川渝自贸区法院

国际物流纠纷十大典型案例

二〇二四年十一月

Sichuan and Chongqing Pilot Free Trade Zone Primary People's Court

Top Ten Typical Cases in International Logistics

November, 2024

目　录

Content

案例一：

明晰铁路提单转让性质及规则 助推国际陆上贸易规则建立

——F公司与Z公司等物权纠纷案

基本案情

2019年2月28日，被告Z公司作为货运代理人、第三人W公司作为融资担保方、第三人Y公司作为进口商签订了《铁路提单汽车进口业务合作协议》（以下简称三方协议）。三方约定，Y公司从中国境外采购进口货物，并与境外供应商约定采用本协议约定的国际结算方式予以结算，以铁路提单作为结算方式项下的单证及提货凭证；Z公司接受Y公司委托为货物进口提供全程一体化货运代理服务，同时提供代办保险、报关清关、分拨转运等服务，接受W公司委托提供仓储保管服务；Z公司在接收进口货物并经Y公司、W公司共同确认货物情况后，向境外供应商签发铁路提单，接受实际承运人向其签发的铁路运单，并保证向铁路提单持有人交付货物。三方还将铁路提单定义为有别于传统国际铁路联运运单及运输合同之单证，是经三方共同约定的，由货运代理人签发的、证明货物已由货运代理人接收或装车、运输到目的口岸并保证据以交付货物的单证，该单证系无争议地排他性提取货物的提货凭证。协议附件中约定，货运代理服务费用待每票货物按W公司、Y公司要求操作完毕、交接完成后结算；仓储服务费用采取月结方式，并约定了两种费用的对账及开具发票程序。

2019年5月1日，Y公司、W公司与Z公司共同明确本次运输的两辆轿车的品牌及车架号，贸易术语为EXW，Z公司承

担货运代理/保管责任期间为Duren-Duesseldorf货交Z公司至Z公司货交Y公司。Z公司依约在境外接收进口货物，于2019年5月10日向出口商签发编号为GT00006043铁路提单。该提单正面载明，托运人为YS公司（IMSA GmbH），指示人为W公司，通知人为Y公司；签发地点为杜伦。还载明“除非另有说明，已接收如下所述的外表状况良好的货物。承运人依照本提单条款的规定：（1）负责履行或设法履行货物从接管地至本提单指定的交付地的全程运输及（2）承担本提单所规定的运输责任。提取货物时应交出经背书的一份正本提单。接受本提单者兹明白表示接受并同意本提单及背面所载一切印刷、书写或打印的规定、免责事项条件。”签字和盖章处盖有“Z公司签单专用章”。该提单背面没有印刷、书写或打印的规定。

铁路提单流转至国内后，Y公司与F公司于2019年6月24日签订《IMSA车辆销售合同》，约定铁路提单的交付视为车辆的交付，并将经出口商和W公司背书的铁路提单交付给F公司。2019年6月26日，F公司持铁路提单向Z公司要求提货，被Z公司拒绝。

另查明，Z公司的经营范围包括无船承运人业务。Y公司与Z公司的员工对于本次运输的货运代理费进行了对账，Z公司已向Y公司开具了发票。

原告F公司提起诉讼请求，确认其享有GT00006043号铁路提单项下车辆的所有权；判令Z公司向F公司交付铁路提单项下车辆。被告Z公司认为其合同相对方是第三人Y公司，Y公司未在铁路提单上背书或作出明确指示，其没有义务向F公司交付货物。且运费尚未支付完毕，其有权依法行使留置

权。第三人W公司则认为，其为Y公司向办理进口托收押汇的银行提供担保，Y公司向银行付清费用后，其担保责任解除，已将铁路提单背书后交付Y公司，其义务已经履行完毕。

裁判结果

重庆自由贸易试验区人民法院经审理认为，铁路提单是市场主体在依托中欧班列开展国际货物运输及国际贸易中签发，以满足陆上贸易融资需求，提升陆上贸易交易效率的创新单证，是“一带一路”陆上贸易发展到一定阶段的实践产物。人民法院应当尊重当事人意思自治，依法支持商业实践的创新做法，既应将其置于现行法律之下进行审查，确保其不违反法律、行政法规的强制性规定，不损害社会公共利益，又要注意维护交易安全。

在货物运输过程中，货物的权利主体与占有主体相分离，本案各方当事人通过约定使用或受让铁路提单的方式，预先确认或认可了一种特殊的交付规则，即，将返还原物请求权与铁路提单对应起来，由缔约承运人签发铁路提单并作出以此为据以交付货物单据的承诺，铁路提单持有人背书或交付铁路提单的行为则视为转让其享有的返还原物请求权。这种预设的规则符合物权法关于指示交付的规定。F公司受领铁路提单，享有铁路提单项下车辆的提货请求权，应视为Y公司完成了车辆交付。但F公司是否因受领交付而取得物权以及取得何种类型的物权，取决于其所依据的基础法律关系。F公司与Y公司签订的是车辆买卖合同，目的是转移车辆的所有权，因此，F公司要求确认其享有案涉车辆所有权的诉讼请求，应予支持。

案涉铁路提单载明凭W公司指示，现指示人W公司已经

作了背书，并将案涉铁路提单交付给Y公司，Y公司又基于买卖合同将经W公司背书的铁路提单交付给F公司。结合W公司、Y公司均为三方协议合同相对方的事实，该二者以及Z公司明确认可铁路提单为唯一提货凭证。因此，前述背书及交付行为足以说明了二者的真实意思是将铁路提单所对应的提货请求权予以转让。

法院据此判决：一、确认原告F公司享有GT00006043号铁路提单项下车辆的所有权；二、被告Z公司判决生效之日立即向F公司交付GT00006043号铁路提单项下的车辆。判决作出后，各方当事人均未提出上诉。

典型意义

本案系涉及铁路提单的第一案，其确立的裁判规则对于今后涉铁路提单的案件均具有指导意义。

铁路提单是产生于中欧班列（重庆）运行过程中的新生事物，基于这一新生事物所展开的凭单提货、交易、融资也是陆上贸易的新型经营模式。铁路提单及相关经营模式是否能够得到法律上的肯定与支持，关系到陆上贸易规则的构建，进而影响到陆上运输及贸易的发展。本案首先阐明了铁路提单的产生背景为市场主体在依托中欧班列开展国际货物运输及国际贸易中签发，以满足陆上贸易融资需求，提升陆上贸易交易效率的创新单证，是“一带一路”陆上贸易发展到一定阶段的实践产物。在承认这一历史背景的基础上，明确了既要尊重当事人意思自治又要考虑交易安全的审理思路。依法支持商业实践的创新做法，将其置于现行法律之下进行审查，确保其不违反法律、行政法规的强制性规定，不损害社会公共利益，又注意维护交易安全。这一审理思路为

解决商业实践中新生事物伴生的法律问题提供了一定的指引。

铁路提单及相关经营模式是否能够得到法律上的肯定与支持，核心在于交付铁路提单的法律效力，但是无论是国际条约还是国内法均无对铁路提单的直接规定，更无对相关行为效力的认定。本案从物权法指示交付的理论出发，创新性的认为各方当事人在国际铁路货物运输过程中，约定缔约承运人签发铁路提单，并承诺持有人具有提货请求权，是预先设定了一种特殊的交付规则，不违反法律、法规强制性规定和社会公共利益，该约定合法、有效。铁路提单的背书或交付应当视为提货请求权的转让，属于指示交付，铁路提单持有人可以持铁路提单提取货物。同时，本判决虽认为本案的证据能够说明将提货请求权转让是当事人的真实意思表示，但是仍然特别指出，法院虽对国际铁路货物运输参与各方在法律框架内商业创新予以尊重，但是仍保持必要的审慎态度，出于交易安全的考虑，倡导交易各方均应在铁路提单上背书，以保证背书真实的反映交易的全过程，使货物交付始终能够通过铁路提单流转来完成并确保其安全性。本案的裁判规则，不仅明确了交付铁路提单的法律效力，还明确了铁路提单的流转规则。前述两个问题均为铁路提单相关商业实践运行过程中最基础的问题，对于厘清涉铁路提单各方当事人之间的关系、相关行为的法律效果均具有重要意义。

案例二：

准确定性电商平台规则　规范平台电商交易行为

——W公司与李某国际运输合同纠纷案

基本案情

原告W公司与被告李某通过微信约定，将后者的宠物猫从中国重庆运送至英国伦敦，全程包干运费2.5万元。李某通过该公司淘宝店铺下单，并按约支付运费。因该公司原因，宠物猫迟延2天送达。李某就该订单七次申请退款，均勾选淘宝网设置的“快递一直未送到”“宠物活体传染性疾病/死亡”两项原因，该公司均在规定时限内响应申请，拒绝退款。该公司未在李某第八次提交退款申请之日起72小时内响应退款申请，按淘宝网“72小时未处理退款申请默认退款规则”，淘宝网平台将订单项下全部运费退还至李某账户。该公司遂诉至法院，请求判令李某向其支付2.5万元宠物运费及资金占用利息。

裁判结果

重庆自由贸易试验区人民法院经审理认为，本案所涉淘宝网默认退款规则系格式条款。在该条款并未显失公平，且通过电商平台交易的双方未明确对该条款提出修改的情况下，该格式条款系有效条款，应纳入双方运输合同内容。平台规则已经作为合同内容，那么其平台规则的解释即属于合同解释的一部分。李某申请退款所依据的事实，仅是承运人的一般违约与瑕疵履行，不符合“只有承运人违约行为达到可

要求解除合同的严重程度,托运人方可申请全额退款”这一淘宝默认退款规则设置目的，且李某勾选的退款理由并非事实，即便其后该公司未在72小时内响应退款申请，亦不能触发该退款规则的适用。法院基于原告存在瑕疵履行，判决李某支付W公司运费1.8万元并驳回该公司其他诉讼请求。

典型意义

本案是人民法院准确解释电商平台格式条款，规范电商平台内交易主体行为的典型案例。电商平台交易规则是平台单方制定，旨在规范网络交易参与各方主体权利义务、提高交易效能的格式条款。本案通过目的解释方法，对电商平台默认退款规则的设置目的进行准确界定，再判定电商平台内交易双方申请退款、未在规定时限内响应申请的意思表示是否真实，确定该规则的适用条件，平衡各方利益。本案对于全面、准确理解与适用网络交易规则，规范网络秩序，推动电子商务市场的有序、健康发展，具有借鉴意义。

案例三：

分别适用准据法 准确认定集装箱运输货损责任

—R公司与YL公司等保险人代位求偿权纠纷案

基本案情

2020年12月，W公司、YL公司签订《国际货运代理协议》，前者委托后者采用铁路集装箱通过中欧班列将案涉麦麸颗粒从哈萨克斯坦阿拉木图运输至中国重庆。R公司为案涉麦麸颗粒提供陆运一切险保险。2021年5月，收货方W公司在卸货时发现多个集装箱破漏并渗水，导致货物受潮霉变。保险事故发生后，经公估机构现场查勘，核定案涉麦麸颗粒按照全损处理。R公司于2021年9月10日向W公司赔付266310元保险款并取得受损货物权益，实际赔付成本为160710.1元。R公司认为其支付保险赔偿款后取得追偿权。YL公司未按照约定将货物完好运输到目的地，应当承担赔偿责任。YW公司、Z公司作为该批麦麸颗粒国际铁路运输过程中的承运人，应在各自责任范围内承担相应比例的责任。

裁判结果

重庆自由贸易试验区人民法院经审理认为，本案涉及多重法律关系应根据合同性质分别适用准据法。保险事故发生后，R公司履行了保险合同项下的赔付义务，该公司有权行使代位求偿权。W公司与YL公司形成货运代理合同关系，某YL公司根据协议负有提供清洁集装箱的义务，交付集装箱时需签署集装箱设备交接单。现案涉麦麸颗粒在运输过程中受潮、霉变，且现场查勘显示案涉多个集装箱上存在破损、孔

洞，YL公司并未提供集装箱设备交接单等证据证明其交付用以运输的集装箱系清洁集装箱，应承担相应的损失赔偿责任。法院据此判决YL公司支付R公司损失及资金占用利息。

典型意义

本案是涉及中欧班列集装箱运输货损赔偿责任认定的典型案件。中欧班列运输途经“一带一路”沿线多个国家，涉及运输、仓储、保险等多重法律关系，应根据不同法律关系确定准据法。本案中，人民法院查明货损并非不可抗力因素而是集装箱破损漏水所致，进而根据货运代理协议等合同，确定集装箱提供、吊装、运输等各个环节中，货运代理公司、托运人、铁路等各方的权利义务。货运代理协议明确约定货运代理公司负有提供清洁集装箱的责任，在其无证据证明提供的系清洁集装箱的情形下，人民法院认定货运代理公司对货损承担赔偿责任。本案明晰了陆上贸易过程中集装箱运输货损的认定，有助于进一步厘清与陆上贸易运输相关的规则，促进我国与“一带一路”沿线国家、地区的互联互通和经贸合作。

案例四：

厘清国际货运提单主体，确定合同实际履行情况

——O 公司与 D 公司、罗某货运代理合同纠纷

基本案情

O公司与D公司在疫情期间签订了《国际货运代理协议书》，约定由O公司根据D公司的要求办理中国到法国货物的进出口运输、报关、仓储等相关服务，双方约定了费用的结算、逾期付款违约责任及律师费的承担。O公司根据D公司的要求从中国的港口通过多种运输方式向法国、德国等地运送货物。后经双方结算，D公司出具了《付款承诺书》，罗某作为担保人承担连带保证责任，因D公司未支付相应的费用，O公司起诉要求D公司支付费用并承担相应的违约责任,并要求罗某承担连带担保责任。D公司和罗某则认为根据国际货运提单载明的内容，双方并非《国际货运代理协议书》的主体，O公司应当按照国际货运提单载明的主体主张权利，故拒绝支付费用。

裁判结果

重庆自由贸易试验区人民法院经审理认为，本案涉及国际货物运输，具有涉外因素，双方均同意适用中国法律，故本案适用中国法律。运单显示运送人并非O公司，收货人也并非D公司,但运单显示的内容与D公司出具的《付款承诺书》中载明的明细表内容一致，表明D公司通过《付款承诺书》对运单已经进行了确认，且运单上载明的时间在《国际货运代理协议》有效期内，也符合《国际货运代理协议》的约定，故O公司与D公司的主体适格，D公司和罗某将应以运单载明

的主体为当事人、O公司未实际履行《国际货运代理协议》作为抗辩O公司不是适格主体的意见，不应予以采纳，故判决D公司支付O公司运费及逾期付款违约金、律师费，罗某承担连带清偿责任。D公司不服，提出上诉，在上诉过程中，D公司申请撤回上诉，重庆市第一中级人民法院准许D公司撤回上诉。

典型意义

本案是准确认定国际货运代理合同是否实际履行的典型案件。国际货物运输涉及包装、运输方式选择、报关、仓储、交付等诸多环节，国际贸易主体在进行国际贸易时往往选择专业的国际货运代理公司提供一揽子服务，包括国际贸易政策、运输法律法规等方面咨询、最优运输方案、货物通关、仓储服务等。国际货运代理合同中双方亦常常约定货运代理公司可直接履行，也可通过第三人代为履行合同约定的义务。在实践中，当运输凭证等单据上显示的主体并非委托人或货运代理公司时，双方通常对于国际货运代理公司是否实际履行合同义务产生争议。本案依据合同约定的履行期间、委托人在相关文件确认的运输单证编号、合同履行惯例等因素综合认定合同已经实际履行，对同类案件具有参考意义。

案例五：

准确适用国际条约　兼顾当事人意思自治

——胡某诉H公司航空旅客运输合同纠纷案

基本案情

2019年10月1日，胡某拟搭乘某航空控股股份有限公司（以下简称H公司）名下XX航班从意大利罗马飞往中国重庆，该航班未准点起飞。H公司在延误期间提供了餐食和休息区供旅客等待。2019年10月8日，H公司客服人员向胡某来电称，本次航班延误满足了欧盟261号条例规定的4个小时以上、3500公里航程以上的条件，H公司可以赔偿每人600欧元，折算成人民币约为4693元，要求按照4693元申请补偿。胡某在电话中表示同意。客服人员告知胡某后续会发送短信到其手机上，并说明申请赔偿的流程。2019年10月9日，H公司向胡某出具《不正常航班证明》，证明案涉航班因飞机故障影响，导致航班延误逾七小时。同日，H公司向胡某手机发送短信，载明“您好！关于您2019-10-01的XX航班的补偿申请我司正在处理，请通过下边的链接补充相关申请材料：……。”随后，胡某按照链接的要求上传了身份证件，委托书等。H公司并未支付赔偿金。胡某遂诉至法院，请求H公司按照欧盟261号条例规定的标准赔偿4693元及资金占用损失。H公司辩称，本案不应按欧盟261号条例进行延误赔偿，应按照该航空公司运输总条件作为赔偿依据。

裁判结果

重庆自由贸易试验区人民法院经审理认为，本案所涉航

班从意大利飞往中国，应优先适用国际条约。案涉国际航空运输合同同时属于华沙公约、海牙议定书以及蒙特利尔公约适用范围，按照蒙特利尔公约第五十五条规定，该公约应优先于其他条约适用。虽该公约不允许当事人通过意思自治排除其适用，但允许当事人在公约规定的额度内对延误赔偿金额进行约定。本案当事人约定以欧盟261号条例作为赔偿标准，应视为双方对合同内容协商一致。故法院判决被告H公司向原告胡某支付航班延误赔偿金4693元，并驳回胡某其他诉讼请求。宣判后，H公司不服一审判决，提起上诉，后申请撤回上诉，二审裁定准予H公司撤回上诉。

典型意义

本案是确立不同国际条约之间适用规则，理清国际条约强制适用与当事人意思自治关系的涉外典型案件。随着国际市场商品交易与人员交往日益交融，对我国涉外民事法律适用提出了更高要求和挑战。为明确严格履行国际条约义务，本案在明确国际条约与国内法适用顺序的基础上，依据国际条约本身规定的冲突规则，进一步明确调整同类法律关系的多个国际条约之间的适用规则，阐明对强制适用的国际条约未明确规定的内容，允许当事人进行约定，理清了国际条约强制适用与当事人意思自治的关系，有利于促进涉外贸易依法有序开展。

案例六：

认定跨境大宗货物中约定的“国标”适用标准
明确中欧班列跨境大宗货物交易规则

——S公司诉W公司买卖合同纠纷案

基本案情

S公司系四川自贸区青白江铁路港内专门从事大宗货物贸易的企业，W公司系一家专门从事俄罗斯木材贸易的大型跨境公司。2019年5月14日，双方签订《采购合同》，约定S公司向W公司购买100个火车集装箱俄罗斯进口木材。合同履行中，S公司先后向W公司支付了货款500余万元，并接收了第一列51个集装箱木材。买方S公司以卖方W公司逾期交货，且货物存在严重质量问题等为由，向法院提出解除案涉合同、支付违约金、退还预付款等诉请。诉讼中，W公司以买方存在迟延收货、逾期付款等问题为由，向法院提出解除案涉合同、支付违约金、赔偿损失等反诉请求。

裁判结果

四川自贸区法院经审理认为，本案货物交付地点及方式符合《采购合同》约定，并不存在迟延交货情形。涉案木材为天然树木初加工而形成的板材，存在开裂、结疤的情况通常属于自然现象，这种情况仅会影响木材等级的确定，并不一定说明木材质量不合格。此外，双方在《采购合同》中约定“质量标准：执行国标”，合同解释上应理解为木材质量标准执行我国国家标准，而不应适用俄罗斯木材质量标准。本案中W公司并未举出充分的证据证明S公司存在拒不及时配合收货的行为，以及其主张的损失与S公司收货行为之间

的因果关系。但法院认定，双方就解除合同达成一致，S 公司存在轻微逾期付款行为。故作出一审判决：案涉《采购合同》解除，W 公司向 S 公司退还预付款 50 万元，S 公司向 W 公司支付逾期付款违约金 903.71 元。宣判后，S 公司提起上诉，后撤回上诉。现该判决已发生法律效力。

典型意义

本案系四川自贸区内首例跨境大宗货物贸易纠纷案，发生在我国大力推动中欧班列尤其是中国与欧洲及“一带一路”沿线各国的集装箱国际铁路联运班列发展背景下。本案审理中通过严守契约自由，尊重国际交易惯例，明确了集装箱货物交易中“掏箱入库”等交易规则的认定；通过对中国林科院标准制定专家的深度访谈，进一步明确了涉及国际货物交易的质量标准认定，从而厘清跨境集装箱货物交付、跨境大宗货物质量标准适用等问题的裁判规则，并以此推动中欧班列跨境大宗货物交易规则的公平、高效、可预期，充分彰显了司法个案对自贸区国际化营商环境的优质服务保障。

案例七：

依法确认“开口保险协议”最低保费约定效力 支持陆上贸易保险规则创新

——B 公司诉 C 公司财产保险合同纠纷案

基本案情

C 公司（甲方）与 B 公司（乙方）签订了《国内货物运输开口保险协议》一份，主要约定：投保人为 C 公司；被保险人为 C 公司之货主；保险人 B 公司；投保险种陆运一切险；保额确定：保险金额按货物的实际价值加运杂费确定；预计保额：10 亿元/年；保险费率：0.2%；预计保费：200 万元/年；最低收费：本协议最低收取的保费为 144 万元；投保方式：投保人在起运当日将“货物运输清单”数据以文本形式发送至保险投保专用邮箱 （1）投保方在货物出仓运输前，将投保信息发至保险公司投保邮箱，作为预约投保通知；（2）投保方在货物装载完毕后，将确定的投保信息再次发至保险公司投保专用邮箱，作为确认投保资料。保险公司以投保方发出投保邮件的时间认可投保；承保形式：除本保险协议另有规定外，保险人根据被保险人每月按时提交的启运通知书，以及相关的保险条款和附加条款承担保险责任；保费结算：月度平均保费 12 万元，前期预缴保费：12 万元，首期保费在 2018 年 8 月 15 日汇入保险公司保费账户，每月依据上月实际投保总额核算保费。最低收费按月支付，分 12 次结算，即 2018 年 8 月至 2019 年 7 月间每月 15 日将保费汇入保险公司保费账户；双方均有权解除或变更本协议，但必须提前 15 天书面通知对方。

2018年8月29日，C公司向B公司支付保费12万元，之后再未支付保费。2018年10月后，C公司未再向B公司发送投保信息。2018年12月10日，C公司通过保险经纪人发送书面退保邮件。2018年12月25日，B公司向C公司发出《保险费缴纳通知书》一份，主张其欠付保费48万元，要求于2019年2月1日前缴纳保费。四川自贸区法院受理本案诉讼后，C公司被四川自贸区法院裁定受理破产申请。C公司破产管理人以2018年10月至12月期间，双方未实际存在保险关系为由，对B公司主张的债权不予确认。

裁判结果

四川自贸区法院一审认为：就每一批具体批次货物而言，《国内货物运输开口保险协议》属于预约合同性质，但该合同本身亦属于一份成立、生效并有具体权利义务内容的合同。开口保险协议中关于“最低收费”的约定系对保险人预期收益的保护性约定，是双方真实意思表示，对双方均具有拘束力。该“最低收费”的支付义务并不与保险人实际承保的订单数量挂钩，故即便C公司在2018年10月后未再向B公司发送投保信息，在开口保险协议解除之前，某物流公司仍负有支付该“最低收费”的义务。案涉开口保险协议的解除时间应为2018年12月25日，根据协议约定，2018年8月至12月每月15日应付保费12万元，合计60万元，扣除已付保费12万元，仍应支付48万元，并从2019年2月2日起计算逾期利息。据此，四川自贸区法院判决，确认B公司对C公司享有普通破产债权48万元本金及从2019年2月2日起至受理破产之日止的相应利息。一审宣判后，当事人未提出上诉，现已发生法律效力。

典型意义

“开口保险协议”在传统上多应用于海运领域，通常属于保险人为投保人、被保险人提供的概括性货物贸易运输保险服务。在开口保险协议之下，投保人可以以邮件、通知等简便的方式，通过报送被投保货物基本信息等，成立具体的保险合同，从而无需逐一订立书面保险合同，具有降低交易费用的优点。在国内陆上贸易货物运输中，开口保险协议的应用尚不多见，因协议内容本身引发纠纷进入司法程序的更不多见。本案中四川自贸区法院根据合同法、保险法的一般原则和规则，认定“开口保险协议”虽然对具体货物运输活动的具体保险合同而言，构成预约合同，但其本身具有独立合同价值。其最低保费条款对于保险公司而言属于预期收益的保护性条款，该协议未经约定程序解除的，对当事人仍有约束力。本案例充分贯彻了鼓励自贸区商事交易规则创新原则和保护商事活动的意思自治原则。本案的裁判有利于保护保险公司针对陆上货物贸易活动的“开口保险协议”的创新，促进陆上货物运输保险交易模式简便化，有效控制陆上货物运输风险，维护自贸区商事交易安全，具有引领性标杆指引作用。本案作为新类型案件，对国内货物运输领域开口保险协议的合同性质、合同目的以及解除条件等问题的解决，也提供了有益的实践范例。

案例八：

识别规制综保区经营者违规变相货物进口行为 明确自贸试验区跨境电商规范“红线”

—王某、冯某某与邱某某、刘某及第三人C公司合同纠纷案

基本案情

H公司系在四川自贸区内从事货物进出口、跨境电商业务的公司。2019年11月，H公司与王某、冯某某签订《合作协议》，约定公司授权王某、冯某某在河南省范围内开设“H**”加盟体验店，进行跨境保税商品线下展示与一般贸易商品销售。约定品牌许可、技术服务费为1万元。2020年3月，H公司为推销某品牌港版奶粉，以赠品政策劝说冯某某一次性购买248件奶粉，王某、冯某某予以同意。2020年6月至8月，H公司通过“货权交易”，指令C公司从重庆自贸区西永综保区陆续分散发送该批保税奶粉到郑州市不同地址，冯某某以不同消费者名义陆续接收该批奶粉及赠品。后王某、冯某某在其经营店铺销售该批保税奶粉，被郑州当地执法部门查处。后王某、冯某某以该批货物无法销售，H公司违反《合作协议》为由，向四川自贸区法院法院起诉，请求解除《合作协议》，并退还案涉248件奶粉的货款39万余元、品牌使用费、技术服务费1万元、装修房屋租赁等损失15万余元。H公司股东邱某某、刘某在诉讼进行期间（2022年1月）擅自注销H公司。

裁判结果

四川自贸区法院经审理认为，《合作协议》兼具特许经营合同、销售代理合同和买卖合同部分特征，内容合法有效。

但王某、冯某某与H公司滥用保税区跨境电商平台交易模式，通过虚构消费者订单的方式，“化整为零”变相对保税仓内奶粉进行批量进口，违反海关法和国家有关禁令，超出《合作协议》范围。买卖合同应认定为违法无效。邱某某、刘某在诉讼期间擅自注销H公司，致使品牌许可、技术服务中断，构成对《合作协议》的违约，应赔偿3,500元。王某、冯某某以《合作协议》违约为由请求退还案涉奶粉货款，但法院经审理认为，一方面该批奶粉并非《合作协议》项下货物，另一方面该批违规货物在我国境内属于限制流通物，需要执法部门先行处理方可全面妥善解决。在双方对于买卖合同无效的后果没有明确提出诉讼请求和答辩意见的情况下，应另作处理。故法院以本案不应“判非所请”“突袭裁判”为由，驳回王某、冯某某退还货款的请求。本案发现的违法线索，应依法移送有关执法部门处理。王某、冯某某主张的装修租赁等费用，因无法证明与《合作协议》有关，故不予支持。据此人民法院作出判决：邱某某、刘某向王某、冯某某支付违约赔偿款3,500元。王某、冯某某不服一审判决，成都中院作出二审判决：驳回上诉，维持原判。

典型意义

自贸试验区内保税区属于“境内关外”的海关特殊监管区域。从该区域内发货的跨境电商交易，是便利消费者、经营者的一种合法新型交易模式。但经营者不得滥用该交易模式，违反海关监管、逃避税收，虚构消费者订单，进行“化整为零”的变相货物进口和“二次销售”。本案中，四川自贸区法院准确判断双方争议的实质，准确适用国家有关监管规定，将合法有效的《合作协议》与滥用跨境电商平台违法货物进

口的行为进行甄别，准确认定双方买卖合同无效，并将违法线索移送执法部门，有利于对该批违法货物进行妥善处理。本案对于明确自贸试验区保税区跨境电商交易的法律规则红线，制止违法经营，维护正常的自贸试验区海关监管和税收秩序具有重要示范意义。

案例九：

依法制止国际铁路联运货运代理商违约行为
切实维护“中欧班列”货主合法权益

——J公司与T公司货运代理合同纠纷案

基本案情

2022年2月8日，J公司与T公司签订《委托书》，委托T公司代办国际铁路联运业务，即T公司为J公司委托的46个集装箱木材提供“门到门”运输服务，并按照单价1,700美元/箱的包干方式收取服务费。双方约定运输路线为俄罗斯联邦叶卡捷琳堡启运，经我国二连浩特口岸入境，到达青岛胶州铁路站卸货，再通过陆上汽运运抵江苏沭阳（约定全程运输天数约45天）。J公司为此实际支付运费498,916元人民币。2022年3月8日，案涉木材货物启运后，因俄罗斯纳乌什基海关查验，6个集装箱被打散入境，导致无法达到中欧班列优惠运价要求，故T公司于2022年3月26日函告J公司需重新结算国际联运费用，要求补收运费，并提出将铁路到站目的地由胶州占更改为宿迁洋河站。J公司对上述要求予以拒绝，并提醒案涉货物为湿木材，容易霉变。T公司于2022年3月30日告知J公司，若不补交运费，将扣货处理，并决定将货物将转至徐州铜山站。2022年4月7日，T公司函告知J公司，46箱木材已全部到达徐州铜山站，并提出先交付30只集装箱木材后，暂扣剩余16箱木材，直到J公司支付增加的运费。4月30日，T公司将30只集装箱货物交于J公司指定收货人。J公司以T公司违约为由向四川自贸区法院法院起诉，请求赔偿货物损毁损失3 067,664.4

