working the propelling machinery and boilers shall in any circumstances be allowed as general average.

規則 7 機器和鍋爐的損壞

在船舶擱淺並有危險的情況下，如經證明確是爲了共同安全，有意使機器、鍋爐冒受損壞的危險而設法起浮船舶，由此造成任何機器和鍋爐的損壞，應認入共同海損，但船舶在浮動狀態下因使用推進機器和鍋爐所造成的損失，在任何情況下都不得作爲共同海損受到補償。

RULE VIII EXPENSES LIGHTENING A SHIP WHEN ASHORE AND CONSEQUENT DAMAGE

When a ship is ashore and cargo and ship's fuel and stores or any of them are discharged as a general average act, the extra cost of lightening, lighter hire and reshipping (if incurred), and any loss or damage to the property involved in the common maritime adventure in consequence thereof, shall be allowed as general average.

規則 8 減載擱淺船舶所引起的費用和損壞

作爲共同海損行爲而卸下擱淺船舶的貨物、船用燃料和物料時，其減載、租用駁船和重裝(如果發生)的額外費用和由此造成共同航程中的財產的任何減失或損壞，都應認作共同海損。

RULE IX CARGO, SHIP'S MATERIALS AND STORES USED FOR FUEL

Cargo, ship's materials and stores, or any of them, necessarily used for fuel for the common safety at a time of peril shall be allowed as general average, but when such an allowance is made for the cost of ship's materials and stores the general average shall be credited with the estimated cost of the fuel which would otherwise have been consumed in prosecuting the intended voyage.

規則 9 用作燃料的貨物、船用材料和物料

在遭遇危險時，爲了共同安全的需要，用作燃料的貨物、船用材料和物料，應認作共同海損，但船用材料和物料費用受到補償時，爲完成原定航程本應消耗的燃料的估計費用，應從共同海損中扣除。

RULE X EXPENSES AT PORT OF REFUGE, ETC.

a

- (i)** When a ship shall have entered a port or place of refuge or shall have returned to her port or place of loading in consequence of accident, sacrifice or other extraordinary circumstances which render that necessary for the common safety, the expenses of entering such port or place shall be allowed as general average; and when she shall have sailed thence with her original cargo, or a part of it, the corresponding expenses of leaving such port or place consequent upon such entry or return shall likewise be allowed as general average.
- (ii)** When a ship is at any port or place of refuge and is necessarily removed to another port or place of refuge because repairs cannot be carried out in the first port or place, the provisions of this Rule shall be applied to the second port or place of refuge as if it were a port or place of refuge and the cost of such removal including temporary repairs and towage shall be allowed as general average. The provisions of Rule XI shall be applied to the prolongation of the voyage occasioned by such removal.

b

- (i)** The cost of handling on board or discharging cargo, fuel or stores whether at a port or place of loading, call or refuge, shall be allowed as general average, when the handling or discharge was necessary for the common safety or to enable damage to the ship caused by sacrifice or accident to be repaired, if the repairs were necessary for the safe prosecution of the voyage, except in cases where the damage to the ship is discovered at a port or place of loading or call without any accident or other extraordinary circumstances connected with such damage having taken place during the voyage.
- (ii)** The cost of handling on board or discharging cargo, fuel or stores shall not be allowable as general average when incurred solely for the purpose of restowage due to shifting during the voyage, unless such restowage is necessary for the common safety.

規則 10 在避難港等地的費用

a

- (i)** 船舶因遭遇意外事故、犧牲或其他特殊情況，爲了共同安全必須駛入避難港、避難地或駛回裝貨港、裝貨地時，其駛入這種港口或地點的費用，應認作共同海損；其後該船舶裝載原裝貨物或其一部分駛出該港口或地點的相應費用，也應認作共同海損。
- (ii)** 船舶在某一避難港或避難地不能進行修理而需轉移到另一避難港口或地點時，此第二避難港口或地點應視作避難港或避難地適用本條的規定。此項轉移費用，包括臨時修理和拖帶費用，應作爲共同海損。因此項轉移而引起的航程延長，適用規則 11 的規定。

