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.

Article 13

Article 20

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

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 pilt2c0/Lith the207bsolp.14( )]TJETQ0.000008871 0 595.32 841.92 re

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

short of such expenses, the carrier is entitled to claim the difference from the shipper, whereas any

Where the shipowner has suffered losses as a result of the failure of the charterer in providing the

transport shall be applicable to matters concerning the liability of the multimodal transport operator

such cost of transport is included in the fare. However, the period of c(r)3(iagwe)6( )-89do(e)4so include tho

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Article 115, 116 and 117 of thisLaw if such servant or agent proves that his act or omission was within the scope of his employment or agency.

Article 121 Where the performance of the

Article 134

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.

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 as otherwise provided for in the towage contract, the party that has jointly and severally paid a compensation in an amount exceeding the proportion for which it is liable shall have the right of recourse against the other party.

Article 164 Where a tugowner towing a barge owned or operated by him to transport goods by sea

dispute has been submitted for arbitration upon the agreement of the parties, under any of the following circumstances:

(1) The contract has been entered into under undue influence or the influence of danger and its terms are obviously inequitable;

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

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

(1) Carry out the salvage operation with due care;

(2) Exe

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

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

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

(10) State of readiness and efficiency of the salvors' equipment and the value thereof.

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

Article 181

(3) 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.

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

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

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

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.

The provision, use and refund of the deposits shall be without prejudice to the ultimate liability a de TJETQ0.000

between the ports of the People's Republic of China 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.

Article 212 The limitation of liability under Article 210 and 211 of thisLaw shall apply to the aggregate of all claims that may arise on any given occasion against shipowners and salvors themselves, and any person

insured amount shall not exceed the insured value. Where the insured amount exceeds the insured value, the portion in excess shall be null and void.

Section 2 Conclusion, Termination and Assignment of Contract

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 agrees on the terms and conditions of the insurance. The insurer shall is2 reW*ne wo(th)-56(the)-57(in)-11(sured)8( )-59

exceed the loss value of the subject matter insured. The liability of each insurer shall be in proportion to that which the amount he insured bears to the total of the amounts insured by all insurers. 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.

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.

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.

Where the insurance contract provides that the contract may be terminated after the commencement of the liability, and the insured demands the termination of the contract, the insurer shall have the right to the premium payable from the day of the commencement of the insurance liability to the day of termination of the contract and refund the remaining portion. If it is the insurer who demands the termination of the contract, the unexpired premium from the day of the termination of the contract to the day of the expiration of the period of insurance shall be refunded to the insured.

Article 232

Article 240 The insurer shall pay, in addition to the indemnification to be paid with regard to the

exceed the insured val9u it

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aa, or theexes b(e)4 incurrre7(d)-59(fore)6 (a)4voiding the(a)4( )-619(a)4(c)4tual loss plus tat forefore hed

this Chapter shall not jeopardize the public interests of the People's Republic of China.

CHAPTER XV SUPPLEMENTARY PROVISIONS