元、运费损失 67 950 元及资金占用利息。T 公司提出反诉，请求 J 公司支付因不可抗力、情势变更导致增加的运费等费用 743 540.76 元及资金占用利息、156 840 元堆存费。法院审理中发现，案涉 46 箱木材均出现不同程度霉变或腐烂，其中已交付的 30 箱木材，经双方当事人同意，由 J 公司以公开市场变价方式处置，确定相应的残值；T 公司擅自扣留的 16 箱木材已腐烂，按报废处理。

裁判结果

四川自贸区法院经审理认为，本案为国际铁路运输货运代理合同关系，为涉外案件，根据双方约定适用中国法律。关于 T 公司是否构成违约的问题。第一,《委托书》明确 1,700 美元/箱的服务费用为包干价,并未约定以 T 公司是否享受中欧班列补贴优惠作为收费依据。境外海关查验属于常见境外营商环境风险，并无任何依据将该风险导致的费用转嫁给 J 公司，应该由 T 公司自行承担和处理；第二，T 公司明知托运货物具有易腐性，却擅自决定变更铁路到站地点，将木材运往纬度更低但温度更高、相对不利于木材保存的的宿迁洋河铁路站、徐州铜山站，构成违约，且与 30 箱交付的木材霉变的损失后果具有相当因果关系；第三，T 公司明知托运货物具有易腐性，在擅自变更铁路到站地点、环境温度相对较高的情况下，又故意长时间扣押 16 箱木材，构成违约，且与该批木材腐烂报废具有直接因果关系。鉴于 J 公司在收到已交付的 30 箱木材货物之后，因与 T 公司处理纠纷，也未及时变卖处置，导致货物价值发生进一步贬损，对该批木材的减值损失也有一定因果关系。法院根据常识和结合本案货物未及时处理的期间等实际情况，认定 J 公司自行承担该

30 箱货物贬值的 35%的损失，T 公司负担其中 65%。16 箱报废木材的损失，全部由 T 公司赔偿。故据此人民法院作出判决：T 公司向 J 公司支付违约行为造成的货物损失的赔偿金 2 312 986.90 元及汽车货运运费损失 64,815.05 元；驳回 J 公司的其他诉讼请求；驳回 T 公司的反诉请求。T 公司不服一审判决，成都中院作出二审判决：驳回上诉，维持原判。

典型意义

随着中欧班列在“一带一路”中的作用日益凸显，有关的货物运输和货运代理业务量持续增长。因境外有关国家营商环境风险因素导致的货运代理合同纠纷也日益增多。本案就是这方面的典型案例。法院在审理中，在对有关域外国家营商环境风险带来的成本损失的分担方面,认为应当尊重“契约精神”,充分尊重当事人的合同条款约定。作为从事专业货运代理机构，在报价、缔约时，应当自行估算相应的风险、成本，协商确定合理运价。在已经明确固定费用、明确运输时间、地点时，就应当按契约执行。法院对于货运代理企业擅自改变运输地点、擅自扣货并索取不当利益的恶意违约行为，态度是十分鲜明的，根据违约方的违约行为情节以及相应的因果关系，责令其承担赔偿责任。同时，法院按照诚信原则要求并具体适用减损规则，合理界定了守约方对损失扩大的过错及其范围，从而对整体货损的负担进行合理的划分。本案在审理过程，也充分贯彻了诉讼经济原则，在原告方申请对货损进行价值评估的情况下，经与鉴定评估机构充分沟通，综合考虑诉讼成本、鉴定耗时等因素，向当事人双方进行充分释明，并组织双方对霉变木材货物采取公开市场变价方式进行了及时处理，从而尽力避免双方因矛盾纠纷导

致货损进一步扩大。该案的审理有利于推动中欧班列跨境货物运输代理规则的进一步完善，督促货运代理企业加强对境外商业风险的预判，严守契约精神，规制恶意违约行为，同时也引导货运代理合同双方提高注意义务，尤其是针对跨境货物中常见的木材、生鲜等鲜活易腐的货物的运输时效、损失减损等事项提供了规则参考，也为今后的类似中欧班列物流案件处理提供了借鉴。

案例十：

尊重经营主体契约自由和交易惯例
高效审结四川首例保税仓进口委托代理费用纠纷案

——G公司诉W公司、J公司委托合同纠纷案

基本案情

G公司系注册成立于四川省成都市青羊区主营水上运输业的企业。2018年10月19日，J公司与G公司签署委托协议，委托G公司为其提供从意大利进口的一批瓷砖到成都保税区瓷砖在成都境内的清关、转场、仓储等服务。G公司按约定履行了义务，但J公司未支付相应服务费。2019年4月29日，G公司、W公司、J公司签订《补充协议》，约定由W公司直接向G公司支付该笔服务费，同时瓷砖转由W公司全权处理。W公司未履行付款义务的，J公司承担连带责任。《补充协议》签订后，W公司仅支付部分费用，案涉瓷砖也一直滞留于成都铁路保税物流中心。为尽快解决案件纠纷，G公司将W公司、J公司起诉至法院。

裁判结果

四川自贸区法院该受理案件后，了解到货物滞留情况，迅速展开案件调查及开庭审理，历时不到1月审结该案。经法院审理认为，G公司与J公司之间存在案涉进口货物的委托清关、仓储事务的合同关系。《补充协议》的订立使J公司支付委托费用的义务及案涉瓷砖的货权一并移转至W公司，W公司也对协议内容完全知情。故W公司未支付剩余仓储费用的行为构成违约，且按照《补充协议》内容，J公司承担连带责任具有约定和法律依据。遂判决W公司向G

公司支付委托仓储费用 244,800 元；J 公司对该给付义务承担连带清偿责任。宣判后，三方当事人均未提起上诉，本案现已生效。

典型意义

本案系四川自贸区内首例涉及保税区进出口代理费用纠纷案。在中欧班列蓬勃发展背景下，成都铁路港货物进出口活动日益活跃，涉及民营企业的货物进出口委托代理费用法律纠纷逐步出现。本案即是一起典型的涉及从意大利进口货物的委托仓储费用的纠纷案件。该案审理中，通过严格审查当事人合同意思表示是否真实，委托仓储费用是否具有事实依据，严格遵守契约自由与交易惯例，准确查明和认定该批进口货物的新货主与原货主依照约定就该批货物的委托清关、仓储费用对进口货物代理企业负有连带给付责任。该案从立案到审结不到 1 个月时间，妥善避免了货物长期滞留导致存储费用损失的进一步扩大。体现了四川自贸区法院在专业商事审判中充分贯彻保障商事活动安全与效率、注意节约成本的理念，彰显了司法个案对法治化营商环境的优质服务保障。

Case I

Clarification of the Nature and Rules of the Transfer of Railway Bill of Lading to Promote the Establishment of International Land Trade Rules

— Dispute Over Property Rights between Company F and Company Z, et al.

Essential Facts

On February 28, 2019, Defendant, Company Z, as a freight forwarder, along with Third Party Company W as a financing guarantor, and Third Party Company Y as an importer, entered into the "Railway Bill of Lading for Automobile Import Business Cooperation Agreement"(the "Tripartite Agreement"). It was agreed that Company Y would procure and import goods from abroad, settling payments with foreign suppliers using the international settlement method specified in the agreement, with bill of lading serving as both the document and receipt for goods. Company Z would provide comprehensive freight forwarding services for the import of goods, including insurance arrangement, customs declaration, clearance and distribution, as well as storage services on behalf of Company W.After receiving goods and confirming the condition of the goods with Company Y and Company W, Company Z would issue a railway bill of lading to the foreign supplier, accept the rail waybill issued by the actual carrier, and ensure the delivery of the goods to the holder of the railway bill of lading. The railway bill of

lading, defined as distinct from traditional international rail waybills and transport contracts, was issued by the freight forwarder and proved that the goods had been received or loaded, transported to the destination port, and guaranteed for delivery to the designated holder. The agreement also specified that the freight forwarding service fees would be settled upon completion and handover of each consignment as requested by Company W and Company Y, while the storage service fees would be settled monthly, with specific procedures for reconciliation and invoicing for both types of fees.

On May 1, 2019, Company Y, Company W, and Company Z jointly confirmed the brand and chassis number of the two cars for this shipment, with the trade term set as EXW. Company Z ’s responsibility as a freight forwarder and custodian covers the period from when the goods are transported from Duren to Duesseldorf and handed over to Company Z, until Company Z delivers them to Company Y. Company Z issued a railway bill of lading numbered GT00006043 to the exporter on May 10, 2019. The front of the bill of lading listed Company YS as the shipper, Company W as the consignee, and Company Y as the notify party, with the issuance location noted as Duren. It also stated that “Unless otherwise stated, the goods described have been received in apparent good condition. The carrier, in accordance with the terms of this bill of lading, shall (1) be responsible for or make every effort to fulfill the entire transportation of the goods from the place of receipt to the

designated place of delivery under this bill of lading, and (2) assume the transportation obligations specified herein. Delivery of the goods requires the presentation of a properly endorsed original bill of lading. The holder of this bill of lading hereby acknowledges and agrees to all printed, written, or typed terms, exclusions, and conditions on the reverse side of this bill of lading.”The document was signed and stamped with the “Company Z Bill of Lading Official Stamp.” The reverse side of the bill of lading did not contain any printed, written, or typed provisions.

After the railway bill of lading was transferred to China, Company Y and Company F signed the “IMSA Vehicle Sales Contract” on June 24, 2019, stipulating that the delivery of the railway bill of lading would be considered the delivery of the vehicles, and the endorsed railway bill of lading was delivered to Company F. On June 26, 2019, Company F attempted to claim the goods from Company Z using the railway bill of lading, but Company Z refused the request.

Further investigation revealed that the business scope of Company Z includes non-vessel operating common carrier (NVOCC) services. Company Y and Company Z conducted a reconciliation of the freight forwarding fees for this transportation. Company Z had already issued an invoice to Company Y .

The plaintiff, Company F, filed a lawsuit seeking confirmation of its ownership of the vehicles under the railway

bill of lading, serial number GT00006043. They also requested an order directing the defendant, Company Z, to deliver the vehicles covered by the railway bill of lading to Company F. Company Z, as the defendant,argued that their contractual counterpart was the third party, Company Y, and that, since Company Y had neither endorsed the railway bill of lading nor provided explicit instructions, they were under no obligation to deliver the goods to Company F. Furthermore, as the freight charges had not been fully paid, Company Z asserted its right to exercise a lien in accordance with the law. The third party, Company W, argued that they had provided a guarantee to the bank handling the import documentary collection and bill of exchange for Company Y. Once Company Y had settled all its fees with the bank, Company W ’s guarantee responsibility was discharged, and they had endorsed the railway bill of lading and delivered it to Company Y , thereby fulfilling their obligations.

Holding

The Chongqing Pilot Free Trade Zone Primary People’s Court(the “Court”) held that the railway bill of lading was an innovative document issued by the market entities in the international cargo transportation and international trade via the China-Europe Railway Express. It was intended to meet the financing needs of land trade and enhance transaction efficiency. This document represented a practical outcome of the development of “Belt and Road Initiative” land trade at a certain

stage. The Court should respect the autonomy of the parties, support innovative practices in business, and ensure that these practices comply with current laws and regulations, do not violate mandatory provisions of laws and administrative regulations, do not harm public interests, and maintain transaction security.

During the transportation of goods, the rightful owner of the goods was separate from the possessor. In this case, the parties involved, through their agreement to use or transfer the railway bill of lading, had pre-confirmed or acknowledged a special delivery rule. This rule linked the right to reclaim the original goods with the railway bill of lading: the contracting carrier issued the railway bill of lading and committed to delivering the goods based on this document. The holder of the railway bill of lading, by endorsing or transferring it, was deemed to transfer the right to reclaim the original goods. This pre-established rule aligned with the provisions of the Property Law on delivery by attornment. By receiving the railway bill of lading, Company F acquired the right to request the delivery of the goods under it, which should be considered as Company Y completing the delivery of the vehicles.However, whether Company F acquired ownership and the nature of that ownership depended on the underlying legal relationship.F Company entered into a vehicle sales contract with Company Y, with the purpose of transferring vehicle ownership. Therefore, Company F's claim for confirmation of ownership of the vehicles should be supported.

The railway bill of lading in question stated that it was to be delivered according to the instructions of the Company W. Currently, the Company W had endorsed the railway bill of lading and transferred it to Company Y, which, under the terms of the sales contract, had further transferred the endorsed railway bill of lading to Company F. Given that both the Company W and Company Y were parties to the Tripartite Agreement, they, along with Company Z, have explicitly recognized the railway bill of lading as the sole document for claiming the goods. Therefore, the aforementioned endorsement and delivery actions clearly demonstrated that the true intention of parties was to transfer the right to request the delivery of the goods corresponding to the railway bill of lading.

Based on the above, the Court rendered the following judgment: First, confirming that Plaintiff, Company F, was entitled to the ownership of the vehicles under the railway bill of lading with serial number GT00006043; Second, ordering Defendant, Company Z, to immediately deliver the vehicles under the railway bill of lading with serial number GT00006043 to Plaintiff Company F upon the effective date of the judgment. Following the issuance of the first-instance judgment, none of the parties appealed, and thus the judgment came into legal effect.

Significance

This case is the first involving railway bills of lading, and the

judicial rules established here have provide guidance for future cases concerning railway bills of lading. The railway bill of lading is a new development that has emerged from the operation of China-Europe Railway Express (Chongqing). Practices such as delivery against documents, trading, and financing based on railway bills of lading represent an innovative business model for land trade. Whether railway bills of lading and related business practices can receive legal recognition and support is critical to the establishment of rules for land trade, which, in turn, impacts the development of land transportation and trade.

This case first clarifies that railway bills of lading were issued by market entities to facilitate international cargo transportation and trade based on the China-Europe Railway Express, aiming to meet the financing needs of land trade and improve transaction efficiency. These railway bills of lading are practical outcomes of the Belt and Road Initiative's land trade development at an advanced stage. In light of this historical background, the Court emphasized that, while respecting contractual autonomy, it is equally important to ensure transactional security. Supporting the innovative practices of business practices while ensuring compliance with mandatory provisions, not harming public interests, and maintaining transaction security provides guidance for addressing legal issues arising from new commercial developments.

The core issue in determining whether railway bills of lading

and related business practices can receive legal recognition and support lies in the legal effect of delivering railway bills of lading. However, neither international treaties nor domestic laws provide direct provisions on railway bills of lading, nor do they recognize the legal effects of related behaviors. This case, based on the theory of delivery by attornment under Property Rights Law, innovatively holds that in international rail cargo transportation, the parties have agreed that the contracting carrier will issue railway bills of lading and guarantee that the holder has the right to request delivery of the goods. This pre-established special delivery rule does not violate mandatory legal provisions, regulations, or public interests, and the agreement is thus deemed lawful and effective. The endorsement or delivery of a railway bill of lading should be regarded as the transfer of the right to request delivery of the goods, constituting a form of delivery by attornment, allowing the holder of the railway bill of lading to claim the goods with the document. While this judgment accepts that the evidence in this case demonstrates the parties' genuine intent to transfer the right to request delivery of goods, it also underscores that the Court maintains a necessary degree of prudence, even as it respects the commercial innovations of the parties involved in international rail cargo transportation within the legal framework. To ensure transaction security, the Court advocates that all parties to the transaction should endorse the railway bill of lading to ensure that endorsements accurately reflect the

transaction’s entire process. This would allow goods to be consistently delivered through the circulation of the railway bill of lading, thereby ensuring the safety of the transactions.The rules established in this judgment clarify not only the legal effect of delivering railway bills of lading but also the circulation rules of railway bills of lading. The two aforementioned issues are foundational for the operation of railway bill of lading-related commercial practices, and they play a crucial role in clarifying the relationships between parties involved with railway bills of lading and the legal effects of related behaviors.

Case II

Accurate Characterization of E-commerce Platform Rules to Regulate Platform E-commerce Transactions

—Dispute over Transport Contract between Company W and Li

Essential Facts

Plaintiff Company W entered into an agreement with Defendant Li through WeChat to transport Li's pet cat from Chongqing, China to London, England for a total shipping cost of RMB 25,000 yuan. Li placed an order through the Plaintiff's store on Taobao and paid for the shipping costs in accordance with the contract. However, the delivery of the pet cat was delayed by two days due to the Plaintiff's failure to fulfill its obligations. Li submitted a refund request on seven separate occasions, citing “undelivered courier” and “infectious disease/death of live pet” under Taobao. Plaintiff responded each time within the specified time frame, refusing to refund the money. In addition, Plaintiff did not respond within 72 hours of Li's eighth refund request. According to Taobao's policy of “default refund for unprocessed requests after 72 hours,” the platform was obligated to refund the full amount of shipping costs to Li's account. Therefore, the plaintiff filed a lawsuit, requesting the court to order Li to refund the RMB 25,000 yuan shipping fee and interest on the funds occupied.

Holding

Chongqing Pilot Free Trade Zone Primary People's Court (the "Court") held that Taobao's default refund policy was a standard contract clause. Given that the clause was not manifestly unfair, and that the parties conducting transactions through the e-commerce platform had not put forward any explicit modifications, the standard clause was found to be valid and should be incorporated into the contract of carriage between the parties. The interpretation of the platform rules therefore constituted an integral part of the contract interpretation process. Li's application for a refund was based solely on the carrier's general breach of contract and performance defects, and did not meet the conditions set forth in Taobao's breach of contract refund policy, which states that "a full refund can be applied for only when the carrier's breach of contract reaches the point where the contract should be terminated." In addition, the reasons submitted by Li for the refund application were not supported by the facts. Even if the company subsequently failed to respond to the refund request within the required 72 hours, such inaction would not trigger the applicability of the refund policy. In view of the plaintiff's defective performance, the Court ruled that Li to pay the shipping fee of RMB 18,000 yuan to Pet Express International and dismissed the plaintiff's other claims.

Significance

This case is an important example of the Court accurately interpreting the standard terms used by e-commerce platforms to regulate the behavior of participants in online transactions. The transaction rules established by these platforms are unilaterally formulated to regulate the rights and responsibilities of the parties and to improve the efficiency of transactions. By adopting a clear interpretive approach, this case outlines the main purpose of the platform's default refund policy. It also assesses the true intentions of the parties regarding refund requests and their failure to respond within the required timeframe. This assessment helps to determine the terms of the policy and ensures a balanced consideration of the interests of all parties involved. This case has significant jurisprudential value in understanding and applying the rules of online transactions, regulating online orders and promoting the healthy and orderly development of the e-commerce market.

Case III

Separate Application of the Law and Accurate Determination of Liability for Damage to Containerised Goods

—Dispute over Subrogation Right of Insurer beween Company R and Company YL, et al.

Essential Facts

In December 2020, Company W and Company YL signed an International Freight Forwarding Contract (the "Contract"), in which Company W entrusted Company YL with the transport of the wheat bran particles from Almaty, Kazakhstan, to Chongqing, China, by railway containers through the China-Europe Railway Express. Company R provided all risks insurance for the wheat bran particles. In May 2021, the receiving party, Company W, found that several containers were broken and leaked when unloading, resulting in damp and mildew of the goods. After the occurrence of the insurance accident, the involved wheat bran particles shall be treated as total loss after investigation of the scene of accident by insurance assessment Forwarding. On September 10, 2021, the Company R paid an insurance payment of RMB 266,310 yuan to Company W thereby obtained the rights and interests of the damaged goods. The actual compensation cost was RMB 160,710.1 yuan. Company R asserts that it has obtained the right of recourse after paying the insurance compensation. Company

YL shall be liable for the compensation when it fails to transport the goods to the destination in good condition as agreed. Company YW and Company Z, as the carrier in the international railway transportation of this batch of wheat bran particles, shall assume the corresponding proportion of responsibility within its respective scope of responsibility.

Holding

Chongqing Pilot Free Trade Zone Primary People's Court (the "Court") held that the case involved multiple legal relations and the Applicable Law should be applied separately according to the contract. After the occurrence of an insurance accident, Company R has performed the obligation of payment under the insurance contract, and had the right to exercise the right of subrogation. Company W and Company YL formed a relationship of international freight Forwarding, Company YL had the obligation to provide clean containers according to the Contract, the delivery of containers needed to sign the container equipment delivery order. In this case, wheat bran particles were damp and mildewed during transportation, and the survey of the site showed that there were damage and holes on the several containers. Company YL did not provide evidence such as the delivery of container equipment to prove that the containers delivered for transportation were clean containers, and should have borne the corresponding liability for loss. Accordingly, the Court held that Company YL shall pay the loss and interest on

capital occupation for Company R.

Significance

This case is a typical case involving the identification of liability for the damage of container freight on China-Europe Railway Express. The China-Europe Railway Express services pass through many countries along the “Belt and Road Initiative” and involve multiple legal relationships such as transportation, warehousing and insurance. The Applicable Law should be determined according to different legal relationships. In this case, the Court found that the cargo damage was not a force majeure factor but caused by container damage and water leakage, and then determined the rights and obligations of the freight forwarding company, shipper, railway and other parties in all aspects of container provision, lifting, transportation and other contracts according to the freight forwarding Contract. The Contract clearly stipulates that the freight forwarding company has the responsibility to provide clean containers, in the absence of proof in the case of clean containers, the Court finds that the freight forwarding company is liable for compensation for damage to the cargo. This case clarifies the identification of container transport cargo damage in the process of land trade, helps to further clarify the rules related to land trade transportation, and promotes the interconnection and economic and trade cooperation between China and countries and regions along the “Belt and Road Initiative”.

Case IV

Clarification of the Subject of Bills of Lading for International Cargo and Determination of the Actual Performance of the Contract

——Dispute over Cargo Forwarding Contract between Company O and Company D, Luo

Essential Facts

Company O and a Company D signed an International Freight Forwarding Contract (the“Contract”) during the epidemic period. It is agreed that Company O shall handle the import and export transportation, customs declaration, warehousing and other related services of the goods from China to France according to the requirements of company D. The two parties have agreed on the settlement of fees, the liability for overdue payment and breach of contract and the assumption of legal fees. Company O delivered goods from ports in China to France, Germany and other places through various modes of transportation according to the requirements of Company D. After the settlement of the two parties, Company D issued a Commitment Letter of Payment (the “Letter”), where Luo served as a guarantor to bear joint and several guarantee liability, because the Company D did not pay the corresponding fees, Company O sued Company D to pay fees and bear the corresponding liability for the breach of contract, and required Luo to assume joint and several guarantee

liability. Company D and Luo believed that according to the content of the international freight bill of lading, the two sides both have not the subject of the Contract, and Company O should claim rights in accordance with the subject of the international freight bill of lading, so they refuse to pay the fee.

Holding

Chongqing Pilot Free Trade Zone Primary People's Court (the "Court") held that the case involved international transport of goods, with foreign-related factors. Both parties had agreed to apply Chinese law, so the Court applied Chinese law. The bill of lading showed that the carrier is not Company O, and the consignee was not Company D, but the contents of the bill of lading were consistent with the details in the Letter, indicating that the Company D had confirmed the bill of lading through the Letter, and the time stated on the bill of lading was within the valid period of the Contract. It was also in line with the provisions of the Contract so Company O and Company D were eligible subjects. The defense's arguments that Company D and Luo were parties to the bill of lading but that Company O had not actually performed the contract and therefore was not an eligible subject were not accepted. Therefore, the Court held that Company D was to pay Company O's freight and overdue payment liquidated damages, legal fees, and that Luo should bear joint and several liability. In the process of appeal, Company D applied to withdraw the appeal, and Chongqing

First Intermediate People's Court allowed the Company D to withdraw the appeal.

Significance

The case is a typical case that accurately determines whether the Contract are actually performed. International cargo transportation involves packaging, transport mode selection, customs declaration, warehousing, delivery and many other links, international trade entities often choose professional international freight forwarders to provide a package of services in international trade, including international trade policy, transportation laws and regulations and other aspects of consultation, the best transportation plan, cargo clearance, warehousing services. In the Contract, both parties often agree that the freight forwarding company can perform the obligations stipulated in the contract directly or through a third party. In practice, when the subject shown on documents such as transport documents is not the consignor or the freight forwarding company, the two parties usually dispute whether the international freight forwarding company has actually performed the contractual obligations. This case is based on the performance period agreed in the contract, the transport document number confirmed by the client in the relevant documents, the practice of contract performance and other factors to determine that the contract has actually been performed, which has reference significance for similar cases.

Case V

Accurate Application of International Treaties with Consideration for Party Autonomy

— Dispute over Air Passenger Transport Contract between Hu and Company H

Essential Facts

On October 1, 2019, Mr Hu intended to board flight XX, operated by Company H, from Rome, Italy, to Chongqing, China. The flight did not depart on time, resulting in a delay. During the delay, Company H provided passengers with meals and a waiting area.

On October 8, 2019, a customer service representative from Company H called Hu, informing him that the delay met the conditions under EU Regulation 261, which provides for compensation of EUR 600 per passenger for flights delayed over 4 hours on routes exceeding 3500 kilometers. The representative stated that Company H could offer Hu compensation equivalent to approximately RMB 4,693 yuan, to which Hu agreed over the phone. The representative further explained that a text message would be sent with instructions on completing the compensation application.

On October 9, 2019, Company H issued a “Flight Irregularity Certificate”to Hu, confirming that the flight had been delayed for over seven hours due to a mechanical issue. On the same day,

Company H sent a text message to Hu's mobile phone, instructing him to complete the compensation application through a provided link. Hu subsequently uploaded his identification and a power of attorney as requested. However, Company H did not provide the compensation payment. As a result, Hu filed a lawsuit seeking compensation of RMB 4,693 yuan in accordance with the standards outlined in EU Regulation 261, as well as compensation for the loss of funds due to the delay. Company H argued that compensation should be based not on EU Regulation 261 but rather on the Airline's General Conditions of Carriage.

Holding

The Chongqing Pilot Free Trade Zone Primary People's Court(the "Court") held that the flight should be governed by international treaties. The international air transport contract fell within the scope of the Warsaw Convention, the Hague Protocol, and the Montreal Convention. According to Article 55 of the Montreal Convention, this convention takes precedence over other treaties. Although the convention does not allow parties to exclude its application through mutual agreement, it permits the parties to agree on the amount of compensation for delays within the limits set by the convention. In this case, the parties agreed to use EU Regulation 261 as the compensation standard, which should be considered a mutually agreed-upon contract term. The Court rendered the following judgment: the defendant,

Company H, must pay the plaintiff, Hu, compensation of RMB 4,693 yuan for the flight delay and dismissed Hu's other claims.Following the issuance of the first-instance judgment, Company H, dissatisfied with the decision, filed an appeal. Company H subsequently applied to withdraw the appeal, and the appellate court approved the withdrawal.

Significance

This case establishes the rules for the application of different international treaties and clarifies the relationship between the mandatory application of international treaties and the autonomy of the parties. As international commodity transactions and personnel exchanges become increasingly integrated, the application of foreign-related civil laws in our country faces higher standards and challenges. To ensure compliance with international treaty obligations, this case, based on clarifying the order of application between international treaties and domestic law, further defines the rules for the application of multiple international treaties governing similar legal relationships according to the conflict rules provided by the treaties themselves. It clarifies that for issues not explicitly stipulated in mandatory international treaties, the partiesparties may make agreements, thus clarifying the relationship between the mandatory application of international treaties and the autonomy of the parties. This approach contributes to the orderly and lawful development of foreign trade.

Case VI

Determination of Applicable "National Standards" and Clarification of China-Europe Railway Express Cross-Border Bulk Cargo Trading Rules

—Dispute over Sales Contract between Company S and Company W

Essential Facts

Company S is a specialized enterprise engaged in bulk cargo trade within the Qingbaijiang Railway Port of Sichuan Pilot Free Trade Zone, while Company W is a large cross-border company specializing in the trade of Russian timber. On May 14, 2019, the two parties signed the Procurement Contract, agreeing that Company S would purchase 100 train containers of imported timber from Russia from Company W. During the performance of the contract, Company S paid over 5 million yuan to Company W and received the first batch of 51 containers of timber. The buyer Company S has filed a lawsuit with the court to terminate the contract involved in the case, pay liquidated damages, and refund the advance payment, citing reasons such as the seller Company W's delayed delivery and serious quality problems with the goods. In the lawsuit, Company W filed a counterclaim with the court to terminate the contract involved in the case, pay liquidated damages, and compensate for losses, citing issues such as delayed receipt and

overdue payment by the buyer.

Holding

The Sichuan Pilot Free Trade Zone Primary People's Court (the"Court") held that the delivery location and method of the goods in this case conformed to the provisions of the Purchase Contract, and there was no delay in delivery.The wood involved in the case consists of boards formed from the initial processing of natural trees, where cracking and scabbing are generally natural phenomena.Such conditions only affect the grading of the wood and do not necessarily indicate that the wood's quality is defective. Furthermore, the parties agreed in the Purchase Contract on "quality standards: implementation of national standards," which should be interpreted as adherence to China's national standards for wood quality, rather than Russian wood quality standards.In this case, Company W did not provide sufficient evidence to prove that Company S refused to cooperate with the receipt of goods in a timely manner, nor did they establish a causal link between their claimed losses and Company S's receipt of goods. However, the court found that the both parties had agreed to terminate the contract, and Company S had committed a minor overdue payment. Therefore, the Court rendered the following judgment: the Procurement Contract was terminated, Company W shall refund the advance payment of RMB 500 000 yuan to Company S, and Company S shall pay Company W a penalty of RMB 903.71 yuan for overdue

payment. Following the issuance of the first-instance judgment, Company S appealed and later withdrew the appeal. The judgment came into legal effect.

Significance

This case is the first case of cross-border bulk cargo trade dispute in the Sichuan Pilot Free Trade Zone, which occurred in the context of China's efforts to promote the development of China-Europe Railway Express, especially the container-based international railway intermodal trains between China and Europe and countries along the “the Belt and Road Intiative”.In the trial of this case, by strictly adhering to contractual freedom and respecting international trade practices, the determination of trading rules such as “unloading and warehousing” in container cargo transactions was clarified; Through in-depth interviews with experts in standard setting at the Chinese Academy of Forestry, quality standards related to international cargo transactions have been further clarified, thereby establishing the judgment rules for cross-border container cargo delivery, the application of quality standards for cross-border bulk cargo, and related issues. This promotes the fairness, efficiency, and predictability of cross-border bulk cargo trading rules on the China Railway Express, fully demonstrating the role of judicial cases in providing high-quality service and support for the international business environment of the pilot free trade zone.

Case VII

Accurate Confirmation of the Validity of Minimum Premium Clauses in "Open Insurance Agreements" for Supporting Innovation in Land Trade Insurance Rules

—Dispute over Property Insurance Contract between Company B and Company C

Essential Facts

Company C (Party A) and Company B (Party B) have signed a Open Insurance Agreement for Domestic Cargo Transportation, with the main terms as follows: the policyholder is Company C; the insured party is Company C's shipper; the insurer is Company B; the insurance type is land all-risk insurance. Determination of insurance amount: The insurance amount is determined based on the actual value of the goods plus shipping and miscellaneous fees; Expected insured amount: RMB 1 billion yuan/year; Insurance rate: 0.2%; Expected premium: RMB 2 million yuan/year; Minimum Charges: The minimum premium: RMB 1.44 million yuan; Insurance method: On the day of shipment, the policyholder shall send the "Goods Transport List" data in text form to the designated insurance email. (1) Before the goods are shipped from the warehouse, the policyholder will send the insurance information to the insurance company's dedicated email as a preliminary insurance notice. (2) After loading the goods, the policyholder will resend the confirmed insurance details to the designated email to

confirm the insurance documents. The insurance company considers the time when the policyholder sends the email as the recognized time of insurance application.Underwriting terms: Unless otherwise specified in this agreement, the insurer shall assume insurance liability based on the insured's timely monthly submission of the departure notice, as well as the relevant insurance terms and additional provisions; Premium settlement: Monthly average premium: RMB 120 000 yuan, prepaid premium: RMB 120 000 yuan, the first premium was transferred to the insurance company's premium account on August 15, 2018. Premium are calculated based on the actual total insured amount of the previous month. The minimum premium is paid monthly and settled in 12 installments, that is, from August 2018 to July 2019, the premium will be transferred to the insurance company's premium account on the 15th of each month; Both parties have the right to terminate or modify this agreement, with a written notice provided to the other party 15 days in advance.

On August 29, 2018, Company C paid a premium of RMB 120 000 yuan to Company B, but did not make any further premium payments afterward. After October 2018, Company C did not send any insurance information to Company B. On December 10, 2018, Company C sent a written cancellation email through its insurance broker. On December 25, 2018, Company B issued a Premium Payment Notice to Company C, asserting that it owed RMB 480 000 yuan in premiums and

demanded payment by February 1, 2019. After the Sichuan Pilot Free Trade Zone Primary People's Court (the "Court")accepted this case, Company C was ordered by the same court to undergo bankruptcy proceedings. Company C's bankruptcy administrator rejected Company B's claim on the grounds that no actual insurance relationship existed between the parties from October to December 2018.

Holding

The Court held that, for each specific batch of goods, the Domestic Goods Transportation Open Insurance Agreement constituted a preliminary contract. However, the contract itself was established, effective, and outlined specific rights and obligations.The provision regarding the "minimum premium" in the open insurance agreement served as a protective clause for the insurer's expected returns, reflecting the genuine intent of both parties and holding binding force over them.The obligation to pay the "minimum premium" was not linked to the actual number of orders insured by the insurer. Therefore, even if Company C did not send insurance information to Company B after October 2018, it still bore the obligation to pay the "minimum premium" until the termination of the insurance agreement. The termination date of the open insurance agreement was deemed to be December 25, 2018. According to the agreement, the monthly premium due on the 15th of each month from August to December 2018 was RMB 120 000 yuan,

totaling RMB 600 000 yuan. After deducting the RMB 120 000 yuan already paid, an outstanding balance of RMB 480 000 yuan remained, with overdue interest accruing from February 2, 2019. Based on this, the Court rendered the following judgment: confirming that Company B had an general bankruptcy claim of RMB 480 000 yuan in principal and corresponding interest from February 2, 2019 to the date of bankruptcy acceptance against Company C. Following the issuance of the first-instance judgment, no appeal was filed by the parties, and the judgment has now taken legal effect.

Significance

"Open insurance agreements" have traditionally been applied in maritime transportation, generally providing comprehensive cargo trade insurance services for the policyholder and the insured. Under an open insurance agreement, the policyholder can establish specific insurance coverage by submitting basic information about the insured goods through simple methods, such as email or notification, without needing to enter into separate written insurance contracts for each shipment.This approach has the advantage of reducing transaction costs.In domestic land cargo trade, the use of open insurance agreements is still uncommon, and it is even rarer for disputes related to the agreement to enter judicial proceedings.In this case, the Court, based on the general principles and rules of the Contract Law and Insurance Law, determined that while the open insurance

agreement constitutes a preliminary contract for specific insurance coverage for individual transportation activities, it also holds independent contractual value. The minimum premium clause serves as a protective measure for the insurer's anticipated revenue, and unless terminated according to the agreed procedure, it remains binding on the parties.This case fully embodies the principle of encouraging innovation in commercial transaction rules within free trade zones and upholding the principle of party autonomy in commercial activities. The court's ruling protects the innovative use of open insurance agreements for land cargo trade, promotes the simplification of land cargo transportation insurance models, effectively manages risks in land cargo transportation, and maintains the security of commercial transactions in the pilot free trade zone. This case sets a benchmark with a guiding role. As a new type of case, it provides a valuable practical example for addressing issues of contractual nature, purpose, and termination conditions for open insurance agreements in the field of domestic freight transportation.

Case VIII

Identification of the Illegal Import Practices of Disguised goods in the Comprehensive Bonded Area and Clarification of the "Red Line" of Cross-border E-commerce Regulations in the Sichuan Pilot Free Trade Zone

——Dispute over Contract between Wang, Feng, Qiu, Liu and the Third Party Company C

Essential Facts

Company H is a company engaged in the import and export of goods and cross-border e-commerce business in Sichuan Pilot Free Trade Zone. In November 2019, Company H signed a Cooperation Agreement (the "Agreement") with Wang and Feng, agreeing that the company authorized Wang and Feng to open a franchise store named "H**" in Henan Province for offline display of cross-border bonded goods and general goods sales, and the fee for brand license and technical service is RMB10,000 yuan. In March 2020, in order to promote the HK version of a milk powder brand, Company H has persuaded Feng to buy 248 pieces of milk powder in one sitting with a gift policy, and Wang and Feng agreed. From June to August 2020, Company H has been ordering Company C to successively provide the aforesaid milk powder from Xiyong Comprehensive Bonded Area of Chongqing Pilot Free Trade Zone to different addresses in Zhengzhou through the "transaction of tittle to

goods", and Feng has been successively receiving the milk powder and gifts in the name of different consumers. After that, Wang and Feng sold the milk powder in their stores, and were punished by the relevant departments in Zhengzhou. Wang and Feng brought a lawsuit in the Sichuan Pilot Free Trade Zone Primary People's Court (the "Court"), claiming that the goods could not be sold and Company H violated the Agreement, requesting the cancellation of the Agreement and refunding the payment of RMB 390,000 yuan for the 248 pieces of milk powder, RMB10,000 yuan for brand usage and technical service, and losses of RMB150,000 yuan for the renovation of the rented house. The shareholders of Company H, Qiu and Liu, have deregistered Company H without authorization while the lawsuit was in progress in January 2022.

Holding

The Court held that the Agreement had characteristics of a franchise contract, sales agency contract and sales contract, and the content was legal and effective. However, Wang and Feng and Company H abused the trading mode of the cross-border e-commerce platform in the bonded area, and imported milk powder in bulk in the bonded warehouse in disguised form by fabricating consumer orders, which has violated the customs law and relevant prohibitions, exceeding the scope of the Agreement, and the sale contract shall be deemed illegal and invalid. The deregistration of Company H without authorization during the

litigation period, resulting in the interruption of brand license and technical services, constituted a breach of the Agreement, and Qiu and Liu should compensate RMB 3,500 yuan. As for the claim of the refund on the grounds of breach of the Agreement, the Court found that on the one hand, the milk powder was not the goods under the Agreement, on the other hand, the illegal goods were restricted in circulation in China, which must be dealt with first by relevant departments.

Since neither party presented clear claims or defenses regarding the consequences of invalidating the sales contract, the Court ruled that this issue would be dealt with separately. As such, the Court rejected the refund claim, citing the need to avoid "rulings against the request" and "surprising attacks from judges." Illegal activities uncovered during the case were referred to the relevant departments. Wang and Feng's claims for renovation, lease, and other expenses were not supported due to a lack of evidence linking these costs to the Agreement. Accordingly, the Court rendered judgment ordering Qiu and Liu to pay RMB 3,500 yuan to Wang and Feng for breaching the Agreement. Wang and Feng appealed the first-instance judgment, but the Chengdu Intermediate People's Court, in a second-instance judgment, rejected the appeal and upheld the original judgment.

Significance

The Comprehensive Bonded Area of Sichuan Pilot Free Trade Zone belongs to the special customs supervision area. Cross-border e-commerce transaction shipped from within the region is a new legal transaction mode to facilitate consumers and operators. However, operators shall not abuse such mode to violate customs supervision, evade taxes, fabricate consumer orders, or carry out disguised imports and “secondary sales” of goods. In this case, the Court accurately distinguished the essence of the dispute, and applied the relevant regulatory provisions, to identify the effectiveness of the Agreement and the abuse of cross-border e-commerce platform for illegal imports. Therefore, the Court held that the sale contract was invalid, and handed over illegal clues to relevant departments, which was conducive to the proper handling of the illegal goods. This case has an important demonstration significance in clarifying the red line of legal rules and regulations for cross-border e-commerce transactions, banning illegal operations, and maintaining normal customs supervision and tax order in the Sichuan Pilot Free Trade Zone.

Case IX

Prevention of the Breach of Contract by International Railway Freight Forwarders and Protection of the Legitimate Rights and Interests of China-Europe Railway Express Cargo Owners

—— Dispute over the Freight Forwarding Contract between Company J and Company T

Essential Facts

On February 8, 2022, Company J and Company T signed a Power of Attorney (the "Contract"), entrusting Company T to act as an agent of international railway intermodal business, that is, Company T would provide "door-to-door" transport service for 46 containers of wood entrusted by Company J, and the service fee was the unit price of USD 1,700 per box. Both parties agreed that the transport route is to depart from Yekaterinburg of the Russian Federation. After entering the Erenhot port in China, the goods would unload at Qingdao Jiaozhou Railway Station, and then arrive at Shuyang, Jiangsu by overland automobile transport (the agreed period was about 45 days). Company J has paid the freight of RMB 498,916 yuan. On March 8, 2022, after the shipment of the goods, six containers entered the country separately due to Russian Navushki Customs inspection, resulting in the failure to meet the requirements of preferential freight rates for China-Europe Railway Express. Therefore, Company T notified Company J on

March 26, 2022 that it needs to settle the international through transport costs again and ask for freight reimbursement, and to change the destination of railway arrival from Jiaozhouzhan to Suqian Yanghe station. Company J refused the above request and reminded that the goods were wet wood, which was prone to mildew. Company T informed Company J on March 30, 2022 that if the freight is not paid, the goods will be withheld and processed, and the goods will be transferred to Xuzhou Tongshan Station. On April 7, 2022, Company T informed Company J that all 46 boxes of woods had arrived at Xuzhou Tongshan Station, and proposed to temporarily withhold the remaining 16 boxes of woods after first delivering 30 containers of wood until Company J paid the increased freight. On April 30, Company T delivered 30 containers of goods to the designated consignee of Company J. Company J brought a lawsuit in the Sichuan Pilot Free Trade Zone Primary People's Court (the "Court") for breach of contract by Company T, requesting compensation for the loss of goods of RMB 3,067,664.4 yuan, freight loss of RMB 67,950 yuan and interests on capital occupation. Company T brought a counterclaim, requesting Company J to pay RMB 743,540.76 yuan for increased freight and other expenses caused by force majeure and change of situation, interest on capital occupation and RMB156,840 yuan for storage. During the trial, the Court found that 46 boxes of wood involved in the case were mildewed or rot to varying degrees, and 30 boxes of wood of which were delivered, were

disposed by Company J with the consent of both parties on a market price, and determined the corresponding residual value. 16 boxes of wood detained by Company T without authorization have rotted and were disposed of as scrapped.

Holding

The Court held that this case was about a contractual relationship of freight forwarding for international railway transport, which shall be defined as a foreign-related case, and the governing law shall be the law of China according to the agreement. Regarding whether Company T breached the contract, the Court found the following: firstly, the Contract clearly stated that the service fee of USD 1,700 per box was the lump sum price, and it was not agreed that the charge was based on whether Company T could enjoy subsidies of the China-Europe Railway Express. Overseas customs inspection constituted a common risk of overseas business environment, and there was no basis for transferring the cost caused by such risk to Company J, which should be borne by Company T. Secondly, knowing that the consigned goods were perishable, Company T arbitrarily decided to change the railway arrival site and shipped the wood to Suqian Yanghe Railway Station and Xuzhou Tongshan Station, which latitude was lower while the temperature was higher, and was relatively unfavorable to the preservation of wood, which constituted a breach of contract and was found to have a considerable causal relationship with the

loss of 30 boxes of delivered wood mildewed. Thirdly, knowing that the consigned goods were perishable, Company T intentionally detained 16 boxes of wood for a long time under the circumstances of arbitrarily changing the railway arrival location and relatively high temperature, which constituted a breach of contract and had a direct causal relationship with the decay and scrap of the batch of wood. In view of the fact that after Company J received 30 boxes of wood that had been delivered, due to the dispute with Company T, it did not timely sell and dispose the goods, resulting in further depreciation of the value of the goods, there was also a certain causal relationship to the impairment loss of this batch of wood. Based on common sense and the actual situation of the case, such as the period during which the goods were not processed in time, the court determined that Company J should bear 35% of the loss of the depreciation of the 30 boxes of goods, and Company T should bear the remaining 65%. Company T shall pay for the loss of 16 boxes of discarded wood. Therefore, the Court made a judgment that Company T shall pay to Company J RMB 2,312,986.90 yuan for the loss of goods caused by the breach of contract and RMB 64,815.05 yuan for the loss of motor freight, and reject other claims of Company J, and Company T's counterclaim was dismissed. Company T appealed the first-instance judgment, but the Chengdu Intermediate People's Court, in a second-instance judgment, rejected the appeal and upheld the original judgment.

Significance

With the increasingly prominent role of China-Europe Railway Express in the “Belt and Road Initiative”, the volume of related cargo transportation and freight forwarding business continues to grow. Freight forwarding contract disputes caused by business environment risk factors in overseas countries are also increasing, and this case is a typical example. During the trial, the Court held that the “Spirit of Contract” should be respected and the contract terms should be fully respected in the sharing of the cost losses caused by the business environment risks of the relevant countries outside the region. As a professional freight forwarder, when quoting and contracting, the corresponding risks and costs should be estimated to negotiate a reasonable freight rate. When the fixed cost, transporting period and location have been defined, the contract should be strictly implemented. The attitude of the Court is very clear towards the malicious breach of contract of the freight forwarding enterprise which changes the transport location, impinges the goods without authorization and obtains improper benefits. According to the circumstances of the breach and the corresponding causal relationship, it is ordered to bear the liability for compensation. At the same time, according to the principle of good faith and the specific application of the derogation rule, the Court reasonably defines the non-breaching party’s fault for the expansion of the loss and its scope, so as to

reasonably divide the burden of the overall cargo damage. Meanwhile, the principle of litigation economy was fully implemented. When the plaintiff applied for the value assessment of the damage, after a full communication with the appraisal and evaluation institution, taking into account the litigation cost, appraisal time and other factors, the parties were fully clarified, and were organized to timely deal with the moldy wood goods by means of open market price change. Thus, we will try our best to avoid further expansion of cargo damage caused by contradictions and disputes between the two sides. The trial of this case is conducive to promoting the further improvement of the rules of cross-border cargo transport agency for China-Europe Railway Express urging freight forwarding enterprises to strengthen the prediction of overseas business risks, strictly observing the spirit of contract, regulating malicious breaches, and guiding both parties to the freight forwarding contract to improve their duty of care. In particular, it provides a rule reference for the transportation timeliness, loss reduction and other matters of fresh and perishable goods, which are common in cross-border transaction, and also provides a reference for similar China-Europe Railway Express logistics cases.

Case X

Respect for the Contractual Freedom and Trade Practices of Business Entities in the Efficient Resolution of Sichuan's First Bonded Warehouse Import Agency Fee Dispute

——Dispute over an Entrustment Contract between Company G, Company W and Company J

Essential Facts

Company G was incorporated in Qingyang District, Chengdu City, Sichuan Province, with a business scope of waterway transportation. On October 19, 2018, Company J entered into a entrustment contract with Company G to entrust Company G with the provision of customs clearance, transshipment, warehousing and other services for a batch of ceramic tiles imported from Italy to Chengdu bonded area. Company G fulfilled its obligations under the contract but Company J did not remit the corresponding service fee. On April 29, 2019, Company G, Company W and Company J signed a Supplemental Agreement, which provided that Company W would pay the service fee directly to Company G and the tiles would be transferred to Company W. The Supplemental Agreement also provided that Company J would be jointly and severally liable if Company W failed to fulfill its payment obligations. After the Supplemental Agreement was signed, Company W only partially fulfilled its payment obligations,

resulting in the tiles remaining in the Chengdu Railway Bonded Logistics Center. In view of this, Company G filed a lawsuit against Company W and Company J to expedite the resolution of the dispute.

Holding

After learning that the goods had been detained, the Sichuan Pilot Free Trade Zone Primary People's Court (the"Court") quickly launched an investigation and held a trial, concluding the case in less than a month. The Court held that there was a contractual relationship between Company G and Company J for customs clearance and warehousing of imported goods. The signing of the Supplemental Agreement gave Company W rights over the goods and imposed an obligation on Company J to pay a commission, of which Company W was fully aware. Company W's failure to pay the outstanding warehousing fees constituted a breach of contract. According to the terms of the supplementary agreement, Company J's joint and several liability had both a contractual and legal basis. The court made a judgment, ordering Company W to pay Company G RMB 244,800 yuan for the entrusted storage fee, and Company J was jointly and severally liable for the payment obligation.Following the issuance of the first-instance judgment, none of the parties appealed, and thus the judgment has come into legal effect.

Significance

The case is the first case involving import and export agency fee dispute in Sichuan Pilot Free Trade Zone. With the booming development of China-Europe Railway Express, the import and export business at Chengdu Railway Port has become increasingly active, which has led to the emergence of legal disputes over consignment fees of private enterprises. The case is a typical Italian imported goods consignment storage fee dispute. In the course of the trial, the court on both sides of the authenticity of the meaning of the contract and entrusted the factual basis of the storage costs for strict examination. The court strictly followed the principle of freedom of contract and current trade practices, accurately determined that the new owner of the imported goods and the original owner of the consignment of customs clearance and warehousing costs stipulated in the agreement to bear joint and several liability. The case took less than a month from filing to conclusion, effectively avoiding further expansion of the loss of warehousing costs due to prolonged detention of the goods. This result reflects the Court's commitment to ensuring the safety and efficiency of commercial activities while emphasizing cost-effectiveness in professional commercial trials. It highlights the high quality of the judicial process in creating a law-based business environment.