b

- (i)** 在裝貨、停靠或避難港口或地點在船上搬移或卸下貨物、燃料或物料的費用，應認作共同海損，如果這種搬移或卸載是共同安全所必需，或者是爲了使船舶因犧牲或意外事故所造成的損壞得以修理，而且此項修理是安全地完成航程所必需的。但如果船舶的損壞是在裝貨或停靠港口或地點發現的，而且航程中沒有發生過與此項損壞有關的任何意外事故或其他特殊情況，則不在此列。
- (ii)** 只是爲了重新積載在航程中移動的貨物而產生的在船上搬移或卸下貨物、燃料或物料的費用，除非該項重新積載是共同安全所必需的，不得認作共同海損。

c Whenever the cost of handling or discharging cargo, fuel or stores is allowable as general average, the costs of storage, including insurance if reasonably incurred, reloading and stowing of such cargo, fuel or stores shall likewise be allowed as general average. The provisions of Rule XI shall be applied to the extra period of detention occasioned by such reloading or restowing.

But when the ship is condemned or does not proceed on her original voyage, storage expenses shall be allowed as general average only up to the date of the ship's condemnation or of the abandonment of the voyage or up to the date of completion of discharge of cargo if the condemnation or abandonment takes place before that date.

RULE XI. WAGES AND MAINTENANCE OF CREW AND OTHER EXPENSES PUTTING IN TO AND AT A PORT OF REFUGE, ETC.

a Wages and maintenance of master, officers and crew reasonably incurred and fuel and stores consumed during the prolongation of the voyage occasioned by a ship entering a port or place of refuge or returning to her port or place of loading shall be allowed as general average when the expenses of entering such port or place are allowable as general average in accordance with Rule X(a).

b For the purpose of this and the other Rules wages shall include all payments made to or for the benefit of the master, officers and crew, whether such payments be imposed by law upon the shipowners or be made under the terms of articles of employment.

c

c 當貨物、燃料或物料的搬移或卸載費用可認作共同海損時，該貨物、燃料或物料的存儲費，包括合理支付的保險費、重裝費和積載費也應認作共同海損。規則 11 適用於重裝或重新積載所引起的額外停留期間。

但是，如果船舶報廢或不繼續原定航程，認作共同海損的儲存費只應計算至船舶報廢或放棄航程之日為止。如果船舶在卸貨完畢以前報廢或放棄航程，則應計算至卸貨完畢之日為止。

規則 11 駛入和停留在避難港等地的船員工資、給養和其他費用

a 如果船舶駛入避難港、避難地或駛回裝貨港、裝貨地的費用依照規則 10(a)的規定可認作共同海損，則由此而引起的航程延長期間合理產生的船長、高級船員和一般船員的工資、給養和消耗的燃料、物料，也應認作共同海損。

b 本條和其他各條所稱的工資應包括付給船長、高級船員和一般船員或為他們的利益而支付的一切款項，不論這種款項是法律規定由船東支付的或者是根據雇傭條件支付的。

c

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|--|---|
| <p>(i) When a ship shall have entered or been detained in any port or place in consequence of accident, sacrifice or other extraordinary circumstances which render that necessary for the common safety, or to enable damage to the ship caused by sacrifice or accident to be repaired, if the repairs were necessary for the safe prosecution of the voyage, fuel and stores consumed during the extra period of detention in such port or place until the ship shall or should have been made ready to proceed upon her voyage, shall be allowed as general average, except such fuel and stores as are consumed in effecting repairs not allowable in general average.</p> | <p>(i) 由於意外事故、犧牲或其他特殊情況，船舶駛入或停留在任何港口或地點，如果是為了共同安全的需要，或者是為了使船舶因犧牲或意外事故所造成的損壞得以修理，而且此項修理是安全地完成航程所必需的，則在此種港口或地點額外停留期間，直至該船舶完成或應能完成繼續航行的準備工作之時為止所消耗的燃油和物料應認入共同海損，但此燃油和物料中為修理的消耗不能認入共同海損。</p> |
| <p>(ii) Port charges incurred during the extra period of detention shall likewise be allowed as general average except such charges as are incurred solely by reason of repairs not allowable in general average.</p> | <p>(ii) 額外停留期間的港口費用也應認作共同海損，但僅為進行不屬於共同海損的修理而支付的港口費用除外。</p> |
| <p>(iii) Provided that when damage to the ship is discovered at a port or place of loading or call without any accident or other extraordinary circumstance connected with such damage having taken place during the voyage, then fuel and stores consumed and port charges incurred during the extra detention for repairs to damages so discovered shall not be allowable as general average, even if the repairs are necessary for the safe prosecution of the voyage.</p> | <p>(iii) 如果船舶的損壞是在裝貨或停靠港口或地點發現的，而且航程中沒有發生過與此項損壞有關的任何意外事故或其他特殊情況，則在修理上述損壞的額外停留期間所消耗的燃料、物料和港口費用不得認作共同海損，即使這項修理是安全的完成航程所必需的。</p> |
| <p>(iv) When the ship is condemned or does not proceed on her original voyage, fuel and stores consumed and port charges shall be allowed as general average only up to the date of the ship's condemnation or of the abandonment of the voyage or up to the date of completion of discharge of cargo if the condemnation or abandonment takes place before that date.</p> | <p>(iv) 如果船舶報廢或不繼續原定航程，認作共同海損的燃料、物料和港口費用，只應計算至船舶報廢或放棄航程之日為止；如果船舶在卸貨完畢以前報廢或放棄航程，則應計算至卸貨完畢之日為止。</p> |
| <p>d The cost of measures undertaken to prevent or minimise damage to the environment shall be allowed in general average when incurred in any or all of the following circumstances:</p> | <p>d 為了防止或減輕環境損害採取措施的費用，如果是在下列情況下產生的，應認作共同海損；</p> |
| <p>(i) as part of an operation performed for the common safety which, had it been undertaken by a party outside the common maritime adventure, would have entitled such party to a salvage reward;</p> | <p>(i) 作為為了共同安全而採取的措施的一部分，而這種措施假如由同一航程以外的協力廠商所採取，該方本可獲得救助報酬的；</p> |
| <p>(ii) as a condition of entry into or departure from any port or place in the circumstances prescribed in Rule X(a);</p> | <p>(ii) 作為規則 10(a)所述的情況下船舶進入或離開任何港口或地點的條件的；</p> |

- (iii) as a condition of remaining at any port or place in the circumstances prescribed in Rule XI(c), provided that when there is an actual escape or release of pollutant substances the cost of any additional measures required on that account to prevent or minimise pollution or environmental damage shall not be allowed as general average;
- (iv) necessarily in connection with the discharging, storing or reloading of cargo whenever the cost of those operations is allowable as general average.

- (iii) 作為規則 11(c)所述情況下船舶在任何港口或地點停留的條件的。但假如實際已有污染物漏出或排放，則為了防止或減輕污染或環境損害而採取任何額外措施的費用，不得作為共同海損受償；
- (iv) 為了貨物卸載、儲存和重裝的需要，如果這些措施的費用可以認入共同海損。

RULE XII DAMAGE TO CARGO IN DISCHARGING, ETC.

Damage to or loss of cargo, fuel or stores sustained in consequence of their handling, discharging, storing, reloading and stowing shall be allowed as general average, when and only when the cost of those measures respectively is allowed as general average.

規則 12 貨物在卸載等過程中遭受的損壞

只有當搬移、卸載、儲存、重裝和積載貨物、燃料或物料的費用可認作共同海損時，由於各該措施的後果而使貨物、燃料或物料所遭受的損失才應作為共同海損受到補償。

RULE XIII DEDUCTIONS FROM COST OF REPAIRS

- a Repairs to be allowed in general average shall not be subject to deductions in respect of "new for old" where old material or parts are replaced by new unless the ship is over fifteen years old in which case there shall be a deduction of one third. The deductions shall be regulated by the age of the ship from the 31st December of the year of completion of construction to the date of the general average act, except for insulation, life and similar boats, communications and navigational apparatus and equipment, machinery and boilers for which the deductions shall be regulated by the age of the particular parts to which they apply.
- b The deductions shall be made only from the cost of the new material or parts when finished and ready to be installed in the ship. No deduction shall be made in respect of provisions, stores, anchors and chain cables. Drydock and slipway dues and costs of shifting the ship shall be allowed in full.
- c The costs of cleaning, painting or coating of bottom shall not be allowed in general average unless the bottom has been painted or coated within the twelve months preceding the date of the general average act in which case one half of such costs shall be allowed.

規則 13 修理費用的扣減

- a 用新材料或新部件更換舊材料或舊部件時，如果船齡不超過十五年，列入共同海損的修理費用，不作“以新換舊”的扣減，否則應扣減三分之一。是否扣減，應按船齡確定，船齡是從船舶建成之年的十二月三十一日起計算至共同海損行為發生之日為止。但絕緣材料、救生艇和類似小艇、通訊和航海儀器和設備、機器和鍋爐應按各自使用的年數確定。
- b 扣減應只從新材料或新部件製成並準備安裝到船上時的價值扣減。供應品、物料、錨和錨鏈不作扣減。乾塢費、船臺費和移泊費應全部認入共同海損。
- c 船底刷洗、油漆或塗層的費用不應列入共同海損，但如在共同海損行為發生之日以前十二月內曾經油漆或塗層，則油漆或塗層費用的半數應作為共同海損。

RULE XIV TEMPORARY REPAIRS

- a** Where temporary repairs are effected to a ship at a port of loading, call or refuge, for the common safety, or of damage caused by general average sacrifice, the cost of such repairs shall be allowed as general average.
- b** Where temporary repairs of accidental damage are effected in order to enable the adventure to be completed, the cost of such repairs shall be allowed as general average without regard to the saving, if any, to other interests, but only up to the saving in expense which would have been incurred and allowed in general average if such repairs had not been effected there. Provided that for the purposes of this paragraph only, the cost of temporary repairs falling for consideration shall be limited to the extent that the cost of temporary repairs effected at the port of loading, call or refuge, together with either the cost of permanent repairs eventually effected or, if unrepaired at the time of the adjustment, the reasonable depreciation in the value of the vessel at the completion of the voyage. exceeds the cost of permanent repairs had they been effected at the port of loading, call or refuge.
- c** No deductions "new for old" shall be made from the cost of temporary repairs allowable as general average.

RULE XV LOSS OF FREIGHT

Loss of freight arising from damage to or loss of cargo shall be allowed as general average, either when caused by a general average act, or when the damage to or loss of cargo is so allowed.

Deduction shall be made from the amount of gross freight lost, of the charges which the owner thereof would have incurred to earn such freight, but has, in consequence of the sacrifice, not incurred.

RULE XVI AMOUNT TO BE ALLOWED FOR CARGO LOST OR DAMAGED BY SACRIFICE

規則 14 臨時修理

- a** 如果船舶爲了共同安全或對共同海損犧牲所造成的損壞在裝貨、停靠或避難港進行臨時修理，此項修理費用應認入共同海損。
- b** 如果爲了完成航程而對意外損壞進行臨時修理，則無需考慮對於其他方有無節省，此項修理費用應認作共同海損，但其數額應以因此所節省的如不在該港進行臨時修理本應支付並認入共同海損的費用爲限。但就本段而言，需要考慮的臨時修理費用，應以在裝貨港、停靠港或避難港進行臨時修理的費用與最終進行永久修理的費用之和，或如在理算時未進行修理，則與航程完成時船舶的合理貶值之和超過假如在裝貨港、停靠港或避難港進行永久修理所需費用的數額爲限。
- c** 可作爲共同海損的臨時修理費用，不應作“以新換舊”的扣減。

規則 15 運費損失

如果貨物的損失是共同海損行爲造成的，或者已作爲共同海損受到補償，則由於貨物損失所引起的運費損失，也應作爲共同海損受到補償。

損失的運費總額應扣減其所有人爲賺得此項運費本應支付但由於犧牲而無須支付的費用。

規則 16 貨物因犧牲所受損失的補償數額

- a The amount to be allowed as general average for damage to or loss of cargo sacrificed shall be the loss which has been sustained thereby based on the value at the time of discharge, ascertained from the commercial invoice rendered to the receiver or if there is no such invoice from the shipped value. The value at the time of discharge shall include the cost of insurance and freight except insofar as such freight is at the risk of interests other than the cargo.
- b When cargo so damaged is sold and the amount of the damage has not been otherwise agreed, the loss to be allowed in general average shall be the difference between the net proceeds of sale and the net sound value as computed in the first paragraph of this Rule.

RULE XVII CONTRIBUTORY VALUES

- a
 - (i) The contribution to a general average shall be made upon the actual net values of the property at the termination of the adventure except that the value of cargo shall be the value at the time of discharge, ascertained from the commercial invoice rendered to the receiver or if there is no such invoice from the shipped value.
 - (ii) The value of the cargo shall include the cost of insurance and freight unless and insofar as such freight is at the risk of interests other than the cargo, deducting therefrom any loss or damage suffered by the cargo prior to or at the time of discharge.
 - (iii) The value of the ship shall be assessed without taking into account the beneficial or detrimental effect of any demise or time charterparty to which the ship may be committed.

- a 犧牲的貨物，作為共同海損受到補償的數額，應是以其在卸貨時的價值為基礎計算出的損失。此項價值應根據送交收貨人的商業發票確定；如果沒有此項發票，則應根據裝運價值確定。貨物在卸貨時的價值應包括保險費和運費，但不由貨方承擔風險的運費除外。
- b 如果受損貨物已經出售，而其損失數額未經另行議定，則作為共同海損受到補償的數額，應根據出售淨得數額與按照本條第一款計算的完好淨值之間的差額確定。

規則 17 分攤價值

- a
 - (i) 共同海損的分攤，應以航程終止時財產的實際淨值為基礎，但貨物應以卸貨時的價值為基礎，此項價值應根據送交收貨人的商業發票確定；如果沒有此項發票，則應根據裝運價值確定。
 - (ii) 貨物的價值應包括保險費和運費(但不由貨方承擔風險的運費除外)，並扣減卸貨前和卸貨時所遭受的損失。
 - (iii) 確定船舶的價值時，無須考慮該船因訂有光船或定期租船契約而產生的有利或不利影響。

- b** To these values shall be added the amount allowed as general average for property sacrificed, if not already included, deduction being made from the freight and passage money at risk of such charges and crew's wages as would not have been incurred in earning the freight had the ship and cargo been totally lost at the date of the general average act and have not been allowed as general average; deduction being also made from the value of the property of all extra charges incurred in respect thereof subsequently to the general average act, except such charges as are allowed in general average or fall upon the ship by virtue of an award for special compensation under Art. 14 of the International Convention on Salvage, 1989 or under any other provision similar in substance.
- c** In the circumstances envisaged in the third paragraph of Rule G, the cargo and other property shall contribute on the basis of its value upon delivery at original destination unless sold or otherwise disposed of short of that destination, and the ship shall contribute upon its actual net value at the time of completion of discharge of cargo.
- d** Where cargo is sold short of destination, however, it shall contribute upon the actual net proceeds of sale, with the addition of any amount allowed as general average.
- e** Mails, passengers' luggage, personal effects and accompanied private motor vehicles shall not contribute to general average.

**RULE XVIII
DAMAGE TO SHIP**

The amount to be allowed as general average for damage or loss to the ship, her machinery and/or gear caused by a general average act shall be as follows:

- a** When repaired or replaced, The actual reasonable cost of repairing or replacing such damage or loss, subject to deductions in accordance with Rule XIII;

- b** 上述價值如果沒有包括犧牲的財產作為共同海損受到補償的數額，則應加上這一數額。有風險的客、貨運費，應扣減假如船舶和貨物在共同海損行為發生之日全部損失就無須為賺得該項費用而支付的、不屬於共同海損的費用和船員工資。財產價值還應扣減在共同海損行為發生以後所支付的一切額外費用，但已作為共同海損的費用或根據 1989 年國際救助公約第 14 條或任何其他實質上類似的規定裁決應由船舶承擔的特別補償除外。
- c** 在規則 G 第三款所述的情況下，貨物和其他財產，除非在運達目的地以前售出或另作處理，應以其在原目的地交貨時的價值為基礎參加分攤；船舶則應以其在卸貨完畢時的實際淨值參加分攤。
- d** 如果貨物在運達目的地以前出售，應按出售淨得的數額加上作為共同海損受到補償的數額參加分攤。
- e** 郵件、旅客行李、私人物品和隨帶的機動車輛，不參加共同海損分攤。

規則 18 船舶損壞

共同海損行為造成的船舶、機器和船具的損失，應作為共同海損的數額如下：

- a** 如已經修理或更換，按該項損失的修理或更換的實際合理費用，並根據規則十三的規定進行扣減。

b When not repaired or replaced, The reasonable depreciation arising from such damage or loss, but not exceeding the estimated cost of repairs. But where the ship is an actual total loss or when the cost of repairs of the damage would exceed the value of the ship when repaired, the amount to be allowed as general average shall be the difference between the estimated sound value of the ship after deducting therefrom the estimated cost of repairing damage which is not general average and the value of the ship in her damaged state which may be measured by the net proceeds of sale, if any.

RULE XIX UNDECLARED OR WRONGFULLY DECLARED CARGO

a Damage or loss caused to goods loaded without the knowledge of the shipowner or his agent or to goods wilfully misdescribed at time of shipment shall not be allowed as general average, but such goods shall remain liable to contribute, if saved.

b Damage or loss caused to goods which have been wrongfully declared on shipment at a value which is lower than their real value shall be contributed for at the declared value, but such goods shall contribute upon their actual value.

RULE XX PROVISION OF FUNDS

a The capital loss sustained by the owners of goods sold for the purpose of raising funds to defray general average disbursements shall be allowed in general average.

b The cost of insuring average disbursements shall also be allowed in general average.

RULE XXI INTEREST ON LOSSES ALLOWED IN GENERAL AVERAGE

a Interest shall be allowed on expenditure, sacrifices and allowances in general average until three months after the date of issue of the general average adjustment, due allowance being made for any payment on account by the contributory interests or from the general average deposit fund.

b 如未經修理或更換，按該項損失引起的合理貶值，但不得超過估計的修理費用。如船舶遭受實際全損或修理費用超過修復後的船舶價值，則作為共同海損的數額應為該船的估計完好價值減去不屬於共同海損的損失的估計修理費用和船舶在受損狀態下的價值(如果售出則為出售淨得)的餘額。

規則 19 未經申報或申報不實的貨物

a 未通知船舶所有人或其代理人而裝載的貨物或裝運時故意謊報的貨物所遭受的損失，不得作為共同海損。但此項貨物如果獲救，仍有參加共同海損分攤的責任。

b 裝運時不正當地以低於實際價值申報的貨物遭受損失時，應按申報價值受到補償，但應按實際價值參加分攤。

規則 20 提供的款項

a 為籌款支付共同海損費用而變賣貨物致使貨主遭受的資本損失，均應認入共同海損。

b 共同海損費用墊款的保險費，也應作為共同海損。

規則 21 共同海損利息

a 對於共同海損費用、犧牲和受補償專案，應給予年利率百分之七的利息，計算至共同海損理算書發出日後三個月之日止；對由各分攤方預付或從共同海損保證金內先行撥付的一切款，也應給予利息。

b Each year the Assembly of the Comité Maritime International shall decide the rate of interest which shall apply. This rate shall be used for calculating interest accruing during the following calendar year.

b 國際海事委員會每年將決定將適用的年利率。該年利率用於計算下一年度的利息。

RULE XXII TREATMENT OF CASH DEPOSITS

Where cash deposits have been collected in respect of cargo's liability for general average, salvage or special charges such deposits shall be paid without any delay into a special account in the joint names of a representative nominated on behalf of the shipowner and a representative nominated on behalf of the depositors in a bank to be approved by both. The sum so deposited together with accrued interest, if any, shall be held as security for payment to the parties entitled thereto of the general average, salvage or special charges payable by cargo in respect of which the deposits have been collected. Payments on account or refunds of deposits may be made if certified to in writing by the average adjuster. Such deposits and payments or refunds shall be without prejudice to the ultimate liability of the parties.

規則 22 保證金的處理

如果就貨物應負擔的共同海損、救助或特殊費用收取了保證金，此項保證金應以船舶所有人和保證金交付者所分別指定的代表的聯合名義，立即存入經雙方認可的銀行的特別帳戶。此項存款連同可能產生的利息，作為有關貨方向應收回上述費用的有關方的擔保。如經理算師書面證明，可用保證金進行預付或將保證金退還。保證金的提供、支用或退還不影響各有關方的最後責任。

RULE XXIII TIME BAR FOR CONTRIBUTIONS TO GENERAL AVERAGE

- a** Subject always to any mandatory rule on time limitation contained in any applicable law:
- (i)** Any rights to general average contribution, including any rights to claim under general average bonds and guarantees, shall be extinguished unless an action is brought by the party claiming such contribution within a period of one year after the date upon which the general average adjustment was issued. However, in no case shall such an action be brought after six years from the date of the termination of the common maritime adventure.
- (ii)** These periods may be extended if the parties so agree after the termination of the common maritime adventure.
- b** This Rule shall not apply as between the parties to the general average and their respective insurers.

規則 23 共同海損分攤的時效

- a** 在服從所適用的法律中任何關於時效的強制性規定的前提下：
- (i)** 除非要求共同海損分攤的一方在共同海損理算書作出後一年內提起訴訟，要求共同海損分攤的權利，包括基於共同海損保證書和擔保函的索賠權歸於消滅。但是，共同航程結束之日起六年後將不得提起訴訟。
- (ii)** 如果共同航程結束後有關方同意，上述期限可以延長。
- b** 本條不適用於共同海損的有關方同各自的保險人之間。