



GIOVANNI CATANZARO
LAW FIRM

UNCITRAL-UNIDROIT Model Law on Warehouse Receipts (2024)

贸易法委员会-制一所 仓单示范法 (2024年)

To provide a modern, harmonized legal framework for paper and electronic warehouse receipts.

为纸质和电子仓单提供现代、统一的法律框架

*Enhancing trade finance and legal certainty in goods storage.
增强贸易融资及货物存储中的法律确定性。*

1.

Scope and Legal Nature | 适用范围与法律性质

- Application: Applies to warehouse receipts, whether electronic records or paper documents.

适用：适用于仓单，无论其为电子记录还是纸质单据。

- Non-Derogation: Provisions of this Law may not be varied by agreement.

强制性：本法的规定不得通过协议减损或变更。

- Acknowledgment: The receipt acknowledges holding goods on behalf of the holder.

确认：仓单确认代表持有人持有相关货物。



2.

Key Contractual Parties | 主要合同方

- Warehouse Operator: A person in the business of storing goods for others.
• 保管人：为他人存储货物的经营者。
- Depositor: A person who deposits goods for storage.
• 出质人/寄托人：交付货物进行存储的人。
- Holder: The person in control or possession of the receipt.
• 持有人：控制或占有仓单的人。
- Storage Agreement: Terms on which the operator agrees to store goods.
• 存储协议：保管人同意存储货物的协议条款。



3.

Mandatory Information (Art. 10) | 强制性信息 (第10条).

- Required Data: Must include the words "warehouse receipt," names of parties, and description of goods.
- 必要数据：必须包含“仓单”字样、当事人名称及货物描述。
- Location/Date: Must state the place and date of issuance and storage location.
- 地点/日期：必须注明签发地点、日期及存储地点。
- Negotiability: Must specify if it is to order, to bearer, or in favor of a named person.
- 流通性：必须指明是凭指示、交付持有人还是记名仓单。



4.

Electronic Warehouse Receipts | 电子仓单

- Reliability Method: Must use a reliable method to identify the receipt and ensure integrity.
- 可靠性方法：必须使用可靠方法识别仓单并确保其完整性。
- Exclusive Control: A method must establish exclusive control of the record by a person.
- 排他性控制：必须通过某种方法建立个人对记录的排他性控制。
- General Standard: Reliability is assessed by data integrity and unauthorized access prevention.
- 一般标准：可靠性根据数据完整性和防止未经授权访问的能力进行评估



5.

Transfer and Negotiability | 转让与流通性

- Paper Receipts: Transferred by endorsement and delivery, or delivery only if to bearer.
- 纸质仓单：通过背书交付转让，若为不记名仓单则仅需交付。
- Electronic Receipts: Transferred by transfer of control.
- 电子仓单：通过控制权的转移进行转让。
- Transferee Rights: Acquires the operator's obligation to deliver and rights to the goods.
- 受让人权利：获得保管人的交付义务及对货物的权利



6.

The Protected Holder | 受保护的持有人

- Definition: A holder acting in good faith without knowledge of prior claims.
- 定义：处于善意且不知晓在先权利主张的持有人。
- Acquisition: Takes rights free of any claim or defense of the operator or others.
- 取得：取得的权利免受保管人或其他人的任何权利主张或抗辩。
- Breach of Duty: Protection applies even if a prior transfer involved a breach of duty.
- 违约责任：即使之前的转让涉及违约，保护依然适用



7.

Comparison: Holder vs. Protected Holder | 对比：持有人与受保护的持有人

Feature / 特征	Holder / 持有人	Protected Holder / 受保护的持有人
Definition 定义	A person in possession of a paper receipt or in control of an electronic receipt. 占有纸质仓单或控制电子仓单的人。	A person who acts in good faith and without knowledge of any right or claim to the receipt or the goods. 善意行事且不知晓对仓单或货物有任何权利主张的人。
Requirements 取得条件	Acquired through issuance, delivery, or transfer of control. 通过签发、交付或控制权转移取得。	Transfer must occur in the ordinary course of business or financing. 转让必须在正常的业务或融资过程中发生。
Rights to Goods 对货物的权	Acquires such rights to the receipt and goods as the transferor was able to convey. 取得转让人有权转达的对仓单及货物的权利。	Acquires ownership of the receipt and goods free of any right, claim, or defense of others. 取得仓单及货物的所有权，且免受他人的任何权利、主张或抗辩影响。
Impact of Fraud/Theft 欺诈/盗窃的影响	Rights may be limited if a prior transfer was defective. 如果此前的转让存在缺陷，其权利可能会受到限制。	Rights remain valid even if a previous holder lost the receipt due to fraud, theft, or misappropriation. 即使前手持有人因欺诈、盗窃或侵占而丢失仓单，其权利依然有效。
Lien Obligations 留置权义务	Must pay all outstanding amounts for storage and preservation owed to the operator 必须支付所欠保管人的所有仓储和保全费用。	Lien is limited to charges expressly stated in the receipt (or reasonable storage if none stated). 留置权仅限于仓单中明确载明的费用（若未载明，则为合理的仓储费。
Third-Party Judgments 第三方判决	May be subject to legal claims against previous owners. 可能受制于针对前手所有人的法律诉求。	Rights are not subject to judgments against any other person. 权利不受针对任何他人的法院判决的影响



8.

Liability and Duty of Care | 责任与注意义务

- Standard of Care: Operator must act as a diligent and competent warehouse operator.
•注意标准：保管人必须以勤勉且称职的保管人标准行事。
- Invalid Clauses: Clauses excluding liability for fraud, gross negligence, or willful misconduct are void.无效条款：排除欺诈、重大过失或故意不当行为责任的条款无效。
- Separation of Goods: Must keep goods separate for identification unless commingling is permitted.货物分隔：除非允许混合，否则必须分开存放货物以便识别。



9.

Warehouse Operator's Lien | 保管人的留置权

- Scope: Lien for storage charges, preservation expenses, and sale costs.
- 范围：对存储费、保全费和销售费用拥有留置权。
- Third-party Effectiveness: The lien is generally effective against third parties.
- 对第三方效力：留置权通常对第三方有效。
- Protected Holder Limit: Only charges expressly stated in the receipt are enforceable against them.
- 受保护持有人的限制：仅限仓单中明确记载的费用可对其强制执行。



10.

Delivery and Termination | 交付与终止

- Delivery Conditions: Surrender of receipt, payment of charges, and delivery instructions.
- 交付条件：退还仓单、支付费用并提供交付指示。
- Partial Delivery: Operator must note partial delivery on the receipt and return it.
- 部分交付：保管人必须在仓单上注明部分交付并将其退还。
- Termination: Operator may demand removal of goods by giving notice to interested persons.
- 终止：保管人可通过通知利害关系人要求其移除货物。



11.

Pledge Bonds (Optional Chapter V) | 质押债券 (可选第五章)

- Dual System: Allows for separate transfer of a warehouse receipt and a pledge bond.
- 双轨制：允许仓单与质押债券分别转让。
- Security Right: The pledge bond grants a security right in the goods.
- 担保权：质押债券授予对货物的担保权。
- Delivery Restriction: If separated, operator needs both documents to deliver goods before due date.
- 交付限制：若分离，到期前保管人需凭双证方可交付货物。



12.

Liability and Sanctions | 法律责任与制裁

- **Breach of Duty of Care:** The operator is liable for loss or damage to goods due to failure to exercise professional diligence.
- 违反注意义务：保管人因未尽到专业勤勉义务而导致货物损失或损坏的，应当承担赔偿责任
- **Delivery Default:** Failure to deliver goods to the rightful holder leads to liability for the value of the goods and related damages.
- 交付违约：未能向合法持有人交付货物的，需承担货物价值及相关损失的赔偿责任。
- **Invalid Liability Waivers:** Contractual clauses excluding liability for fraud, gross negligence, or willful misconduct are void.
- 免责条款无效：合同中排除因欺诈、重大过失或故意不当行为产生责任的条款均属无效
- **Misrepresentation:** Issuing a receipt with false information or failing to cancel a receipt upon delivery may lead to legal penalties.
- 虚假陈述：签发含有虚假信息的仓单或在交付后未注销仓单的行为，可能会受到法律制裁
- **Unauthorized Commingling:** Liability for damages resulting from the unauthorized mixing of goods from different depositors.
- 未经授权的混放：对未经授权混合存放不同寄托人的货物而造成的损害承担责任。



13.

Final Provisions | 最后条款

- Change of Medium: Operator may change receipt from paper to electronic or vice versa.
- 介质变更：保管人可应要求将仓单由纸质转为电子，或反之。
- Replacement: Procedures for issuing replacement receipts for lost or destroyed documents.
- 更换：针对丢失或损毁单据签发更换仓单的程序。
- Entry into Force: Law applies to receipts issued after the specified effective date.
- 生效：本法适用于指定生效日期后签发的仓单。





GIOVANNI CATANZARO
LAW FIRM

Mail: info@gc-law-firm.com
Web: studiolegalegiovannicatanzaro.it
PEC: giovanni.catanzaro@venezia.pecavvocati.it
Mob: +39 333 88 80 834

Venezia

Via Alessandro Poerio, 27
30171 - Venezia Mestre
Tel/Fax: +39 041 406 14 88
Mail: venezia@gc-law-firm-com

Gorizia

Viale XXIV Maggio, 1
34170 - Gorizia
Tel/Fax: +39 0481 786733
Mail: gorizia@gc-law-firm-com

Dubai

48 Burj Gate, 10th Floor, room #1001
Downtown - Dubai (UAE)
Mob: +971 031 220 9859
Mail: dubai@gc-law-firm-com

Member of:

