

海事审判工作白皮书



海事司法服务保障浙江跨境 电商高质量发展情况通报及 典型案例发布

宁波海事法院
二〇二四年十一月

宁波海事法院 海事司法服务保障浙江跨境电商 高质量发展情况通报

前 言

近年来，随着数字技术深度应用于跨境贸易产业链的各个环节，我国跨境贸易逐步实现智慧转型，跨境电商成为助力中国企业、产品及品牌出海的新赛道。跨境电商国际贸易新业态的蓬勃发展，刺激并推动国际物流服务模式转型和重塑。据统计，2023 年我国跨境电商进出口额 2.38 万亿元，增长 15.6%。跨境电商已成为促进外贸增长的重要动能。^[1]2024 年上半年，我国跨境电商进出口额 1.22 万亿元，同比增长 10.5%，高于同期我国外贸整体增速 4.4 个百分点。^[2]2024 年 6 月 8 日商务部等 9 部门发布了《关于拓展跨境电商出口推进海外仓建设的意见》。2024 年 8 月 7 日浙江省政府召开会议专题研究加快推进跨境电商高质量发展培育外贸新动能工作。当前，跨境电商已成为促进外贸增长的重要动能，受到越来越多的关注和重视。与此同时，大量涉海运跨境电商物流纠纷进入海事法院，并逐年快速增长，此类“互联网+国际运输”新型商业模式引起的国际货运物流纠纷成为与传统外贸模式有关货运代理纠纷规模相当的新类型纠纷，其业务模式，争议情况也更为复杂。

[1] 刘成、郁进东、李治国：《2023 年多地跨境电商出口创新高》，载中华人民共和国中央人民政府网 www.gov.cn，2024 年 8 月 9 日访问。

[2] 陈聪颖编制：《图表：跨境电商跑出“加速度”》，载中华人民共和国中央人民政府网 www.gov.cn，2024 年 8 月 9 日访问。

在此背景下，宁波海事法院为深入贯彻海洋强国战略和“一带一路”倡议，主动肩负优化营商环境、服务保障浙江跨境电商高质量发展、支持自贸区和世界一流强港建设等省市中心工作的职责使命，以 2021 年至今宁波海事法院审理的跨境电商涉海运全程物流纠纷案件为研究基础，分析此类案件审理的基本情况和存在的问题，尝试提出防范和化解相关法律风险的意见和建议，同时选取若干典型案例，以案释法，为跨境电商物流企业加快转型升级、提高风险防范和纠纷处置能力提供借鉴和参考。

一、跨境电商涉海运全程物流的基本情况

（一）跨境电商涉海运全程物流的概念

跨境电商是指不同国家或地区之间的交易主体，通过线上平台达成交易合意，进行支付结算，并通过跨境物流送达商品，完成交易的一种新型国际贸易模式。跨境电商与传统外贸模式最明显的不同，在于其将物流服务从传统模式的“港到港”向两端延伸至“门到门”，甚至在派送完成后继续提供配套服务。跨境电商一般采用多式联运的运输方式，包括出口和进口两大类。本报告所述跨境电商涉海运全程物流（以下简称跨境电商物流）就是跨境电商国际贸易模式下的国际物流运输和配套服务的概称。基于海事法院职能范围、调查数据基础为涉海运纠纷案件，以及海运为跨境电商物流最主要的运输方式等因素，本报告所述跨境电商物流中完成跨境运输的方式未包括空运和铁路运输。

（二）跨境电商物流服务合同的模式

跨境电商物流服务是以运输为核心，包括包装、装卸搬运、流通加工、订舱、报关、清关、仓储、配送及信息服务等附加内容的国际综合物流服务。物流模式上，跨境电商可以根据产品特点 and 成本时间等因素选取邮政包裹、国际快递、海外和边境仓储、物流专线等不同的物流模式。从审判实务来看，目前跨境电商物流纠纷案件涉及到的物流服务合同又可概括为直邮模式和“直邮+第三方海外仓”模式两类。^[3]

1. 直邮模式

在直邮模式下，物流服务商负责货物揽收后送到指定收货人处的全程物流，不负责后续为销售目的进行的仓储、配送等环节。跨境电商物流服务商提供的服务内容与传统对外贸易中的包清关跨境运输模式相类似，即合同的核心内容为货物的全程物流运输及进出口清关。

2. “直邮+第三方海外仓”模式

在“直邮+第三方海外仓”模式下，跨境电商物流服务商一般为第三方海外仓经营者，其提供的物流服务包含两大部分，第一部分与前述直邮物流模式相同，即“门到门”的物流服务，包括货物揽收、装箱、内陆拖车、出口报关、海运跨境运输、进口清关及到海外仓的内陆运输等；第二部分则为完成货物跨境送达后的销售辅助服务，包括货物到达海外仓后的拆箱、分拣、上架、仓储，到消费者端的配送服务及本地化售后等服务。

[3] 杜前，《涉海运跨境电商物流服务质量及其法律适用》，载《法律适用》2024年第1期。

（三）跨境电商物流纠纷类型

宁波海事法院管辖范围内的跨境电商纠纷主要针对于其物流端发生的纠纷，包括一定比例的海上货运代理合同纠纷（以下简称货代纠纷）和全部的多式联运合同纠纷（以下简称多式联运纠纷），以及少量的海上货物运输合同纠纷和海事海商纠纷等。其他跨境电商纠纷通常包括以下几类：买卖合同纠纷、产品责任纠纷、委托服务类合同纠纷、网络服务类合同纠纷、侵害个人信息等人格权益而产生的侵权类纠纷以及涉知识产权类纠纷。

二、涉跨境电商物流案件审理情况

宁波海事法院审理的跨境电商物流纠纷主要集中于货代纠纷和多式联运纠纷案由之下，本报告以宁波海事法院 2021 年至 2024 年 6 月期间该两类纠纷中的涉跨境电商物流纠纷数据为基础，以“门到门”物流服务、海外仓等因素为特征，并结合诉讼请求和证据等，对涉跨境电商物流纠纷案件进行筛选并分析。

（一）总体情况

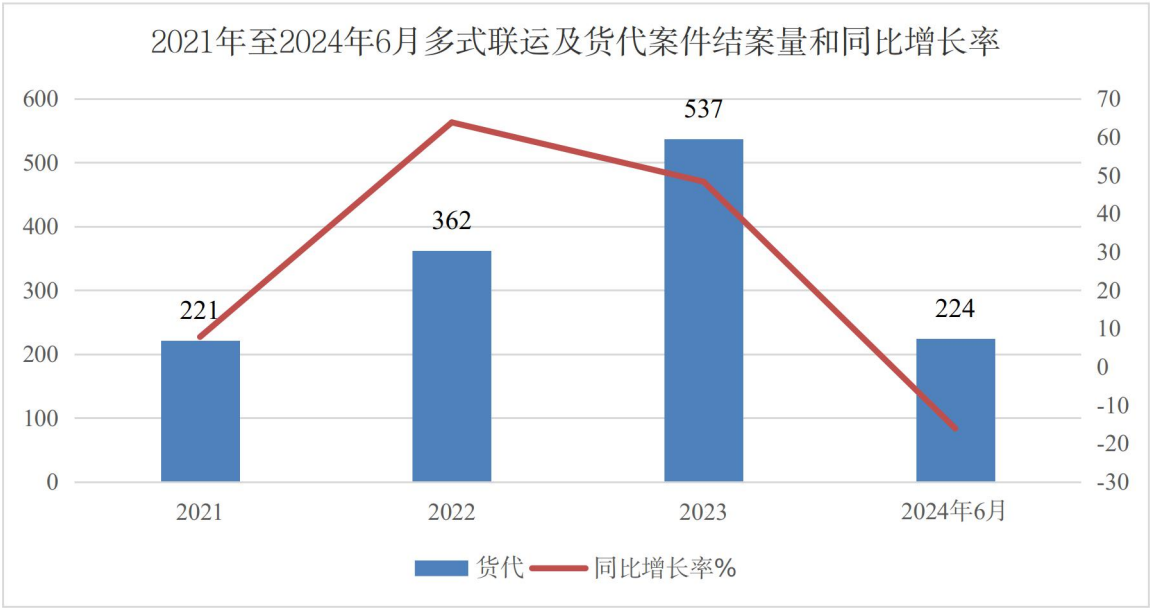
2021 年至 2024 年 6 月期间，本院审结货代纠纷案件量为 1344 件，结案总标的额为 57992 万元（详见表 1、图 1）。2021 至 2023 年期间，货代纠纷大幅上升，同比增长率持续超过 40%；2024 年上半年相比去年同期稍有回落，预计 2024 全年增势将放缓。

2021 年至 2024 年 6 月期间，本院审结多式联运纠纷为 26 件，结案总标的额 955 万元（详见表 1 和图 1）。相比货代纠纷

案件，该类纠纷在 2021 年以后才逐渐被单独识别，数量较少；2023 年开始呈现大幅增长态势，年结案量上升近 3 倍，且在 2024 年上半年保持了该趋势，对于该类案由的识别准确率稳步上升，这也与近几年跨境电商物流纠纷案件逐步增加相关。

表 1：2021 年至 2024 年 6 月货代纠纷和多式联运纠纷案件情况统计

案由及年度		2021 年	2022 年	2023 年	2024 年 6 月	合计
海上货运代理	结案量	221	362	537	224	1344
	同比增长率	7.8%	63.8%	48.3%	-16.1%	-
	结案标的额（万）	11376	13255	26007	7354	57992
多式联运	结案量	3	4	11	8	26
	同比增长率	-	33.3%	175%	166.7%	-
	结案标的额（万）	56	389	388	121	955

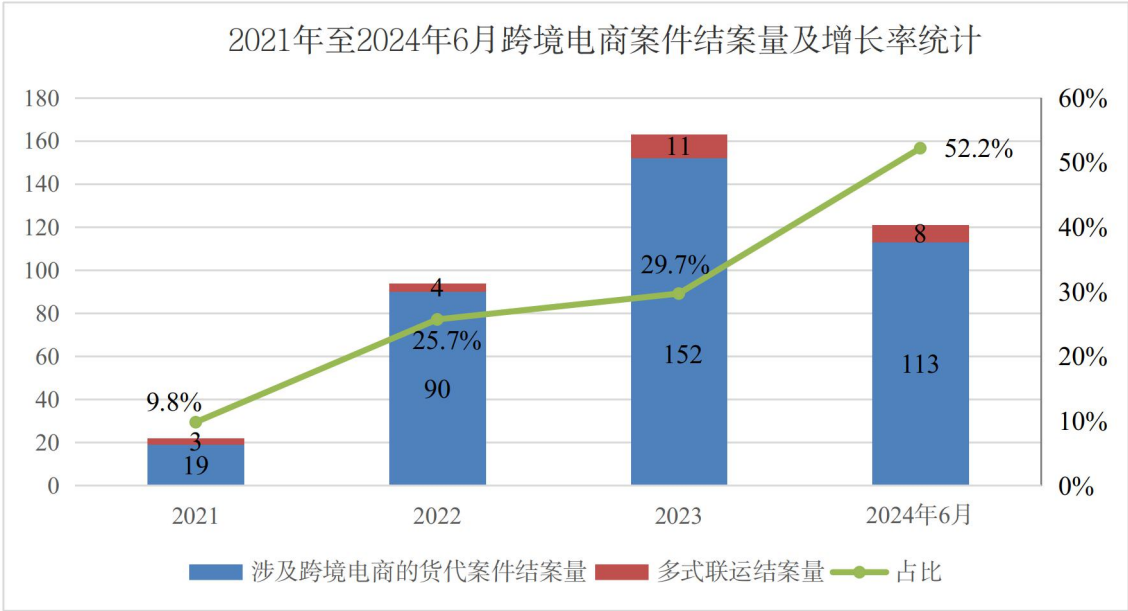


2021 年至 2024 年 6 月期间，本院审结跨境电商物流纠纷案件 400 件，占货代纠纷、多式联运纠纷两类案件总数的 29.2%（详见表 2），结案总标的额为 15784 万元。从结案量看，2021 年以来，跨境电商物流纠纷案件呈现快速增长态势（详见图 2）。从案件占比上看，2023 年跨境电商物流纠纷案件在多式联运纠

纷、货代纠纷两类案件中的占比已达 29.7%，为 2021 年的三倍，到 2024 年 6 月已经超过半数，反映了外贸物流服务中跨境电商模式正快速赶超传统外贸模式的市场和纠纷占比。

表 2：2021 年至 2024 年 6 月跨境电商物流纠纷案件情况统计

案由及年度	2021	2022	2023	2024 年 6 月	合计
结案量	22	94	163	121	400
占比	9.8%	25.7%	29.7%	52.2%	29.2%
结案标的额（万）	512	1699	11498	2075	15784



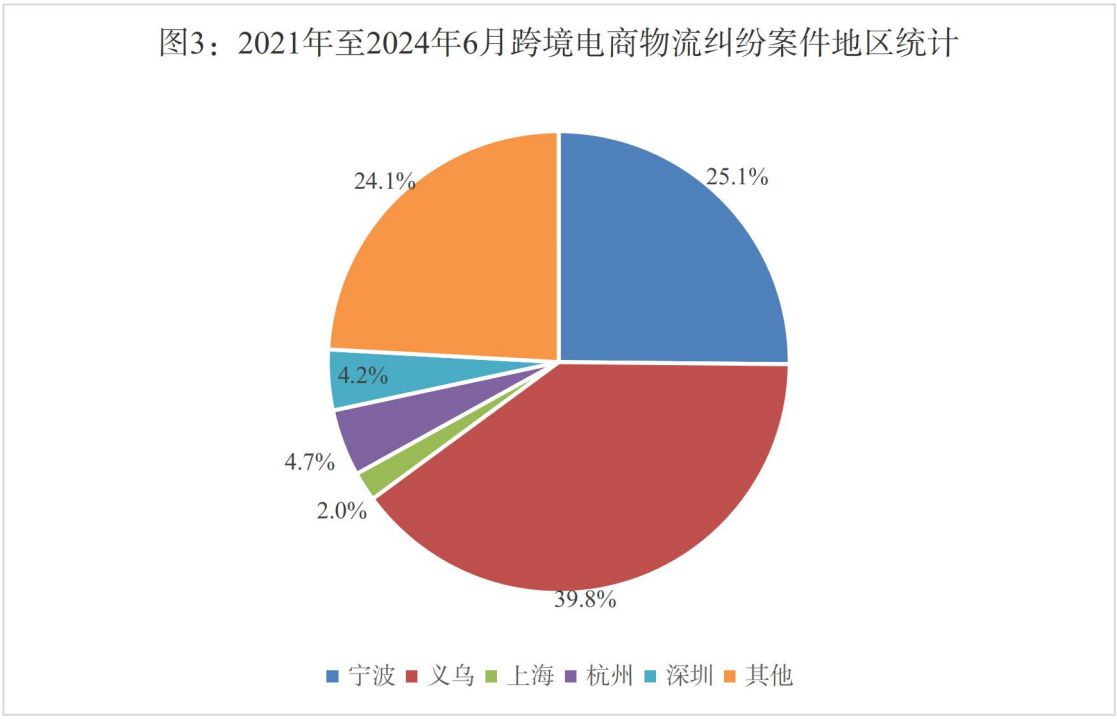
（二）地区分析

对本院 2021 年至 2024 年 6 月期间审结的 400 件跨境电商物流纠纷案件从地区进行进一步分析可见，案涉地区以长三角地区为主，总占比达到 71.7%，这与本院的管辖范围有直接关系。其中宁波、义乌分别达到 25.1%、39.8%。2021 年至 2022 年，宁波为跨境电商涉案最多的地区，而义乌涉案量在 2023 年呈现爆发式增长，至 2024 年 6 月持续成为涉案最多的地区（详见表 3、图 3）。

表 3：2021 年至 2024 年 6 月跨境电商物流纠纷案件地区统计

年份	涉及地区					
	宁波	义乌	上海	杭州	深圳	其他
2021 年	14	9	3	2	2	11
2022 年	64	21	2	2	2	3
2023 年	63	148	8	20	20	56
2024 年 6 月	31	94	1	8	5	95
合计	172	272	14	32	29	165
总占比	25.1%	39.8%	2%	4.7%	4.2%	24.1%

图3：2021年至2024年6月跨境电商物流纠纷案件地区统计



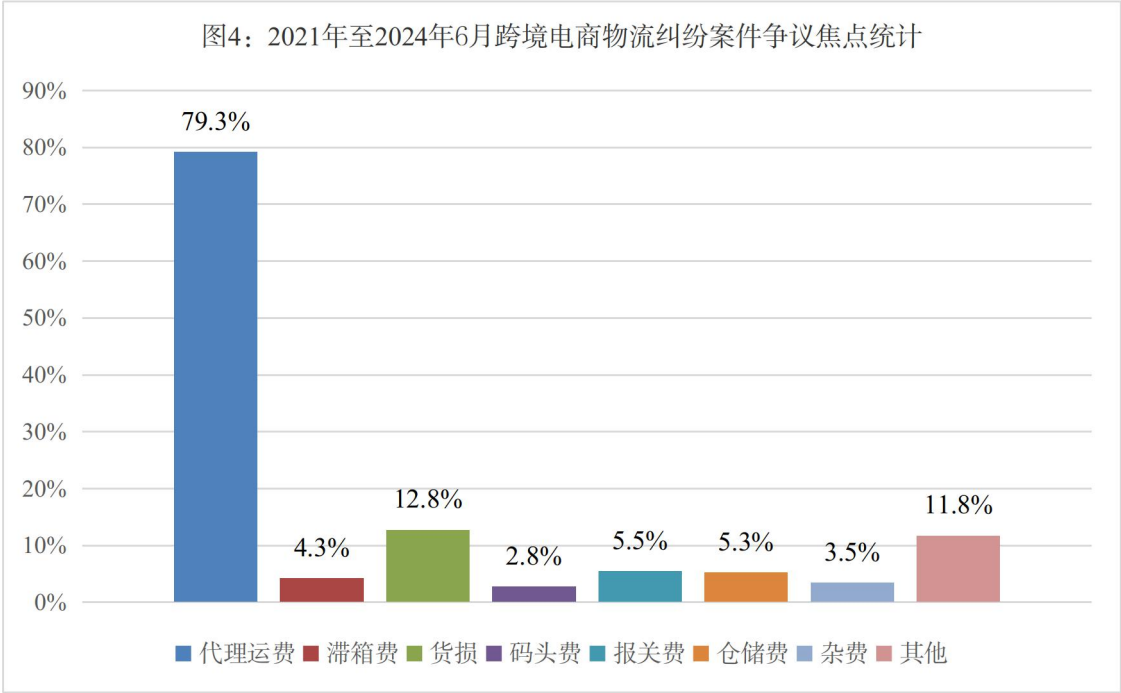
（三）争议焦点分析

对上述 400 件案件的争议焦点进行统计反映出，跨境电商物流纠纷案件的争议焦点主要包括代理运费、滞箱费、货损、码头费、报关费、仓储费等，其中 79.3%的案件争议焦点集中于代理运费纠纷，占比最高；涉及货损的案件次之，达 12.8%，涉及其他费用纠纷如报关费、滞箱费、仓储费等纠纷案件比例

相对较少，且分布均匀（详见表 4、图 4）。

表 4：2021 年至 2024 年 6 月跨境电商物流纠纷案件争议焦点统计

年份	争议焦点							
	代理运费	滞箱费	货损	码头费	报关费	仓储费	杂费	其他
2021 年	17	0	3	0	3	2	0	1
2022 年	73	9	8	8	3	3	3	12
2023 年	129	5	23	2	13	8	7	25
2024 年 6 月	98	3	17	1	3	8	4	9
合计	317	17	51	11	22	21	14	47
总占比	79.3%	4.3%	12.8%	2.8%	5.5%	5.3%	3.5%	11.8%



（四）物流路线分析

对上述 400 件案件的起运港、目的港进行统计可以看出本院受理案件的涉案港口地域分布特点。2021 年至 2024 年 6 月的相关案件中，起运港为宁波的案件占据绝大多数，为 276 件，占比 71.1%，也有部分案件起运港为上海、深圳，从国外港口

起运到国内的纠纷较少，占比仅为 1%。可见，绝大部分跨境电商物流纠纷案件均为出口案件。目的港中占据绝大多数的是美国各大港口，占比高达 74.5%，加拿大的目的港为 3.2%，以北美洲港口为目的港案件占比将近八成，之后依次为欧洲、亚洲、非洲等；此外，个别案件的目的港为宁波、太仓、南沙等国内港口，与上述从国外港口起运到国内的纠纷较少相对应（详见表 5、图 5-6）。

表 5：2021 年至 2024 年 6 月跨境电商物流纠纷案件起运港、目的港统计

起运港	宁波	上海	深圳	国外（葡萄牙、巴西等）		其他
数量	276	44	13	4		51
占比	71.1%	11.3%	3.4%	1.0%		13.1%
目的港	美国	加拿大	欧洲	亚洲	宁波、太仓、南沙等	其他
数量	306	13	50	19	4	19
占比	74.5%	3.2%	12.2%	4.6%	1.0%	4.6%

图5：2021年至2024年6月跨境电商物流纠纷案件起运港统计

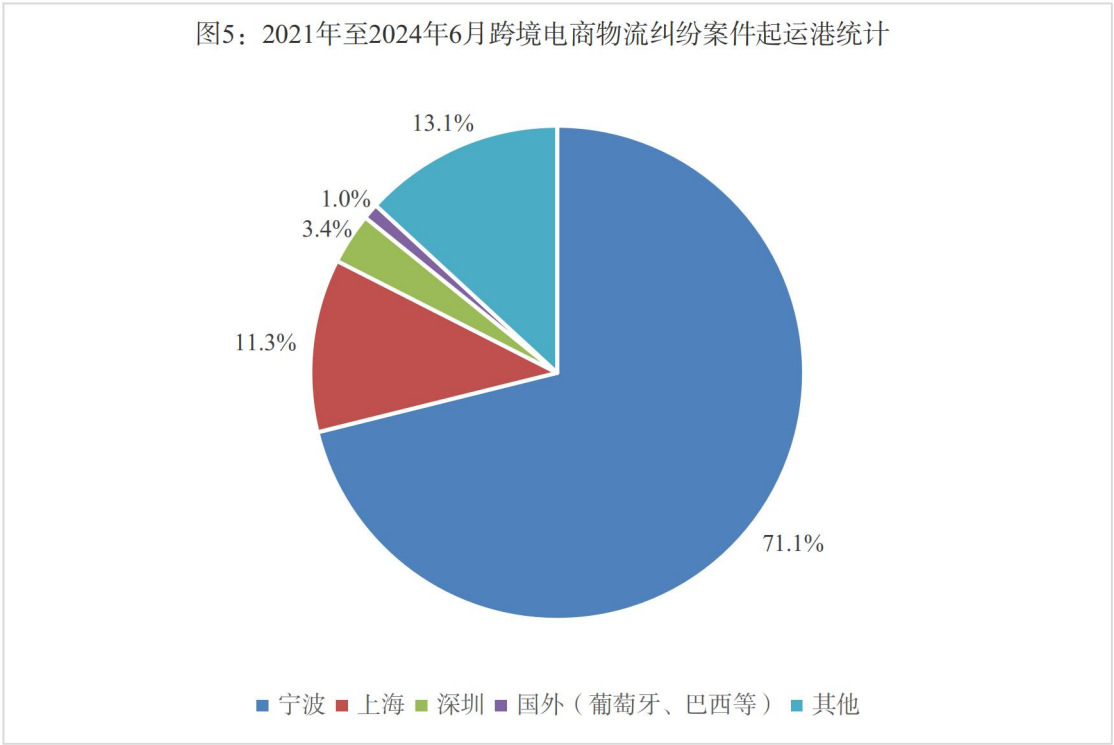
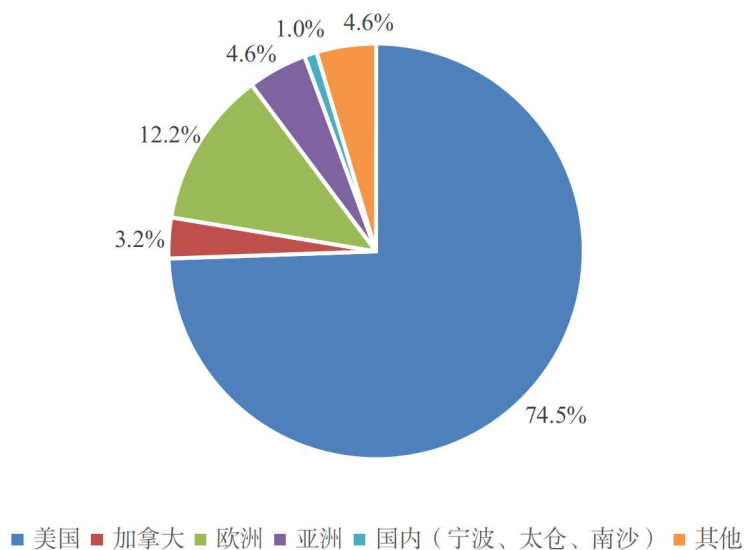


图6：2021年至2024年6月跨境电商物流纠纷案件目的港统计

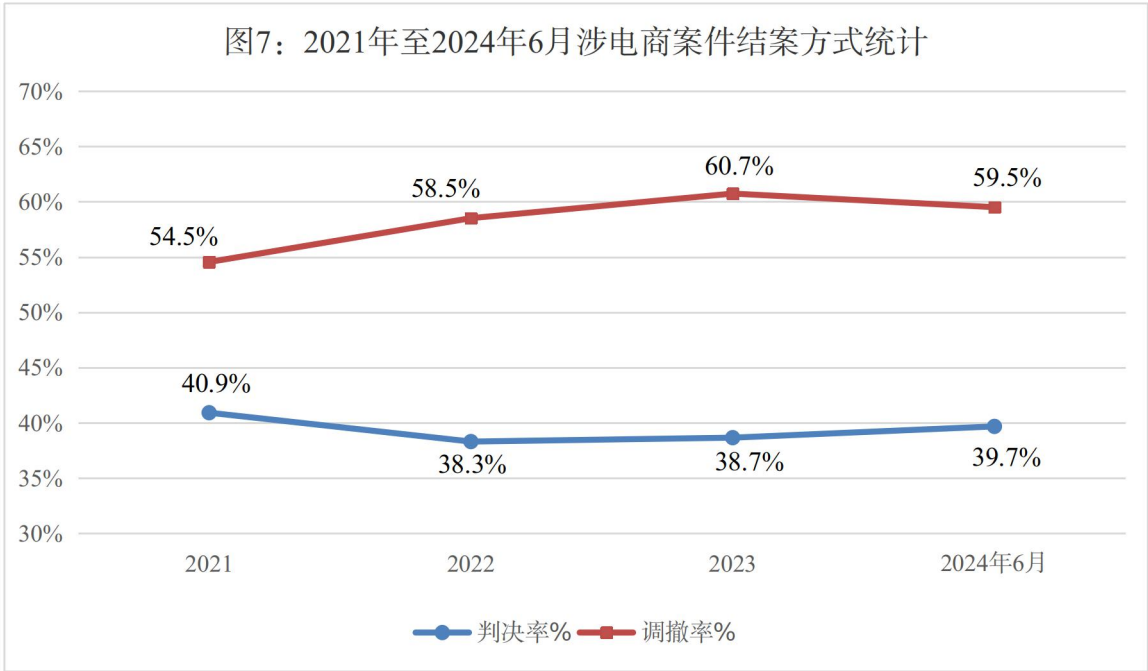


（五）结案方式分析

从结案方式看，2021年至2023年期间，跨境电商物流纠纷案件的判决数量随案件增长而相应增长，但判决率总体稳定，保持在39%左右；3年来调撤率呈现稳定上升趋势，三年期间上升6个百分点（详见表6、图7），反映了本院近3年来诉源治理和涉外多元解纷工作的成效。截至目前，本院设立海上共享法庭40家，与宁波市货代协会、宁波市国际联运协会、宁波国际商事调解中心、宁波仲裁委员会、中国海事仲裁委员会（浙江）自由贸易试验区仲裁中心、义乌市货代协会等建立了广泛的诉调对接机制。从法庭布局来看，近年来本院在杭州设立海事法庭，在义乌设立巡回审判站，加上宁波本部和温州、舟山、台州三地海事法庭，已经在我省主要的跨境电商城市建立了审判组织，具备审理案件的能力与条件，以应对快速增长包括跨境电商物流纠纷案件在内的各类纠纷。

表 6：2021 年至 2024 年 6 月跨境电商物流纠纷案件结案方式统计

年度	结案	判决	调解	撤诉	其他（移送）
2021 年	22	9	6	6	1
2022 年	94	36	35	20	3
2023 年	163	63	51	48	1
2024 年 6 月	121	48	33	39	1
合计	400	156	125	113	6



三、审判实践与裁判规则

（一）合同性质认定

跨境电商物流服务合同因不同物流模式带来了法律关系定性与解构上的不同。

直邮模式下，对于跨境电商物流服务合同的法律关系定性存在两种观点：一种是认为构成海上货运代理合同关系；另一种则认为属于包含多式联运合同在内的混合合同。实务中倾向于采纳第二种观点，即跨境电商物流服务合同的法律性质应为包含了多式联运合同在内的混合合同，且多式联运合同居于核

心地位，其余均为运输附加服务。就直邮模式的跨境电商物流服务合同关系，司法实践中纠纷主要集中于运输环节，包括运费拖欠、迟延交付和货损等争议。

“直邮+第三方海外仓”模式下，其第一部分物流服务内容与直邮模式大致相同，而第二部分的物流服务内容具有相对独立性。货物到达海外仓后，物流服务商根据货方指示将货物拆箱后上架进行动态管理，根据货方的订单指示将上架后的货物通过快递等方式配送至电商平台的消费者，以及发生退、换货时根据电商卖家要求提供配送、换标签、重新打包服务等，双方就该部分物流服务内容又构成包含仓储、配送等在内的服务合同关系，且该服务合同关系因融合了诸多有名及无名的服务合同亦属于混合合同。随着跨境电商企业委托运输的货物到达海外仓拆箱上架后，物流服务商与电商平台企业就第一部分物流服务内容与第二部分物流服务内容所涉标的物由整包裹的货物变成了一件件的商品，即不再具有同一性，且实践中电商平台卖家也完全可就两部分物流服务内容分别与不同的物流服务商订立合同，因此，在“直邮+第三方海外仓”模式下，物流服务商与电商平台企业之间就该两部分物流服务内容所成立的合同属于两个相对独立的合同。此种模式下，争议还多发于货物在海外仓的仓储、管理等环节，如拖欠仓储费用及由此引发的留置权争议。^[4]

（二）法律地位

[4] 杜前，《涉海运跨境电商物流服务合同性质及其法律适用》，载《法律适用》2024年第1期。

对涉跨境电商物流服务质量合同性质的认定，同时决定了对当事人法律地位的认定以及诉讼时效、举证责任分配、责任限制等相关法律适用。跨境电商模式中的物流服务商一般兼具双重或者多重身份，更多地充当了“中间人”和“组织者”的角色，一方面其作为货运代理人身份，协调订舱、报关、出运等事项；一方面其以承运人身份接受货主委托，完成全程物流事项，同时在其全程物流内部过程中又以托运人的身份，与实际承运人之间构成运输合同关系。

跨境电商物流服务商与传统无船承运人有些相似之处。两者都非实际承运人，都非通过自有船舶运输货物，而是通过与实际承运人合作，交由实际承运人完成海上运输。但两者也有明显不同。在法律地位上，有备案登记的无船承运人一般认定其承运人身份。而跨境电商物流服务商的法律地位认定并不统一，在司法实务中，认定为货代或者承运人的情况并存，以认定为承运人为多，但需要兼顾个案情况。在服务内容和责任区间上，无船承运人一般为“港到港”的海上运输服务，而跨境电商物流服务商提供的是“门到门”服务，包括海陆空运，以及运输以外的附加服务内容，后者服务和责任范围显然更大。

（三）责任承担

我国海商法第一百零四条至第一百零六条明确了多式联运经营人的责任制度，即在货损的具体运输区间能够明确界定的时候，有关其赔偿责任和限额应当依照该区段法律内容。当不能明确界定货损发生的具体运输区段的时候，对货物享有权利的

主体可以直接向提供多式联运经营人提出请求，要求其负担作为多式联运经营人应当负责的赔偿。多式联运经营人应该按照有关海运承运人的赔偿责任和赔偿限额向货物的托运人加以赔偿。跨境电商物流服务商关于运输内容的责任承担与多式联运经营人相似。其负有将合同项下货物妥善交付的义务，其接受委托的范围均为其责任区间，即使其未参与契约项下货物的运输（包括多式联运），或者将部分区段转交实际承运人负责，都必须为全程物流承担责任。此外，因其提供了运输以外的许多附加服务，故其比多式联运经营人承担了运输之外更多的责任。如跨境电商物流服务商根据货方指示将货物拆箱后上架进行动态管理，根据电商卖家要求提供配送、换标签、重新打包服务等。对于实际负责执行运输合同、管理货物的区段承运人等其他第三人，跨境电商物流服务商还应当尽到合理谨慎选择及监督的义务，对于实际承运人及其代理人、受雇人的行为也应承担责任。跨境电商物流服务商在向托运人进行赔付之后，可以对实际有责任的人进行追索。

但是多式联运服务商也在逐步延伸服务，向精细化和数字化发展，未来可能会与跨境电商物流服务商所提供的服务内容趋同，届时双方的界限也会愈发模糊，合同性质、法律地位、责任认定等也可能将趋同处理。

四、问题分析与对策建议

（一）管理层面

1.注意纠纷集中地区的风险管理

从数据分析和审判实践中可以看出，宁波和义乌两市跨境电商经济发达，纠纷也相对集中，增长迅速。建议相关政府部门及时出台相应政策予以鼓励和支持，提供相应的业务培训和法律服务，防范风险、减少纠纷。尤其是针对跨境电商纠纷快速增长的义乌地区，建议通过行政管理部门、海事法院、社会组织深入开展诉源治理和多元解纷服务，规范行业健康发展。

2.注意纠纷集中目的港的风险提示

从目的港看，以美国港口为目的港的跨境电商占比达到74.5%，这与中美之间的贸易往来频繁密切相关，但也一定程度上反映出与美跨境电商贸易存在较大风险，且跨境电商贸易过于集中。建议对长远风险及早做好预判和防范；同时，积极开拓更多海外市场，增加整体交易安全系数。如2024年3月18日第四届中国跨境电商交易会以“跨境向东盟，电商下南洋”为主题，吸引了全球30多个跨境电商平台以及印尼、马来西亚、菲律宾、越南、西班牙、俄罗斯、美国、墨西哥等数十个国家和地区的采购商。

（二）行业层面

1.定约风险

由于跨境电商行业迅速兴起，许多外贸交易从传统外贸模式向跨境电商模式转变的同时，相关规范和风险防控措施并未健全，许多跨境电商行业从业人员在定约时的风险意识尚未建立。一方面是对合同风险点的认识不足。如上所述，跨境电商物流纠纷案件的争议焦点主要为代理运费、滞箱费、货损、码

头费、报关费、仓储费等，其中将近八成的争议集中于代理运费项目。建议物流企业在定约时要针对纠纷集中的风险点，规范合同相关条款，强化相关条款设计，在履约时要加强对货物的掌控和监管。另一方面，对于合同相对人的履约能力审查不严。大量跨境电商物流纠纷案件中，跨境电商物流服务商与托运人仅通过微信或 QQ 聊天形式完成整个交易流程。当发生代理运费纠纷时，跨境电商物流服务商才发现对方欠缺履约能力，甚至为空壳公司或者找不到对方。建议跨境电商物流服务商在开展业务时，要注意加强对对方履约能力的审查，尤其是对于个人或者单人公司的托运人，更需关注对方履约能力，必要时核实对方实际住所地或者居住地。相关行业协会和职能部门应及时开展调研，提供行业指导和规范，并积极组织开展业务培训，培养更多专业人才，适应行业快速发展趋势。

2.交付风险

海商法第五十条第一款规定：“货物未能在明确约定的时间内，在约定的卸货港交付的，为迟延交付。”关于“明确约定的时间”的理解实践中容易产生争议，并存在不同观点，有的认为迟延交付需托运人举证证明承运人超过明确约定时间交付且承运人存在过失，托运人举证不能则予以驳回；有的以超出合理期限交货认定构成迟延交付并以超出合理时间（到港后六十日内）为由认定货物视为灭失。

有观点认为跨境电商物流经营人发送报价单的行为从性质上是一种要约邀请，除委托人予以承诺并达成多式联运合同的

情形外，包括时间承诺的报价单等一般对合同当事人不具有约束力，委托人也不能以运输期限超过报价单上载明的时间承诺为由主张迟延交付。同时，在委托人已经明确告知跨境电商物流经营者货物性质、交货期限等或者跨境电商物流经营者应当知道货物有特定交付期限的，可以适用民法典第八百一十一条的规定认定跨境电商物流经营者是否构成迟延交付。^[5]较为主流的观点认为，在跨境电商有关配送服务中，交货地点不是港口，且货代未直接控制货物运输，故传统海上货物运输与跨境电商物流运输关于“明确约定的时间”不能直接等同。跨境电商物流服务商关于运输时间（如正班船、加班船或限时达等）的告知应系对运输时间的预估，除非各方有例外约定，否则无法认定为对运输时间的承诺，而货方在对货物运输时间有迫切要求的情况下，应与货代公司就此作出约定，明确逾期交货的判断及损失认定的标准，否则在类似案件中其中主张的该项损失亦因证据或事实不足，难以得到支持。^[6]

可见，跨境电商模式中，海事法院对于迟延交付的认定均较为严格。托运人若对货物运输有时间要求，建议在托运时要与跨境电商物流服务商明确时间要求、逾期交货的判断及损失认定的标准，若发生迟延交付，还需要注意收集迟延交付、造成损失以及因果关系等方面的证据。承托双方对于迟延交付的约定需要更加谨慎且明确。

[5] 参见权晓、吴漫婷：《多式联运的法律适用困境与解决方案探析》，载广州海事法院微信公众号 2024 年 4 月 19 日。

[6] 参见（2022）浙 72 民初 150 号。

3. 货损风险

货损风险是国际贸易中的常见风险，在跨境电商模式的国际贸易中亦无法避免。如上文所述，跨境电商物流服务商接受委托的范围内均为其责任区间，故其面对的货损风险也相较传统国际贸易更大。在实践中，一些跨境电商物流服务商对于实际负责执行运输合同、管理货物的区段承运人、货物接收方等其他第三人缺乏制约，货物在这些区段发生货损或者灭失，其对托运人承担责任后可向实际责任人进行追索。但由于发生货损或者灭失的区段不在其掌控之下，相关证据很难请实际责任方配合收集。如在一起涉亚马逊电商跨境物流的海上货运代理合同纠纷案件中，亚马逊仓库以内部规定为由拒签 BILL OF LADING 的 POD（proof of delivery，即送货证明，为区别于海运提单，以下简称 POD），导致跨境电商物流服务商在无法证明货物已经送达，只能按货物灭失赔偿货主货损。^[7]建议跨境电商物流服务商对其责任区间内的承运人、甚至是区间外的平台方加强监管和沟通，保持对物流全程的留痕，以防在发生货损纠纷时，无法提供充分有效的证据证明货损原因，承担不必要的风险和责任。

4. 其他风险

商务部 3 月 22 日发布《跨境服务贸易特别管理措施（负面清单）》（2024 年版）和《自由贸易试验区跨境服务贸易特别管理措施（负面清单）》（2024 年版），标志着我国首次在全

[7] 参见（2023）浙 72 民初 712 号。

国对跨境服务贸易建立负面清单管理模式。负面清单自 2024 年 4 月 21 日起施行。跨境服务贸易负面清单按国民经济行业分类，统一列出针对境外服务提供者以跨境方式（跨境交付、境外消费、自然人移动模式）提供服务的特别管理措施。全国版跨境服务贸易负面清单共 71 条，首次在全国范围对跨境服务贸易建立负面清单管理制度，明确了跨境服务贸易准入的“基准线”。自贸试验区版跨境服务贸易负面清单共 68 条，在自然人职业资格、专业服务、金融、文化等领域作出开放安排，有序推进跨境服务领域扩大开放。随着跨境电商经济迅速发展，配套规章制度也将日趋完善，建议相关行业从业人员和企业应关注商务部等政府机关信息，及时学习掌握新的政策法规，以保障自身权益，避免发生违法违规行为。

跨境电商物流纠纷典型案例

案例一：关于跨境电商货物灭失的举证责任分配——东营市艾某国际贸易有限责任公司诉宁波鑫某供应链管理有限公司海上货运代理合同纠纷案

【基本案情】2021年7月，原告东营市艾某国际贸易有限责任公司（以下简称艾某公司）委托被告宁波鑫某供应链管理有限公司（以下简称鑫某公司）代理出运一票货物至美国亚马逊仓库。该票货物于同年7月21日向北仑海关申报出口，于同年8月27日运抵美国塔科马港（TACOMA），10月2日抵达芝加哥并卸载。鑫某公司称货物于10月28日经公路转运至位于俄亥俄州的亚马逊仓库，车队制作了抬头为 BILL OF LADING 的 POD，但亚马逊仓库以疫情后的社交距离规定等为由拒绝在 POD 上盖章。11月2日，双方结算付款完毕。因亚马逊网站一直未对案涉货物上架，艾某公司联系亚马逊平台得到回复要求提供有效的交货证明，形式为交付货物的电子截屏或亚马逊盖章提单。其后，艾某公司在亚马逊平台上传了 POD 照片，但亚马逊卖方客服回复，因没有有效文件（valid document），其无法调查未上架原因。此后，亚马逊平台对该票货物一直未予上架，亦未调查货件下落。艾某公司遂起诉鑫某公司，以货物丢失为由要求其赔偿货值损失。宁波海事法院认为鑫某公司负有交货义务。鑫某公司未能提供有效的交付凭证，导致货物下落不明，故其履行代理事务不当，应当对违约行为给艾某公

司造成的损失承担赔偿责任，故判决鑫某公司赔偿货物损失。

【典型意义】本案争议焦点为货代是否妥善履行代理事务。审理中，货代提交了来源于亚马逊网站的送货及预约记录，因未能展示完整的网址链接，其来源不明，缺乏有效的证据形式，故法院认定其未能提供有效的交付凭证，导致货物下落不明，属履行代理事务不当，判令其对违约行为给货主的损失承担赔偿责任。本案系根据证据规则判令负有证明货物已交付指定仓库的货代承担赔偿责任。该案比较典型地反映出跨境电商物流企业与国外电商平台的实力和话语权不对等、境外取证难度大，货主和电商企业国际诉讼能力差，以及亚马逊平台调查机制启动单方强势、商品上架机制不公开透明等问题，成为跨境电商外贸模式新的风险点。

案例二：关于跨境电商合同性质和纠纷案由的认定——广东某实业发展有限公司诉某（宁波）物流科技有限公司、宁波某供应链科技有限公司国际货物多式联运合同纠纷案

【基本案情】2020年11月10日，原告广东某实业发展有限公司（以下简称实业公司）委托被告某（宁波）物流科技有限公司（以下简称宁波物流公司）、案外人深圳某物流科技有限公司（以下简称深圳物流公司）由深圳出运两个集装箱货物至美国长滩港。其后，实业公司与两公司分别签订《海外仓储与物流服务合同》和《国际物流与海外仓储合同》，约定实业公司委托宁波物流公司为其提供中国出口至海外国家以及海外

仓配、海外仓一件代发、卡车配送至 FBA 等其他仓库、国际货运代理、代理海外清关等；委托深圳物流公司代理宁波等口岸的海运、空运出口货物国际运输服务、海外仓储服务、目的国代理清关、拖车、拆箱、派送、仓储等物流仓储业务。两公司接受委托后，向案外人订舱，并由案外人签发了两份无船承运人电放提单，其所载收货人系两公司目的港代理。货物于 11 月 19 日装船出运，并于 11 月 30 日在海运过程中落海灭失。涉案委托业务发生期间，被告宁波某供应链科技有限公司（以下简称供应链公司）同时为宁波物流公司及深圳物流公司的唯一股东，合同履行过程中，两公司在电子邮箱后缀、网站、宣传标签、人员、经营业务上存在重合。实业公司主张两公司人格混同，应承担共同赔偿责任。实业公司向宁波海事法院提起诉讼，请求判令宁波物流公司、供应链公司连带赔偿实业公司货物损失及利息。法院认定本案的法律关系为包含了海运方式在内的国际货物多式联运合同关系与仓储等服务合同关系的混合，判决支持实业公司关于由宁波物流公司、供应链公司赔偿货物损失的诉请。

【典型意义】跨境电商业务的特点为，接受委托的一方收取包干费用，提供“门到门”全程运输服务，以及报关、仓储等运输附加服务。货物在海运阶段多采用拼箱出运，一般不签发提单等运输单据。货物到港清关后的尾程运输一般为快递、卡车派送或其他陆上运输方式，如 UPS（United Parcel Service，美国联合包裹运送服务公司）、Fedex（联邦快递）等。对该类

物流合同的法律关系性质认定，即属于运输合同还是海上货运代理合同，司法实践中存在不同的认识。本案中，宁波海事法院明确了该类跨境电商物流合同的性质为国际货物多式联运合同与仓储合同、海上货运代理合同的混合。因涉案货损纠纷发生于海上运输环节，故本案应为国际货物多式联运合同纠纷，并因此明确了各方的权利义务。

案例三：关于跨境电商货物迟延交付的认定——宁波智某国际物流有限公司诉杭州锦某工艺品有限公司多式联运合同纠纷案

【基本案情】2021年9月起，被告杭州锦某工艺品有限公司（以下简称锦某公司）委托原告宁波智某国际物流有限公司（以下简称智某公司）出运电子蜡烛灯至美国亚马逊FBA仓库及自有仓库，操作惯例为每次拟出运前由智某公司按重量进行报价（区分正班船、加班船或限时达等），并告知时间要求（预计时间），后智某公司将货物代理出运至美国亚马逊FBA仓库及自有仓库，其中部分批次货物存在迟延，锦某公司因此被亚马逊相应扣款，合计1265美元，故锦某公司未支付运费，智某公司将其诉至法院。锦某公司也于案件审理中提起反诉，主张智某公司延期交货损失。

宁波海事法院认为结合航运实践，智某公司告知的运输时间系对运输时间的预估，非系对运输时间的承诺；其次，锦某公司据以主张的各项货物延迟损失，证据及事实不足，无法认

定存在该损失，亦无法证明因货物迟延导致该项损失产生；另一方面，考虑锦某公司委托智某公司出运货物时对运输时间的紧迫要求，以及涉案部分货物的实际延期时间、对货物销售可能产生的影响，故针对迟延交货部分酌情予以认定。

【典型意义】 本案中涉及的争议焦点即是迟延交付以及相应损失认定问题。一般而言，结合航运实践，货代公司关于运输时间（如正班船、加班船或限时达等）的告知系对运输时间的预估，除非各方有例外约定，否则无法认定为对运输时间的承诺，而货方在对货物运输时间有迫切要求的情况下，应与货代公司就此作出约定，明确逾期交货的判断及损失认定的标准，否则在类似案件中其中主张的该项损失亦因证据或事实不足，难以得到支持。

案例四：关于跨境电商物流服务商权限职责和仓储费用的认定——中亚宝某国际物流有限公司宁波分公司诉宁波黑某信息科技有限公司海上货运代理合同纠纷案

【基本案情】 被告宁波黑某信息科技有限公司（以下简称黑某公司）于2019年与原告中亚宝某国际物流有限公司宁波分公司（以下简称宝某宁波分公司）签订《国际货物运输代理协议》，委托宝某宁波分公司从事货物进出口代理等相关事宜。协议约定：宝某宁波分公司在履行代理事项的过程中应尽心尽责，应黑某公司的要求向其汇报进展情况；宝某宁波分公司可以以自己的名义与第三人签订协议，该协议效力及于黑某公司

等。2020年5月，受疫情影响，亚马逊FBA仓免仓时间发生变化，经宝某宁波分公司沟通，监管仓的免仓时间从3天延长至7天，超过免仓时间计滞留费。2020年9月11日，宝某宁波分公司与黑某公司就一票监管仓的货物处理费用进行沟通。黑某公司表示：哪个费用便宜选择哪个。宝某宁波分公司向国外代理公司垫付监管仓费用后，双方对账发现，部分月份账单的费用有大幅度减免，但部分月份的却未减免，宝某宁波分公司称，亚马逊临时通知取消了后面几条柜子的仓租减免。黑某公司则表示监管仓收费标准过高，对账单缺少起止时间等明细。

宁波海事法院认为，根据黑某公司提供的证据，其仅就部分委托的货物仓储进行了明示，并无概括授权交由宝某宁波分公司自行选择便宜方式对相关货物进行仓储的意思表示。涉诉委托事项涉及额外运输费、时间及黑某公司约仓并指示宝某宁波分公司发货的影响，宝某宁波分公司无法自行单独决定。另一方面，宝某宁波分公司作为黑某公司的代理，未按约向黑某公司披露其与第三人签订的协议内容或及时告知价格条款，且未采取适当措施防止损失的扩大。作为专业货代，宝某宁波分公司应谨慎选择适合、稳定的目的港代理，及时关注目的港货物流转情况和费用并向黑某公司提示，对于监管仓产生的仓储费用的变化应及时向目的港代理核实，故最终判决原、被告双方各自承担一定比例的责任。

【典型意义】不同于传统国际物流，跨境电商物流涉及的代理事项繁多，会涉及不同的监管仓库、海外仓库或电商仓库，

托运人在没有概括授权代理人处理全部代理事项的情形下，代理人仍需尽责提供代理服务。由于仓储方式受额外的运输费、时间及处置效率等各种因素影响，代理人无权自行决定，而应向托运人批露其与目的港代理签订的协议内容或及时告知价格条款，并作为消息的传递方尽责沟通，谨慎选择适合、稳定的目的港代理，及时关注目的港货物流转情况和费用并向原告提示，对于监管仓产生的仓储费用的变化应及时向目的港代理核实，采取适当措施避免损失扩大。

案例五：关于跨境电商物流服务商的谨慎注意义务和关税损失的认定——宁波亿某国际货运代理有限公司诉一诺某科技（杭州）有限公司海上货运代理合同纠纷案

【基本案情】2021年6月3日，被告一诺某科技（杭州）有限公司（以下简称一诺公司）委托原告宁波亿某国际货运代理有限公司（以下简称亿某公司）出口行李箱3件套到日本东京。FBA出货委托书载明了货物的件重体。一诺公司向亿某公司提供的产品清单载明了总数量、清关单价和清关总价。6月8日，一诺公司告知亿某公司货物数量和清关单价。货物于6月17日运往日本。6月21日，亿某公司员工向一诺公司核实涉案货物在日本的报关信息产生误解，导致其将原本30套价格按照90套价格报关。双方对多申报的关税存在争议，一诺公司遂拒付亿某公司代理费。宁波海事法院认为，涉案纠纷因亿某公司向日本海关申报关税时多报货物总金额导致，对此原、被告均

存在过错：通常情况下，作为货运代理的亿某公司不了解装货情况、货物价值及货物数量，故一诺公司在委托亿某公司报关时，有责任向受托人提供有效、明确的货物报关信息如货物数量、单价及总金额等。在亿某公司向一诺公司发送关税明细时，一诺公司未及时、谨慎核对，最终导致丧失在港口核对、修改货物数量的可能性。另一方面，亿某公司作为报关出口代理，未为一诺公司谨慎行使代理事务、核实货物数量及总价值，导致涉案损失的产生。最终酌定原、被告各自承担一半责任。

【典型意义】在跨境电商物流中，出运标的物通常都是小件拼箱货。货运代理人不了解装货情况、货物价值及货物数量，故委托人在委托代理人报关时，有责任向受托人提供有效、明确的货物报关信息如货物数量、单价及总金额等。货运代理企业在向委托人核实前述信息时，委托人应提供准确无误的信息。同时，受托人应谨慎核对委托人提供的全部信息，并在报关前将全部信息再次核对。双方对该信息的理解及沟通导致的报关损失，法院根据双方的过程情况酌定双方应承担的责任。

案例六：关于跨境电商物流海运段出现快船慢送情形的运费计算——浙江逸某国际物流有限公司诉东阳市芭某电子商务有限公司海上货运代理合同纠纷案

【基本案情】2021年9月至10月期间，被告东阳市芭某电子商务有限公司（以下简称芭某公司）陆续委托原告浙江逸某国际物流有限公司（以下简称逸某公司）出运67票货物至美国

某亚马逊仓库，双方约定货物用美森快船运输，运费按每票货物的重量收取，并使用美森快船运输的正常交付时间为 25 天左右（自交货时起至货物在卸货港提取后交美国 UPS 派送时止）。后逸某公司向芭某公司发送运费账单，账单显示 67 票货物运费总计 645522 元。芭某公司对其中的 42 票货物运费没有异议，但认为其中 1 票货物未送达，另外 23 票货物因逸某公司未按约定安排美森快船运输而用普船运输导致交付时间存在不同天数的迟延，相应运费应按普船价格计算。宁波海事法院经审查认为，对于尚未交付的 1 票货物，逸某公司无权收取运费。23 票迟延交付货物中有 1 票货物逸某公司自认用普船运输。另外 22 票货物迟延交付时间，与同期美森船与普船交货时间差基本吻合。虽然逸某公司主张迟延交付的货物系港口拥堵造成，但逸某公司对此未能举证，也未提供证据证明货物系使用美森快船运输，故采信芭某公司有关逸某公司换船运输的抗辩，并认定该 23 票货物的运费以普船价格计算。

【典型意义】随着跨境电商行业竞争日益加剧，经营者对货物运输的交货时间要求越来越高，海运承运人为迎合跨境电商物流服务商和托运人的需求提供多元选择方案，当托运人与跨境电商物流服务商明确约定货物使用快船运输，且双方对快船的正常交货时间确认一致，跨境电商物流服务商应当秉持诚信经营的理念，按约履行合同，即使用快船运输货物。若货物实际交付时间与普船运输交付时间基本吻合，跨境电商物流服务商又未举证其将货物交由快船运输的，应认定跨境电商物流

服务商将货物交由普船运输，货物运费应以普船标准结算。

案例七：关于定约和履约过程中对托运人履约能力的审查——优某跨境物流供应链（深圳）有限公司诉杭州捷某国际物流有限公司海上货运代理合同纠纷

【基本案情】2020年4月，原告优某跨境物流供应链（深圳）有限公司（以下简称优某公司）的上海分公司与被告杭州捷某国际物流有限公司（以下简称捷某公司）签订快递合作协议，约定由优某公司上海分公司负责将捷某公司委托的货物从国内运输至以色列，并在当地完成清关、派送等工作。自2022年5月起，优某公司接替优某公司上海分公司开始与捷某公司开展业务。后因捷某公司拖欠费用，暂停部分业务合作。2022年11月22日，双方就捷某公司拖欠款项事宜进行沟通，捷某公司支付部分款项后双方恢复合作，后又因捷某公司拖欠费用暂停。2023年1月12日，原、被告之间再次就拖欠款项事宜进行了沟通。2023年11月8日，捷某公司对拖欠优某公司费用进行确认，但仍未支付，至原告起诉时，捷某公司已下落不明。宁波海事法院进行了公告送达，并对该案进行了缺席判决，支持了优某公司诉请。

【典型意义】本案比较典型地反映了跨境电商物流运输业务的开展方式和常见的代理运费支付风险。较多跨境电商物流纠纷案件中，跨境电商物流服务商在业务开展伊始以及过程中，对于托运人的履约能力审查不足，在完成运输后，才发现对方

并无履约意愿或者能力，面临该类案件最常见的代理运费支付风险。且跨境电商物流服务商往往通过微信和邮箱开展业务，呈现的证据形式主要是微信聊天和邮箱往来记录，可能面临证据不足的风险。本案双方在履约过程中，托运人即已出现拖欠费用的情况，但原告仍未引起足够重视。直至托运人欠费后不付，甚至下落不明后，原告才提起诉讼，即便其主张得到法院支持，也面临执行不能的风险。

案例八：关于使用 UPS 跑水账号导致的运输风险——泉州市义某供应链管理有限公司诉泉州市运某供应链管理有限公司海上货运代理合同纠纷案

【基本案情】被告泉州市运某供应链管理有限公司（以下简称运某公司）与原告泉州市义某供应链管理有限公司（以下简称义某公司）签订《美国专线运输服务协议》，2023 年 5 月至 8 月期间由义某公司为被告提供货运代理服务，但运某公司未支付相应服务费用。审理中，运某公司提出反诉，称义某公司使用违规的美国 UPS 跑水快递账号运输货物，导致其货物被美国 UPS 快递公司扣留。经运某公司联系 UPS 客服，运某公司知运单单号被识别为伪造。原、被告双方本已协商确定货损赔偿标准，但之后义某公司却未如约履行。该案经宁波海事法院主持调解，双方达成和解。

【典型意义】本案比较典型地反映了跨境电商物流纠纷中跨境电商物流服务商使用跑水账号运货导致货损的问题。跑水

账号通常分为虚假面单和技术账号两类。虚假面单是指某些货代公司利用 UPS、USPS（美国邮政服务）等快递公司先送后结的规则漏洞，用贸易公司的名义开设账号，以虚假货量拿到低价折扣，然后以成本价或远低于市场价的极低价格揽收货物或转让运单；技术账号是指利用 UPS 面单编号的规则进行破解，直接打印虚假面单进行发货。跑水账号被查到后，直接面临追缴运费、停止服务、扣留或销毁货物等后果。该类纠纷在跨境电商物流纠纷案件中出现频次逐渐增多，该风险需要引起相关从业人员注意。

Briefing of Maritime Judicial Services of Ningbo Maritime Court Ensuring High-quality Development of Cross-border E-commerce in Zhejiang

Preface

As digital technology has been widely applied in every link of the cross-border trade industry chain in recent years, China's cross-border trade has gradually achieved intelligent transformation and cross-border e-commerce has emerged as a new track to assist Chinese enterprises, products, and brands in going global. The vigorous development of new business models in cross-border e-commerce international trade has stimulated and driven the transformation and reshaping of international logistics service models. According to statistics, China's cross-border e-commerce imports and exports in 2023 reached a volume of RMB 2.38 trillion yuan, marking a growth of 15.6%. Cross-border e-commerce has become an important driving force for the growth of foreign trade¹. In the first half of 2024, China's cross-border e-commerce imports and exports amounted to RMB 1.22 trillion yuan, a year-on-year increase of 10.5%, higher than the overall growth rate of China's foreign trade of the same period by 4.4 percentage points². On June 8, 2024, the Ministry of Commerce and eight other departments issued the "Opinions on Expanding Cross-border E-commerce Exports and Promoting the Construction of Overseas Warehouses". On August 7, 2024, a conference was convened by the People's Government of Zhejiang Province to study how to accelerate high-quality

1 Liu Cheng, Yu Jindong, Li Zhiguo: Cross-Border E-Commerce Exports Reach New Heights in Many Regions in 2023, published on www.gov.cn, website of Central People's Government of the People's Republic of China, accessed on April 8, 2024.

2 Prepared by Chen Congying: Chart: Cross-Border E-Commerce Runs at "Accelerated Speed", published on www.gov.cn, website of Central People's Government of the People's Republic of China, accessed on April 8, 2024.

development of cross-border e-commerce to foster a new impetus for foreign trade. Cross-border e-commerce is receiving more attention as it has become an important driving force in foreign trade growth. Meanwhile, a significant number of maritime disputes related to cross-border e-commerce logistics have been brought to maritime courts and have been rapidly increasing year by year. Such disputes, arising from the “Internet + international transportation” new business model, have become a new type of dispute comparable to the scale of traditional foreign trade model-related freight forwarding disputes, with more complex business models and dispute situations.

Against this backdrop, the Ningbo Maritime Court, for thoroughly implementing the maritime power strategy and “The Belt and Road” Initiative, has proactively taken on the responsibilities and missions of optimizing the business environment, safeguarding the development of foreign trade logistics enterprises, and supporting the construction of free trade zones and world-class strong ports, which are key tasks at the provincial and municipal levels. Based on the cross-border e-commerce cases involving maritime whole-process logistics dispute cases handled by the Ningbo Maritime Court since 2021, this report studies and analyses the basic situation and existing problems in the trial of such cases. It attempts to propose opinions and suggestions for preventing and resolving related legal risks, and selects several typical cases to explain the law through cases, providing reference and guidance for cross-border e-commerce logistics enterprises to accelerate transformation and upgrading, enhance risk prevention and dispute resolution capabilities.

I. Basic Information on the Whole Logistics of Cross-boarder E-commerce Involving Sea Transportation

1. Concept of the Whole Logistics of Cross-boarder E-commerce Involving Sea Transportation

Cross-border e-commerce refers to a new type of international trade model where transaction entities from different countries or regions reach agreements via online platforms, make payments, and complete transactions by delivering goods through cross-border logistics. The most notable difference between cross-border e-commerce and traditional foreign trade models is that it extends logistics services from the traditional “port-to-port” model to a “door-to-door” model, and even continues to provide supporting services after delivery is completed. Cross-border e-commerce typically employs multimodal transportation methods, including export and import. The whole logistics of cross-border e-commerce involving sea transportation mentioned in this report (hereinafter referred to as cross-border e-commerce logistics) is a general term for international logistics transportation and supporting services under the cross-border e-commerce international trade model. Based on the scope of functions of the Maritime Court, survey data on cases involving maritime disputes, and maritime transportation being the most dominant mode of transportation in cross-border e-commerce logistics, the modes of cross-border transportation in the cross-border e-commerce logistics described in this report do not include air and railroad transportation.

2. Models of Cross-Border E-Commerce Logistics Service Contracts

Cross-border e-commerce logistics services are comprehensive international logistics services, centering around transportation, with a variety of additional services including packaging, loading and unloading, circulation, processing, booking cargo space, customs declaration, customs clearance, warehousing, distribution, and information services. In terms of logistics models, different logistics methods are available in cross-border e-commerce, such as postal parcels, international express, overseas and border warehousing, and dedicated logistics lines based on product characteristics, cost, time and other factors. From the perspective of judicial practice, current

logistics service contracts in cross-border e-commerce logistics dispute cases are summarized into two categories: direct mail model and the “direct mail + third-party overseas warehouse” model.³

2.1 Direct Mail Model

In the direct mail model, logistics service providers are responsible for the whole-process logistics from the collection of goods to delivery to designated recipients, but they are not responsible for subsequent stages such as warehousing and distribution for sales purposes. The services provided by cross-border e-commerce logistics providers in this model are similar to the customs-cleared cross-border transportation model in traditional foreign trade, i.e., the core contents of contracts are the whole-process logistics transportation of goods and import/export customs clearance.

2.2 “Direct Mail + Third-Party Overseas Warehouse” Model

In the “direct mail + third-party overseas warehouse” model, cross-border e-commerce logistics service providers typically act as third-party overseas warehouse operators. The logistics services they provide are divided into two main parts. The first part is identical to the aforementioned direct mail logistics model, i.e., “door-to-door” logistics services, including goods collection, packing, inland trucking, export customs declaration, maritime cross-border transportation, import customs clearance, and inland transportation to overseas warehouses. The second part consists of sales support services after the goods have been delivered across borders, including unpacking, sorting, shelving, warehousing, distribution to consumers, and localized after-sales services once the goods arrive at overseas warehouses.

3. Types of Cross-Border E-Commerce Logistics Disputes

Within the jurisdiction of maritime courts, cross-border e-commerce

³ Du Qian, Nature and Law Application of Contract for Maritime Cross-Border E-Commerce Logistics Service, published in *Legal Application*, Issue 1, 2024.

disputes of Ningbo Maritime Court primarily focus on logistics-related issues, including a significant percentage of maritime freight forwarding contract disputes (hereinafter referred to as freight forwarding disputes) and all multimodal transport contract disputes (hereinafter referred to as multimodal transport disputes), as well as a small number of maritime cargo transportation contract disputes and maritime commercial disputes. Other types of cross-border e-commerce disputes typically include the following categories: sales contract disputes, product liability disputes, service commission contract disputes, online service contract disputes, tort disputes arising from the infringement of personal information and other personal rights, and intellectual property-related disputes.

II. Overview of Cross-Border E-Commerce Logistics Case Trials

Ningbo Maritime Court primarily handles cross-border e-commerce logistics disputes under the categories of freight forwarding disputes and multimodal transport disputes. Therefore, this report selects and analyzes the trials of cross-border e-commerce logistics disputes based on the data from these two types of disputes handled by Ningbo Maritime Court from 2021 to the first half of 2024, characterized by such factors as “door-to-door” logistics services and overseas warehousing, as well as claims and evidence.

1. General Situation

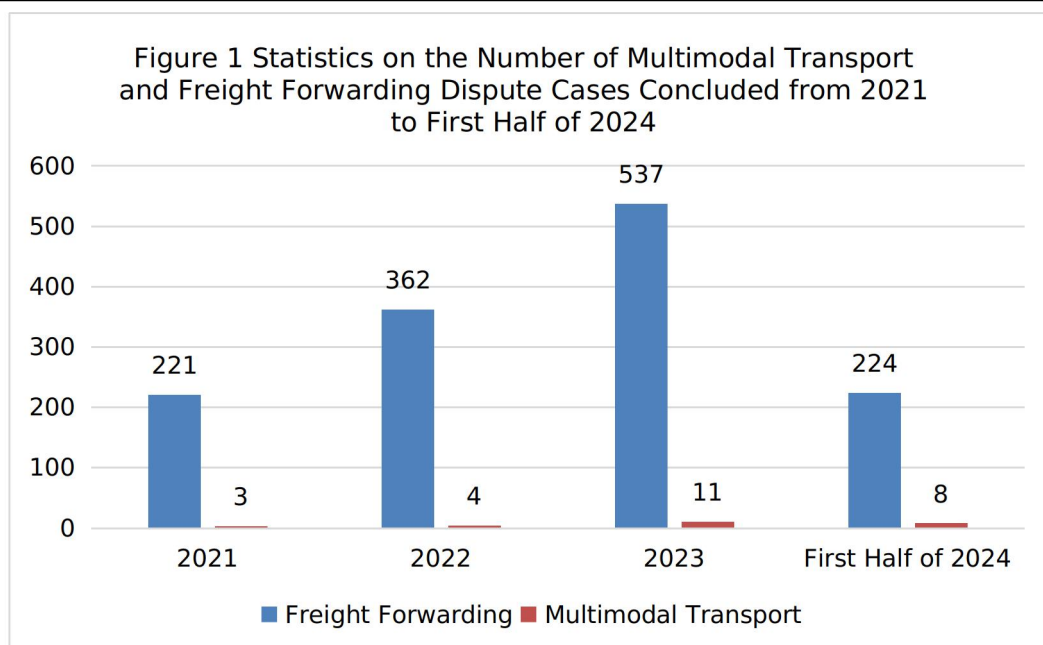
From 2021 to the first half of 2024, the Court concluded 1,344 freight forwarding dispute cases, with a total case value of RMB 579.92 million yuan (see Table 1 and Figure 1). From 2021 to 2023, freight forwarding disputes witnessed a significant increase, with an annual growth rate consistently over 40%. However, there was a slight decline in the first half of 2024 compared to the same period previous year, and it is expected that the growth rate will slow down for the entire year of 2024.

From 2021 to the first half of 2024, the Court concluded 26 multimodal transport dispute cases, with a total case value of RMB 9.55 million yuan

(see Table 1 and Figure 1). Compared to freight forwarding disputes, such dispute cases came to be identified separately after 2021, resulting in fewer cases. However, there was a significant increase in 2023, with the annual number of concluded cases nearly tripling, and this trend continued in the first half of 2024. The accuracy of identifying this type of cases has been steadily improved, which is also related to the gradual increase in cross-border e-commerce logistics disputes in recent years.

Table 1 Statistic of Freight Forwarding and Multimodal Transport Dispute Cases from 2021 to the First Half of 2024

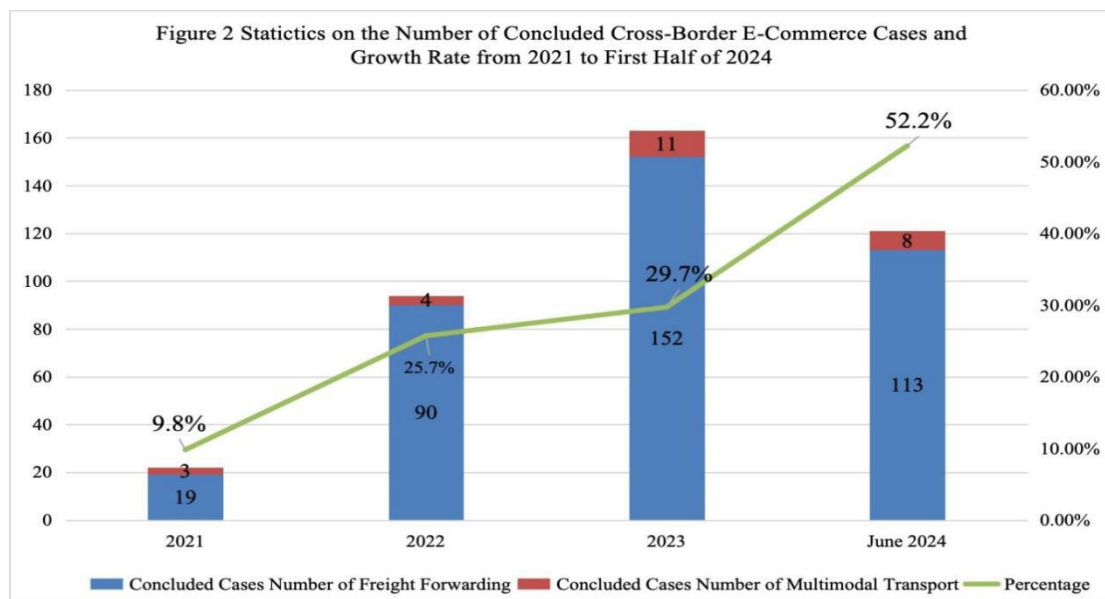
Cause of Cases and Year		2021	2022	2023	First Half of 2024	Total
Maritime Freight Forwarding	Number of Cases Concluded	221	362	537	224	1,344
	Year-on-Year Growth Rate	7.8%	63.8%	48.3%	-16.1%	
	Value of Cases Concluded (RMB 10,000 yuan)	11,376	13,255	26,007	7,354	57,992
Multimodal Transport	Number of Cases Concluded	3	4	11	8	26
	Year-on-Year Growth Rate	-	33.3%	175%	166.7%	-
	Value of Cases Concluded (RMB 10,000 yuan)	56	389	388	121	955



From 2021 to the first half of 2024, the Court concluded 400 cases of cross-border e-commerce logistics disputes, accounting for 29.2% of the total number of freight forwarding and multimodal transport disputes (see Table 2), with a total case value of RMB 157.84 million yuan. In terms of the number of cases concluded, there has been a rapid growth in cross-border e-commerce logistics disputes since 2021 (see Figure 2). In terms of the percentage of different cases, cross-border e-commerce logistics disputes took up 29.7% of the total number of multimodal transport and freight forwarding disputes in 2023, which is three times the percentage in 2021, more than half by June 2024. The data reflect to some extent that the cross-border e-commerce model in foreign trade logistics services is rapidly overtaking the traditional foreign trade model in market share and dispute percentage.

Table 2 Statistics on Cross-Border E-Commerce Logistics Dispute Cases from 2021 to June 2024

Cause of Cases and Year	2021	2022	2023	June 2024	Total
Number of Cases Concluded	22	94	163	121	400
Percentage	9.8%	25.7%	29.7%	52.2%	29.2%
Value of Cases Concluded (10,000 yuan)	512	1699	11498	2075	15,784

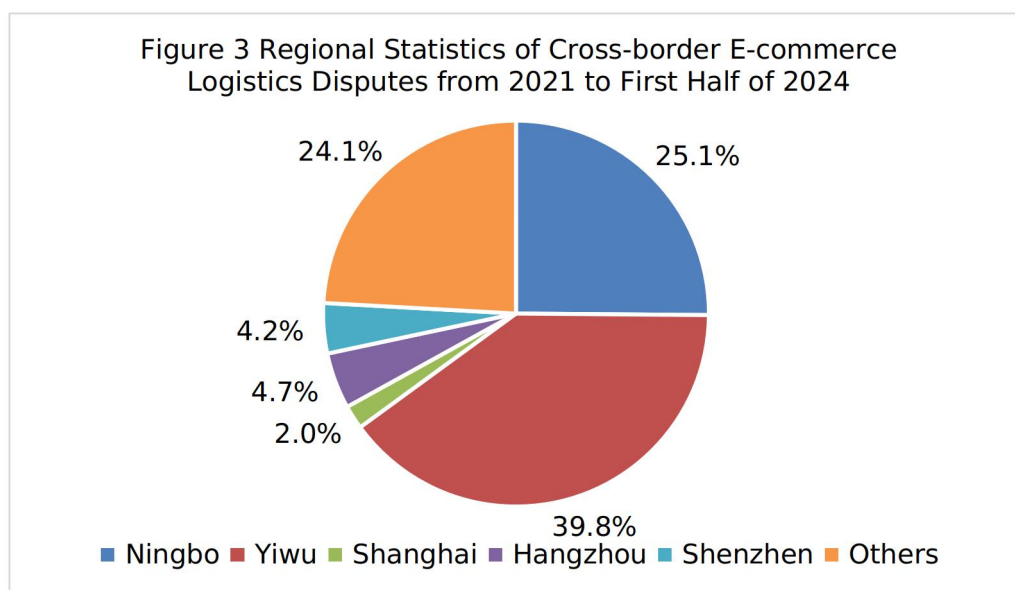


2. Regional Analysis

Further analysis of the 400 cross-border e-commerce logistics dispute cases concluded by the Court from 2021 to June 2024 shows that the cases are predominantly from the Yangtze River Delta region, accounting for 71.7% of the total. This is directly related to the jurisdiction of the Court. Among these, Ningbo and Yiwu account for 25.1% and 39.8% respectively. From 2021 to 2022, Ningbo remained the highest number of cross-border e-commerce cases, while Yiwu saw an explosive increase in cases in 2023, continuing to be the region with the most cases by June 2024 (see Table 3 and Figure 3).

Table 3 Statistics of Regions in Cross-Border E-Commerce Logistics Dispute Cases from 2021 to June 2024

Year	Regions					
	Ningbo	Yiwu	Shanghai	Hangzhou	Shenzhen	Others
2021	14	9	3	2	2	11
2022	64	21	2	2	2	3
2023	63	148	8	20	20	56
June 2024	31	94	1	8	5	95
Total	172	272	14	32	29	165
Total Percentage	25.1%	39.8%	2%	4.7%	4.2%	24.1%

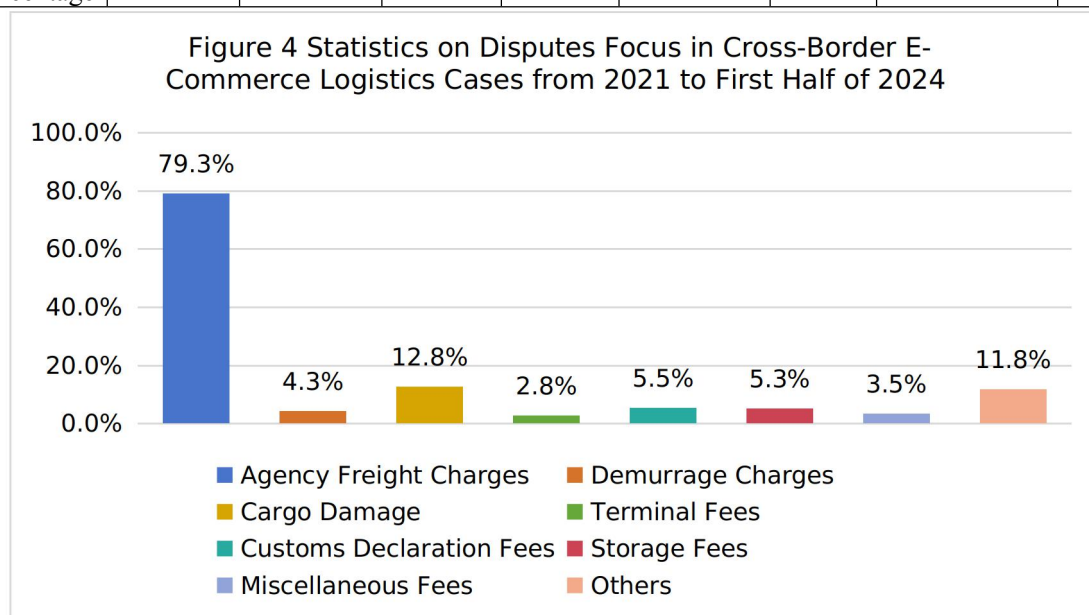


3. Analysis of Dispute Focus

The statistical analysis of the dispute focus in the aforementioned 400 cases reveals that the main points of contention in cross-border e-commerce logistics disputes include agency freight charges, demurrage charges, cargo damages, terminal fees, customs declaration fees, and storage fees. Among these, disputes over agency freight charges account for the highest percentage at 79.3%. Cases involving cargo damages come second, making up 12.8%, while disputes over other fees such as customs declaration, demurrage, and storage are relatively few and evenly distributed (see Table 4 and Figure 4).

Table 4 Statistics on Dispute Focus in Cross-Border E-Commerce Logistics Dispute Cases from 2021 to June 2024

Year	Dispute Focus							
	Agency Freight Charges	Demurrage Charges	Cargo Damages	Terminal Fees	Customs Declaration Fees	Storage Fees	Miscellaneous Fees	Others
2021	17	0	3	0	3	2	0	1
2022	73	9	8	8	3	3	3	12
2023	129	5	23	2	13	8	7	25
June 2024	98	3	17	1	3	8	4	9
Total	317	17	51	11	22	21	14	47
Total Percentage	79.3%	4.3%	12.8%	2.8%	5.5%	5.3%	3.5%	11.8%



4. Analysis of Logistics Routes

The statistics of the ports of loading and the ports of destination in the aforementioned 400 cases reveals the regional distribution characteristics of the ports involved in the cases accepted by the Court. From 2021 to June 2024, the majority of cases, accounting for 71.1%, took Ningbo as the port of loading, totaling 276 cases, while a small portion of cases had ports of loading in Shanghai and Shenzhen. Disputes involving shipments from foreign ports to domestic ports were relatively few, accounting for only 1%. It is evident that the vast majority of cross-border e-commerce logistics disputes are export-related cases. Regarding ports of destination, the majority were major ports in the United States, accounting for 74.5%. Cases with North American ports as the destination, including Canadian ports of destination, which accounted for 3.2%, made up nearly 80% of the total. This was followed by ports in Europe, Asia, and Africa. Besides, a few cases had domestic ports such as Ningbo, Taicang, and Nansha as the ports of destination, thus the relatively few disputes involving shipments from foreign ports to domestic ports (See Table 5 and Figure 5-6).

Table 5 Statistics on Ports of Loading and Ports of Destination in Cross-Border E-Commerce Logistics Dispute Cases from 2021 to June 2024

Ports of Loading	Ningbo	Shanghai	Shenzhen	Foreign Countries (Portugal, Brazil, etc.)		Others
Number	276	44	13	4		51
Percentage	71.1%	11.3%	3.4%	1.0%		13.1%
Ports of Destination	USA	Canada	Europe	Asia	Ningbo, Taicang, Nansha, etc.	Others
Number	306	13	50	19	4	19
Percentage	74.5%	3.2%	12.2%	4.6%	1.0%	4.6%

Figure 5 Statistics on Ports of Loading in Cross-Border E-Commerce Logistics Dispute Cases from 2021 to First Half of 2024

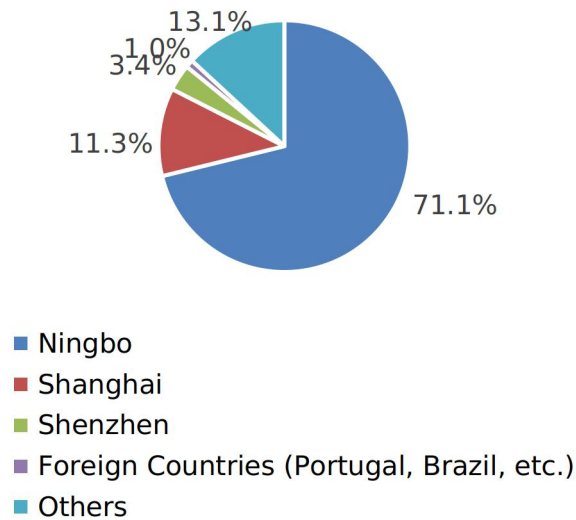
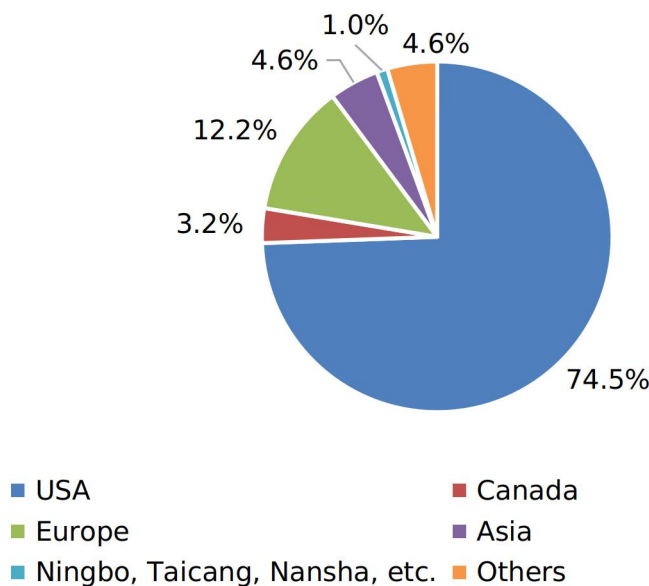


Figure 6 Statistics on Ports of Destination in Cross-Border E-Commerce Logistics Dispute Cases from 2021 to First Half of 2024



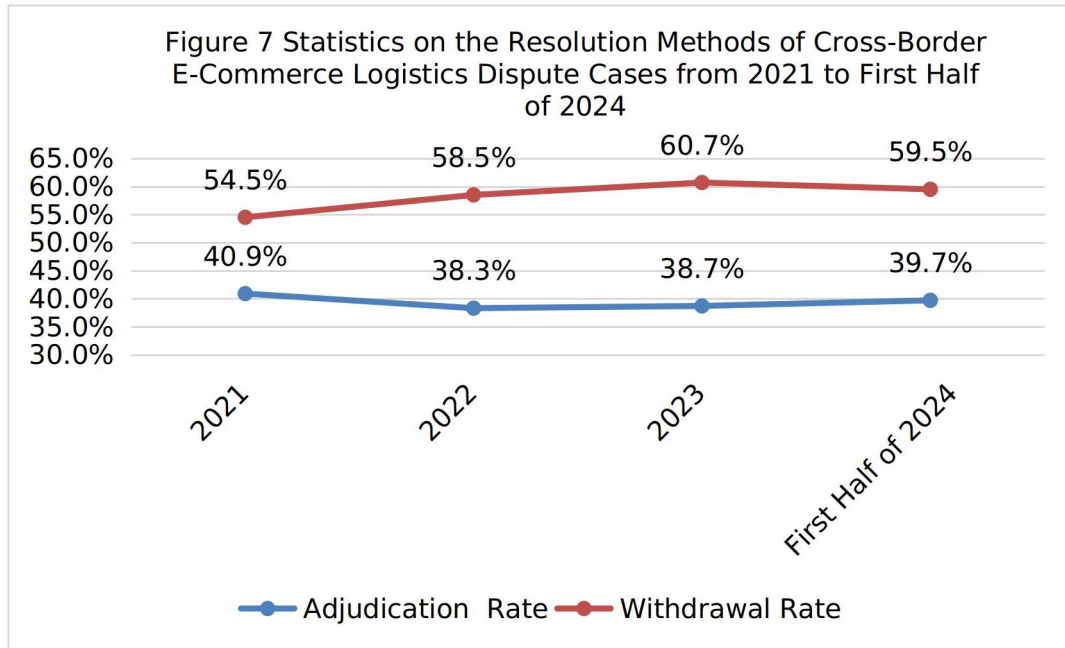
5. Analysis of Case Resolution Methods

From the perspective of case resolution methods, the number of adjudications in cross-border e-commerce logistics dispute cases increased correspondingly with the rise in cases from 2021 to 2023. However, the adjudication rate remained stable at around 39%. Over the past three years,

the withdrawal rate has shown a steady upward trend, increasing by 6 percentage points during this period (see Table 6 and Figure 7). This reflects the effectiveness of the Court's efforts in the governance of litigation source and diversified dispute resolution for foreign-related cases over the past three years. As of now, the Court has established 40 shared maritime courts and has formed extensive litigation-mediation coordination mechanisms with the Ningbo International Freight Forwarders Association, Ningbo International Transport Association, Ningbo International Commercial Mediation Center, Ningbo Arbitration Commission, China Maritime Arbitration Commission CMAC Zhejiang Pilot Free Trade Zone Arbitration Center, Yiwu International Freight Forwarders Association and others. In terms of court layout, with a maritime court recently established in Hangzhou, a circuit trial station in Yiwu, together with the Court in Ningbo and the maritime courts in Wenzhou, Zhoushan, and Taizhou, the Court has established judicial organizations in the major cross-border e-commerce cities in Zhejiang Province, having the capability and conditions to handle cases, including the rapidly growing cross-border e-commerce logistics disputes.

Table 6 Statistics on the Resolution Methods of Cross-Border E-Commerce Logistics Dispute Cases from 2021 to June 2024

Year	Cases Resolved	Adjudications	Mediation	Withdrawals	Others (Transferred)
2021	22	9	6	6	1
2022	94	36	35	20	3
2023	163	63	51	48	1
June 2024	121	48	33	39	1
Total	400	156	125	113	6



III. Judicial Practice and Adjudication Rules

1. Determination of Contract Nature

The nature of cross-border e-commerce logistics service contracts varies according to the logistics model, leading to different legal relationship and deconstruction.

Under the direct mail model, there are two prevailing views regarding the legal relationship of cross-border e-commerce logistics service contracts. One view considers it to be a maritime freight forwarding contract, while the other regards it as a mixed contract that includes a multimodal transport contract. In practice, the second view is generally adopted, which holds that the legal nature of cross-border e-commerce logistics service contracts shall be considered as mixed contracts that include a multimodal transport contract at their core, with other services as additional transport services. Disputes in judicial practice concerning direct mail model cross-border e-commerce logistics service contracts mainly focus on the transportation segment, including disputes such as freight arrears, delayed delivery, and cargo damages.

In the “Direct Mail + Third-Party Overseas Warehouse” model, the first

part of the logistics services is similar to the direct mail model in contents, while the second part of that is relatively independent. After the goods arrive at overseas warehouses, logistics service providers, following the instructions of the consignors, unpack the goods and shelves them for dynamic management. Based on the consignors' order instructions, the shelved goods are then delivered to the e-commerce platform's consumers via express delivery or other means. Besides, in cases of returns or exchanges, logistics service providers offer services such as delivery, relabeling, and repackaging as required by e-commerce sellers. This part of the logistics service contents constitutes a service contract relationship that includes warehousing and delivery, and it is also considered a mixed contract due to the integration of various special and nameless service contracts. As cross-border e-commerce enterprises' consigned goods arrive at overseas warehouses and are unpacked and shelved, the subject matters of the logistics service providers' first and second parts of the logistics service contents change from whole packages to individual items. This results in a loss of uniformity, and in practice, e-commerce platform sellers can establish separate contracts with different logistics service providers for the two parts of the logistics service contents. Therefore, under the "Direct Mail + Third-Party Overseas Warehouse" model, the contracts established between logistics service providers and e-commerce platform enterprises for these two parts of the logistics service contents are relatively independent contracts. In this model, disputes frequently arise in warehousing and management of overseas warehouses, such as arrears in storage fees and related lien disputes.⁴

2. Legal Status

The determination of the nature of cross-border e-commerce logistics service contracts also decides the legal status of the parties involved, as well

⁴ Du Qian, Nature and Law Application of Contract for Maritime Cross-Border E-Commerce Logistics Service, published in *Legal Application*, Issue 1, 2024.

as limitation of action, allocation of burden of proof, and liability limitations. In cross-border e-commerce models, logistics service providers typically assume dual or multiple roles, often acting as both “intermediaries” and “organizers.” On one hand, they function as freight forwarders, coordinating tasks such as booking cargo space, customs declaration, and shipment. On the other hand, they act as carriers, accepting consignments from shippers and managing the entire logistics process. Within the whole comprehensive logistics process, they also establish transport contracts with actual carriers as consignors.

Cross-border e-commerce logistics service providers share some similarities with traditional Non-Vessel Operating Common Carriers (NVOCCs). Both are not actual carriers and do not transport goods with their own vessels but collaborate with actual carriers to complete maritime transport instead. However, there are significant differences between the two. In terms of legal status, registered NVOCCs are generally recognized as carriers, while the legal status of cross-border e-commerce logistics service providers is not uniformly defined. In judicial practice, they may be identified as either freight forwarders or carriers, with a tendency to recognize them as carriers, though individual cases shall be considered. Regarding service contents and liability scope, NVOCCs typically provide “port-to-port” maritime transport services, whereas cross-border e-commerce logistics service providers offer “door-to-door” services, including sea, land, and air transport, as well as additional services beyond transportation. Consequently, the services and liability scope of the latter are significantly broader.

3. Liability

Articles 104 to 106 of “The Maritime Law of the People’s Republic of China” clearly define the responsibility system for multimodal transport operators. If loss of or damage to the goods has occurred in a certain section

of the transport, the provisions of the relevant laws and regulations governing that specific section of the multimodal transport shall be applicable to matters. If the section of transport in which the loss of or damage to the goods occurred shall not be ascertained, the party entitled to the cargo can directly claim compensation from the multimodal transport operator, who is responsible for the entire multimodal transport. The multimodal transport operator shall be liable for compensation in accordance with the stipulations regarding the carrier's liability and limitation. The liability of cross-border e-commerce logistics service providers for transportation contents is similar to that of multimodal transport operators. They are obligated to properly deliver the goods under the contract. Their scope of responsibility includes the whole logistics process, even if they did not participate in the transportation of the goods under the contract (including multimodal transport) or if they transferred part of the section to an actual carrier. Therefore, they shall assume responsibility for the entire logistics process. Moreover, they bear more responsibilities than multimodal transport operators as they provide many additional services beyond transportation. For example, cross-border e-commerce logistics service providers may unpack and shelve goods for dynamic management based on the consignors' instructions, and provide delivery, relabeling, and repackaging services as required by e-commerce sellers. For other third parties, such as section carriers who are actually responsible for executing the transportation contract and managing the goods, cross-border e-commerce logistics service providers shall exercise reasonable care in selection and supervision. They are also liable for the actions of actual carriers and their agents or employees. Cross-border e-commerce logistics service providers can seek recourse from the party actually responsible after compensating shippers.

However, multimodal transport operators are also gradually expanding their services towards more refined and digital operations. Their services may

converge with those provided by cross-border e-commerce logistics service providers, blurring the boundaries between the two in the future. Consequently, the nature of contracts, legal status, and liability determinations may also be handled in a similar manner.

IV. Problem Analysis and Suggestions

1. Management Level

1.1 Pay Attention to the Risk Management in Dispute-Prone Areas

Data analysis and judicial practice indicate that cross-border e-commerce is sound and advanced in Ningbo and Yiwu, where disputes abound and are rapidly increasing. It is recommended that relevant government departments promptly introduce supportive policies, provide appropriate business training and legal services, and implement risk prevention measures to reduce disputes. For Yiwu in particular, where cross-border e-commerce disputes are growing rapidly, it is suggested that administrative management departments, maritime courts, and social organizations work together to be heavily engaged in the governance of litigation sources and diversified dispute resolution services to regulate the healthy development of the industry.

1.2 Pay Attention to Risk Warning for Dispute-Prone Ports of Destination

From the perspective of ports of destination, 74.5% of cross-border e-commerce transactions are destined for U.S. ports. This is closely related to the frequent and close Sino-US trade exchanges, but it also reflects significant risks in cross-border e-commerce trade with the U.S. and an over-concentration of trade. It is recommended to anticipate and prevent long-term risks in advance, and meanwhile, actively explore more overseas markets to increase the overall transaction safety coefficient. For example, the Fourth China Cross-Border E-Commerce Fair held on March 18, 2024 under the theme of “Cross-Border to ASEAN, E-Commerce to Southeast

Asia” attracted over 30 global cross-border e-commerce platforms and buyers from countries and regions such as Indonesia, Malaysia, the Philippines, Vietnam, Spain, Russia, the United States, and Mexico.

2. Industry Level

2.1 Contractual Risks

Due to the rapid rise of the cross-border e-commerce, many foreign trade transactions have shifted from traditional foreign trade models to cross-border e-commerce models. However, the relevant regulations and risk prevention measures have not yet been fully developed, and many practitioners in this industry have not yet established a strong awareness of contractual risk points when entering into agreements. On one hand, they lack understanding of the risk in contracts. As mentioned above, the main disputes in cross-border e-commerce logistics cases are agency freight charges, demurrage charges, cargo damages, terminal fees, customs declaration fees, and storage fees, with nearly 80% of disputes concentrated on agency freight charges. It is recommended that logistics companies, when entering into contracts, shall standardize the relevant clauses concerning these high-risk points, strengthen the design of these clauses, and enhance the control and supervision of goods during contract performance. On the other hand, there is insufficient scrutiny of the ability of the counterparty to perform the contract. In many cross-border e-commerce logistics dispute cases, the whole transaction process between the cross-border e-commerce logistics service provider and the shipper is completed only through WeChat or QQ chat. When disputes over agency fees arise, the logistics service provider often discovers that the counterparty lacks the ability to perform the contract, is a shell company, or cannot be located. It is suggested that cross-border e-commerce logistics service providers strengthen the examination of the counterparty's ability to perform the contract when conducting business, especially for individual or one-person company

shippers. It is crucial to verify the actual domicile or residence of the counterparty when necessary. Relevant industry associations and functional departments shall conduct timely research, provide industry guidance and standards, and actively organize business training to cultivate more professionals to adapt to the rapid development of the industry.

2.2 Delivery Risks

Article 50, Paragraph 1 of the Maritime Law stipulates: “Delay in delivery occurs when the goods have not been delivered at the designated port of discharge within the time expressly agreed upon.” In practice, the interpretation of “the time expressly agreed upon” can lead to disputes and differing opinions. Some believe that for delayed delivery, the shipper shall provide evidence that the carrier exceeded the time expressly agreed upon and that the carrier was at fault; the claim is dismissed if the shipper fails to provide such evidence. Others argue that delivery beyond a reasonable period constitutes delayed delivery and that goods are considered lost or damaged if not delivered within a reasonable time (within sixty days after arrival at the port).

One viewpoint holds that the act of a cross-border e-commerce logistics operator sending a quotation is essentially an invitation to offer. Unless the commissioning party makes a commitment and a multimodal transport contract is formed, quotations, including time commitments, generally do not bind the contracting parties, and the commissioning party cannot claim delayed delivery based on the transport period exceeding the time stated in the quotation. Besides, if the commissioning party has explicitly informed the cross-border e-commerce logistics operator of the nature of the goods and the delivery time, or if the logistics operator should have known that the goods had a specific delivery time, Article 811 of the Civil Code can be applied to determine whether the logistics operator constitutes delayed delivery.⁵ The

⁵ Quan Xiao and Wu Manting: Analysis of the Legal Application Dilemmas and Solutions of Multimodal Transport, published on the WeChat public account of Guangzhou Maritime Court on April 19, 2024.

popular view is that in cross-border e-commerce delivery services, the delivery location is not a port, and the freight forwarder does not directly control the transportation of goods. Therefore, the “the time expressly agreed upon” in traditional maritime cargo transport shall not be directly equated with cross-border e-commerce logistics transport. The cross-border e-commerce logistics service providers’ notification regarding transport time (such as scheduled vessel, overtime vessel, or time-limited vessel) shall be considered an estimate of the transport time. It cannot be considered a commitment to the transport time unless the parties have made exceptional agreements. If they have urgent requirements for the transport time, the shippers shall agree with the freight forwarding company on the criteria for determining delayed delivery and the standards for identification of loss of goods. Otherwise, it shall be difficult to support the claims for such losses in similar cases due to insufficient evidence or facts⁶.

It is evident that maritime courts are relatively strict in determining delayed delivery in the cross-border e-commerce model. If the shippers have specific time requirements for the transport of goods, it is recommended to clearly specify the time requirements, criteria for determining delayed delivery, and standards for identification of loss with the cross-border e-commerce logistics service providers. In the event of delayed delivery, it is also important to collect evidence related to the delay, the resulting losses, and the causal relationship. Both parties shall be more cautious and explicit in their agreements regarding delayed delivery.

2.3 Cargo Damages Risks

Cargo damages risks are common in international trade, and unavoidable in the cross-border e-commerce model of international trade. As mentioned above, within the scope of the commission, cross-border e-commerce logistics service providers are responsible, thus facing more risk

⁶ No. 150 [2022], First, Civil Division, 72, Zhejiang

of cargo damages compared to traditional international trade. In practice, some cross-border e-commerce logistics service providers lack control over the actual carriers responsible for executing the transportation contracts, the carriers managing the goods during certain sections, the recipients of the goods, and other third parties. If cargo damages or losses occur in these sections, they can seek recourse from the actual responsible party after undertaking responsibility to the shipper. However, since the section where the damages or losses occurred is not under their control, it is difficult to collect relevant evidence in cooperation with the actual responsible party. For instance, in a case involving an Amazon e-commerce cross-border logistics maritime freight forwarding contract dispute, the Amazon warehouse, citing internal regulations, refused to sign the bill of lading's POD (proof of delivery, to distinguish from the maritime bill of lading, hereinafter referred to as POD). This led to the failure of cross-border e-commerce logistics service providers to prove the delivery of the goods, and they shall only compensate the shippers for the losses of goods.⁷ It is recommended that cross-border e-commerce logistics service providers conduct stronger supervision and communication to carriers within their scope of responsibility, and even with platform parties outside their scope, to keep a record of the whole logistics process, in case that they are unable to provide sufficient and effective evidence to prove the cause of cargo damage and bear unnecessary risks and liabilities in the event of cargo damage disputes.

2.4 Other Risks

On March 22, the Ministry of Commerce released the “Special Management Measures for Cross-border Service Trade (Negative List)” (2024 Edition) and the “Special Management Measures for Cross-border Service Trade in Free Trade Zones (Negative List)” (2024 Edition), marking China’s establishment of the first nationwide negative list management

⁷ No. 712 [2023], First, Civil Division, 712, Zhejiang.

system for cross-border service trade. The negative list took effect on April 21, 2024. The cross-border service trade negative list is classified according to the national economic industry classification and uniformly lists the special management measures for overseas service providers to provide services through cross-border modes, including cross-border delivery, overseas consumption, and movement of natural persons. The national cross-border service trade negative list contains 71 items, establishing a negative list management system for cross-border service trade nationwide for the first time and clarifying the “baseline” for cross-border service trade access. The free trade zone version of the cross-border service trade negative list contains 68 items, enabling the growing opening of those areas in cross-board services, e.g., natural person professional qualifications, professional services, finance, and culture. Supporting regulations and systems will gradually improve with the rapid progress of cross-border e-commerce economy. It is suggested that relevant industry practitioners and enterprises pay attention to information from government agencies such as the Ministry of Commerce, and learn and master new policies and regulations in a timely manner to protect their rights and interests and obey laws and regulations.

Typical Cases of the Whole Logistics of Cross-boarder E-commerce Involving Sea Transportation Disputes

Case 1: Allocation of Burden of Proof Regarding Loss of Cross-Border E-Commerce Goods—Dongying Ai’s International Trade Co., Ltd. v. Ningbo Xin’s Supply Chain Management Co., Ltd. Maritime Freight Forwarding Contract Dispute

[Brief Facts]

In July 2021, the plaintiff, Dongying Ai’s International Trade Co., Ltd. (hereinafter referred to as “Ai’s Company”), entrusted the defendant, Ningbo Xin’s Supply Chain Management Co., Ltd. (hereinafter referred to as “Xin’s Company”) to act as a shipping agent for a consignment of goods to be delivered to an Amazon warehouse in the United States. The goods was declared for export to the Beilun Customs on July 21 the same year and arrived at the port of Tacoma, USA on Aug.27. On Oct.2, the goods arrived in Chicago and were unloaded. Xin’s Company claimed that on Oct.28, the goods were transported by road to an Amazon warehouse in Ohio, and the fleet prepared a POD (proof of delivery) headed as a bill of landing, but the Amazon warehouse refused to stamp the POD, citing social distance regulations implemented due to the pandemic. On Nov.2, both parties completed the settlement payment. Since the goods in question had not been listed on the Amazon website, Ai’s Company contacted the Amazon platform and received a reply requesting a valid POD, either in the form of a digital screenshot of the delivery appointment or an Amazon-stamped bill of lading. Subsequently, Ai’s Company uploaded photos of the POD to the Amazon platform, but the Amazon seller service responded that the cause for the goods not being listed could not be investigated due to the lack of a valid document. Thereafter, the Amazon platform never listed the goods and did not investigate their whereabouts. Ai’s Company then sued Xin’s Company,

demanding compensation for the loss of the goods on the grounds that they were lost. The Ningbo Maritime Court ruled that Xin's Company had an obligation to deliver the goods. Since Xin's Company failed to provide valid proof of delivery, leading to the unknown whereabouts of the goods, it had improperly performed its agency duties and shall be liable for compensating Ai Company for the losses caused by the breach of contract on Xin's side. Consequently, the Court ordered Xin's Company to compensate for the loss of the goods.

[Typical Significance]

The main dispute in this case centered on whether the freight forwarder properly performed its agency duties. During the trial, the freight forwarder submitted delivery and appointment records from the Amazon website, but due to the inability to display the complete URL link, the source was unclear, lacking valid evidence. Therefore, the Court determined that the freight forwarder failed to provide valid proof of delivery, leading to the unknown whereabouts of the goods, constituting improper performance of agency duties. The Court ordered the freight forwarder compensate the shipper for the losses caused by the breach of contract. In this case, based on the rules of evidence, the Court ordered the freight forwarder, who had the burden of proving that the goods were delivered to the designated warehouse, bear compensation liability. This case is quite typical in highlighting the unequal strength and discourse power between cross-border e-commerce logistics companies and foreign e-commerce platforms, the significant challenges in obtaining evidence abroad, the limited international litigation capabilities of shippers and e-commerce companies, as well as the problems with Amazon's unilateral investigation mechanisms and opaque product listing mechanisms, which have emerged as new risk points in the cross-border e-commerce foreign trade model.

Case 2: Determination of the Nature of Cross-Border E-Commerce

**Contracts and Dispute Causes—Guangdong Industrial Development Co., Ltd.
v. Ningbo Logistics Technology Co., Ltd. and Ningbo Supply Chain
Technology Co., Ltd., International Multimodal Transport Contract Dispute**

[Brief Facts]

On November 10, 2020, the plaintiff, Guangdong Industrial Development Co., Ltd. (hereinafter referred to as “Industrial Company”), entrusted the defendant, Ningbo Logistics Technology Co., Ltd. (hereinafter referred to as “Ningbo Logistics Company”), and a third party, Shenzhen Logistics Technology Co., Ltd. (hereinafter referred to as “Shenzhen Logistics Company”), to ship two containers of goods from Shenzhen to Long Beach, USA. Subsequently, the Industrial Company signed “Overseas Warehousing and Logistics Service Contracts” and “International Logistics and Overseas Warehousing Contracts” with the two companies respectively. It was agreed that the Industrial Company entrusted Ningbo Logistics Company to provide export services from China to overseas countries, overseas warehousing & distribution, overseas drop shipping, truck delivery to FBA and other warehouses, international freight forwarding, overseas customs clearance, and other services. Industrial Company also entrusted Shenzhen Logistics Company to act as an agent for international transportation services for export goods via sea and air from ports like Ningbo, overseas warehousing services, destination country customs clearance, trucking, deconsolidation, delivery, warehousing, and other logistics and warehousing operations. After accepting the commission, the two companies booked space with a third party, who issued two Non-Vessel Operating Common Carrier (NVOCC) bills of lading, with the two companies listed as the consignees at the port of destination. The goods were loaded and shipped on November 19 but were lost at sea on November 30 during maritime transport. During the period of the commissioned business, the defendant, Ningbo Supply Chain Technology Co., Ltd. (hereinafter referred to as “Supply Chain Company”), was the sole shareholder of both

Ningbo Logistics Company and Shenzhen Logistics Company. In the process of contract performance, the two companies overlapped in terms of email domain suffixes, websites, promotional labels, personnel, and business operations. Industrial Company claimed that the two companies were confused in personality and shall bear joint and several liability for compensation. Industrial Company filed a lawsuit with the Ningbo Maritime Court, requesting that Ningbo Logistics Company and Supply Chain Company be jointly and severally liable for compensating Industrial Company for the loss of goods and interest. The Court determined that the legal relationship in this case was a combination of an international multimodal transport contract involving maritime transport and service contracts for warehousing and other services. The Court ruled in favor of Industrial Company's claim for compensation for the loss of goods from Ningbo Logistics Company and Supply Chain Company.

[Typical Significance]

Cross-border e-commerce business is featured by the fact that the commissioned party charges locally and provides door-to-door transportation services, as well as additional services such as customs clearance and warehousing. In the maritime transport stage, goods are often shipped in consolidated containers, and transport documents such as bills of lading are generally not issued. The last-mile transportation after customs clearance at the port of destination is typically handled by express delivery, truck dispatch, or other land transport modes, such as UPS (United Parcel Service) or FedEx. In judicial practice, there are different understandings regarding the legal nature of such logistics contracts, whether they are considered transportation contracts or maritime freight forwarding contracts. In this case, the Ningbo Maritime Court clarified that the nature of such cross-border e-commerce logistics contracts is a combination of international multimodal transport contracts, warehousing contracts, and maritime freight forwarding contracts. Since the cargo damage dispute occurred during the maritime transport, this

case shall be considered an international multimodal transport contract dispute, thereby clarifying the rights and obligations of the parties.

Case 3: Determination of Delayed Delivery of Cross-Border E-Commerce Goods—Ningbo Zhi’s Logistics Co., Ltd. v. Hangzhou Jin’s Crafts Co., Ltd. Multimodal Transport Contract Dispute

[Brief Facts]

From September 2021, the defendant, Hangzhou Jin’s Crafts Co., Ltd. (hereinafter referred to as “Jin’s Company”), entrusted the plaintiff, Ningbo Zhi’s International Logistics Co., Ltd. (hereinafter referred to as “Zhi’s Company”), to ship electronic candle lamps to Amazon FBA warehouses in the United States and its own warehouses. The usual practice was that before each shipment, Zhi’s Company would provide a quote based on weight (varying according to whether it was a regular liner service, an extra loader, or a timed delivery vessel), and inform Jin’s Company of the time requirements (estimated time), after which, Zhi’s Company would act as an agent to ship the goods to Amazon FBA warehouses in the United States and its own warehouses. But some batches of goods experienced delayed, resulting in Amazon deducting a total of US\$1,265 from Jin’s Company. Consequently, Jin’s Company did not pay the freight charges, and Zhi’s Company sued them in the Court. Jin’s Company also filed a counterclaim during the trial, claiming losses due to Zhi’s Company’s delayed delivery.

The Ningbo Maritime Court determined that, based on shipping practices, the transport time informed by Zhi’s Company was an estimate of the transport time, not a commitment to the transport time. Furthermore, Jin’s Company’s claims for losses due to delayed goods lacked sufficient evidence and facts, making it impossible to determine the existence of such losses or to prove that the losses were caused by the delayed goods. On the other hand, considering Jin’s Company’s urgent time requirements when entrusting Zhi’s Company with the shipment, as well as the actual delay time for some of the

goods involved and the potential impact on the sale of the goods, the Court made a discretionary determination regarding the delayed delivery portion.

[Typical Significance]

The main dispute in this case involves the determination of delayed delivery and corresponding losses. Generally, based on shipping practices, a freight forwarder's information about transport time (such as regular liner service, extra loader, and timed delivery vessel) is an estimate of the transport time. It shall not be considered a commitment to the transport time unless the parties have made exceptional agreements. If the shipper has urgent requirements for the transport time, it shall agree with the freight forwarding company on the criteria for determining delayed delivery and the standards for identification of loss of goods. Otherwise, it shall be difficult to support claims for such losses in similar cases due to insufficient evidence or facts.

Case 4: Determination of the Authority, Responsibilities and Warehousing Fees of Cross-Border E-Commerce Logistics Service Providers—Central Asia Bao's International Logistics Co., Ltd. Ningbo Branch v. Ningbo Hei's Information Technology Co., Ltd. Maritime Freight Forwarding Contract Dispute

[Brief Facts]

In 2019, the defendant, Ningbo Hei's Information Technology Co., Ltd. (hereinafter referred to as "Hei Company"), signed an "International Cargo Transportation Agency Agreement" with the plaintiff, Central Asia Bao's International Logistics Co., Ltd., Ningbo Branch (hereinafter referred to as "Bao's Ningbo Branch"), entrusting Bao's Ningbo Branch to handle matters related to import and export cargo agency services. The agreement stipulated that Bao's Ningbo Branch shall perform its agency duties diligently and report progress to Hei's Company upon request. Bao's Ningbo Branch could enter into agreements with third parties in its own name, and such agreements shall be binding on Hei's Company. In May 2020, due to the impact of the

pandemic, the free storage period at Amazon FBA warehouses changed. After communication by Bao's Ningbo Branch, the free storage period for bonded warehouses was extended from 3 days to 7 days, with storage fees charged beyond the free period. On September 11, 2020, Bao's Ningbo Branch communicated with Hei's Company regarding the handling fees for goods in a bonded warehouse. Hei's Company stated that it was opt to choose the cheaper option. After Bao's Ningbo Branch advanced the bonded warehouse fees to the overseas agency company, the two parties found during reconciliation that the fees for some months were significantly reduced, while others were not. Bao's Ningbo Branch claimed that Amazon had temporarily canceled the warehouse rent reduction for the subsequent containers. However, Hei's Company stated that the bonded warehouse charges were too high, and the invoices lacked details such as start and end times.

The Ningbo Maritime Court determined that based on the evidence provided by Hei's Company, Hei's Company had only explicitly authorized warehousing for some of the entrusted goods and had not given Bao's Ningbo Branch an authorization to choose the cheaper warehousing option for the relevant goods at its discretion. The entrusted matters involved additional transportation fees, time constraints, and the impact of Hei's Company's warehouse booking and shipping instructions to Bao's Ningbo Branch, which Bao's Ningbo Branch shall not decide independently. Furthermore, as Hei's Company's agent, Bao's Ningbo Branch failed to disclose the contents of the agreements it signed with third parties or promptly inform Hei's Company of the pricing terms, and did not take appropriate measures to prevent further losses. As a professional freight forwarder, Bao's Ningbo Branch shall carefully select a suitable and stable agent of port of destination, pay timely attention to the cargo flow and costs at the destination port, and alert Hei's Company. Changes in storage fees incurred by the regulatory warehouse shall be verified with the destination port agent in a timely manner. Therefore, the adjudication held both the plaintiff and the defendant responsible for a certain

proportion of the liability.

[Typical Significance]

Unlike traditional international logistics, cross-border e-commerce logistics involves numerous agency matters, including different regulatory warehouses, overseas warehouses, or e-commerce warehouses. Even if the shipper does not provide a general authorization for the agent to handle all agency matters, the agent shall diligently provide agency services. Since the method of storage is influenced by additional factors such as transportation costs, time, and disposal efficiency, the agent does not have the authority to make decisions independently but shall disclose to the shipper the contents of the agreement signed with the destination port agent or promptly inform it of the pricing terms. Acting as a messenger, the agent is also responsible for communicating diligently, choosing suitable and stable destination port agents discreetly, paying timely attention to the cargo flow and costs at the destination port, and alerting the plaintiff. Changes in storage fees incurred by the regulatory warehouse shall be verified with the destination port agent in a timely manner, and appropriate measures shall be taken to prevent further losses.

Case 5: Regarding the Duty of Care of Cross-Border E-Commerce Logistics Service Providers and the Determination of Customs Duty Losses—Ningbo Yi’s International Freight Forwarding Co., Ltd. v. Yinuo Technology (Hangzhou) Co., Ltd. Maritime Freight Forwarding Contract Dispute

[Basic Facts]

On June 3, 2021, the defendant, Yinuo Technology (Hangzhou) Co., Ltd. (hereinafter referred to as “Yinuo Company”), entrusted the plaintiff, Ningbo Yi’s International Freight Forwarding Co., Ltd. (hereinafter referred to as “Yi’s Company”), to export sets of three suitcases to Tokyo, Japan. The FBA shipping order specified the weight and dimensions of the goods. The product

list provided by Yinuo Company to Yi's Company listed the total quantity, customs clearance unit price and total price. On June 8, Yinuo Company informed Yi's Company of the quantity of goods and the customs clearance unit price. The goods were shipped to Japan on June 17. On June 21, a Yi's Company employee misunderstood when verifying the customs declaration information for the goods in Japan, leading to the declaration of the price for 90 sets instead of the original 30 sets. The parties disputed the overpaid customs duties, and Yinuo Company refused to pay Yi's Company's agency fees. The Ningbo Maritime Court determined that the dispute arose from Yi's Company over-declaring the total value of the goods to Japanese customs, for which both the plaintiff and the defendant were at fault. Typically, as a freight forwarder, Yi's Company is unaware of the loading situation, the value and the quantity of the goods. Therefore, when entrusting Yi's Company with customs clearance, Yinuo Company had the responsibility to provide the agent with effective and clear customs declaration information, such as the quantity of goods, unit price, and total amount. When Yi's Company sent the customs duty details to Yinuo Company, Yinuo Company failed to verify the information promptly and carefully, ultimately losing the opportunity to check and modify the quantity of goods at the port. On the other hand, Yi's Company, as the export customs clearance agent, failed to exercise due diligence in handling the agency matters and verifying the quantity and total value of the goods for Yinuo Company, leading to the losses in question. The Court made a final determination that the plaintiff and the defendant shall each bear half of the responsibility.

[Typical Significance]

In cross-border e-commerce logistics, the shipped items are typically small and consolidated shipments. The freight forwarder is unaware of the loading situation, the value and the quantity of goods. Therefore, when entrusting the freight forwarder with customs clearance, the consignor has the responsibility to provide the agent with effective and clear customs

declaration information, such as the quantity of goods, unit price, and total amount. When the freight forwarding company verifies the aforementioned information with the consignor, the consignor shall provide accurate information. Meanwhile, the agent shall carefully verify all the information provided by the consignor and double-check all the information before customs clearance. For any losses arising from misunderstandings or miscommunications regarding this information, the Court determined that both parties shall be held liable based on the courses of both parties.

Case 6 Calculation of Freight Charges for Slow Delivery of Express Vessels in Cross-Border E-Commerce Logistics Maritime Transportation — Zhejiang Yi’s International Logistics Co., Ltd. v. Dongyang Ba’s E-Commerce Co., Ltd. Maritime Freight Forwarding Contract Dispute

[Basic Facts]

From September to October 2021, the defendant Dongyang Ba’s E-Commerce Co., Ltd. (hereinafter referred to as “Ba’s Company”) successively entrusted the plaintiff Zhejiang Yi’s International Logistics Co., Ltd. (hereinafter referred to as “Yi’s Company”) to ship 67 consignments of goods to an Amazon warehouse in the United States. The parties agreed to use Maersk express vessels for transportation, with freight charges calculated on the weight of each consignment. The normal delivery time for using Maersk express vessels was approximately 25 days (from the time of delivery until the goods were collected at the port of discharge and handed over to UPS for delivery in the United States). Subsequently, Yi’s Company delivered a freight invoice to Ba’s Company, showing a total freight charge of RMB 645,522 yuan for 67 consignments. Ba’s Company did not object to the freight charges for 42 of the consignments but claimed that one consignment was not delivered, and another 23 consignments were subject to delays of varying lengths due to Yi’s Company’s failure to arrange for Maersk express vessel transportation as agreed, and the corresponding freight charges shall be

calculated on regular vessel rates. After review, the Ningbo Maritime Court determined that Yi's Company had no right to collect freight charges for the one undelivered consignment. Among the 23 delayed consignments, Yi's Company admitted using a regular vessel for one consignment. For the remaining 22 delayed consignments, the delay in delivery time was generally consistent with the difference in delivery times between Maersk express vessels and regular vessels during the same period. Although it claimed that the delayed deliveries were caused by port congestion, Yi's Company failed to provide evidence to support this claim or prove that the goods were transported with Maersk express vessels. Therefore, the Court accepted Ba's Company's defense that Yi's Company had changed the mode of transportation and determined that the freight charges for these 23 consignments shall be calculated on regular vessel rates.

[Typical Significance]

With growing competition in cross-border e-commerce, operators are placing higher demands on delivery times for goods transportation. To meet the needs of cross-border e-commerce logistics service providers and shippers, maritime carriers offer diverse transportation options. When shippers and cross-border e-commerce logistics service providers have explicitly agreed to use express vessels for transportation, and both parties have reached a consensus on the normal delivery time for express vessels, cross-border e-commerce logistics service providers shall adhere to the principle of good faith and perform the contract as agreed, using express vessels for transportation. If the actual delivery time of the goods is generally consistent with the delivery time for regular vessels, and cross-border e-commerce logistics service providers fail to provide evidence that the goods were entrusted to express vessels, it shall be determined that cross-border e-commerce logistics service providers entrusted the goods to regular vessels, and the freight charges shall be settled based on regular vessel rates.

Case 7: Review of the Consignor's Performance Capability during Contract Formation and Performance Process—You's Cross-border Logistics Supply Chain (Shenzhen) Co., Ltd. v. Hangzhou Jie's International Logistics Co., Ltd. Maritime Freight Forwarding Contract Dispute

[Basic Facts]

In April 2020, the plaintiff You's Cross-border Logistics Supply Chain (Shenzhen) Co., Ltd. (hereinafter referred to as You's Company), Shanghai Branch signed an express cooperation agreement with the defendant Hangzhou Jie's International Logistics Co., Ltd. (hereinafter referred to as Jie's Company). The agreement stipulated that You's Company's, Shanghai Branch shall be responsible for transporting the goods entrusted by Jie's Company from China to Israel and completing customs clearance, delivery, and other tasks locally. From May 2022, You's Company took over from its Shanghai Branch and began conducting business with Jie's Company. Later, part of the business cooperation was suspended due to the arrear of Jie's Company. On November 22, 2022, the two parties discussed matters concerning the arrear of Jie's Company, and the cooperation resumed after Jie's Company paid part of the arrear. However, the cooperation was suspended again due to the arrear of Jie's Company. On January 12, 2023, the plaintiff and the defendant conducted further discussions concerning the arrear. On November 8, 2023, Jie's Company confirmed the arrear but still did not pay. By the time the plaintiff filed the lawsuit, the whereabouts of Jie's Company's has still been unknown. The Ningbo Maritime Court conducted a service by publication and made a default adjudication on the case, supporting You's Company's claims.

[Typical Significance]

This case typically reflects the operational mode of cross-border e-commerce logistics transportation business and common agency freight payment risks. In many cross-border e-commerce logistics dispute cases, cross-border e-commerce logistics service providers fail to adequately review

the consignor's performance capability at the beginning and during the business process. After the transportation is done, they face the most common agency freight payment risk as they discover that the other party has no intention or ability to perform. Moreover, cross-border e-commerce logistics service providers often conduct business through WeChat and email, presenting evidence mainly in the form of WeChat chat and email records, which may involve risks of insufficient evidence. In this case, the plaintiff failed to pay due attention even though the consignor had already begun to owe fees in the performance process. It was not until the consignor owed fees and went missing that the plaintiff filed a lawsuit. Even though its claims were supported by the Court, it still faced the risk of inability to enforce adjudications.

Case 8: Transportation Risks Arising from the Use of Fraudulent UPS Account—Quanzhou Yi's Supply Chain Management Co., Ltd. v. Quanzhou Yun's Supply Chain Management Co., Ltd. Maritime Freight Forwarding Contract Dispute

[Basic Facts]

The defendant, Quanzhou Yun's Supply Chain Management Co., Ltd. (hereinafter referred to as Yun's Company), signed a "U.S. Express Transportation Service Agreement" with the plaintiff, Quanzhou Yi's Supply Chain Management Co., Ltd. (hereinafter referred to as Yi's Company). From May to August 2023, Yi's Company provided freight forwarding services to the defendant, but Yun's Company failed to pay corresponding service fees. During the trial, Yun's Company filed a counterclaim, alleging that Yi's Company used an illegal fraudulent UPS express account to transport goods, resulting in the detention of its goods by UPS in the United States. After having contacted UPS customer service, Yun's Company learned that the waybill number was identified as forged. The plaintiff and the defendant had previously negotiated and determined the standard for cargo damages

compensation, but Yi's Company later failed to perform according to the agreement. The case was mediated by the Ningbo Maritime Court, and the parties reached a settlement.

[Typical Significance]

This case typically reflects the issue of cross-border e-commerce logistics service providers using fraudulent accounts for cargo transportation, resulting in cargo damages in cross-border e-commerce logistics disputes. Fraudulent accounts are generally divided into two categories: fake waybills and technical accounts. Fake waybills refer to some freight forwarding companies exploiting the loopholes of the “ship now, pay later” rules of express companies like UPS and USPS (United States Postal Service). They open accounts in the name of trading companies, obtain low-price discounts with false cargo volumes, and then collect goods or transfer waybills at cost prices or extremely low prices far below market rates. Technical accounts refer to cracking the rules of UPS waybill numbers and directly printing fake waybills for shipment. Once fraudulent accounts are discovered, they face consequences such as freight surcharges, service suspension, cargo detention, or destruction. This type of disputes is gradually increasing in frequency in cross-border e-commerce logistics dispute cases, and this risk needs to be brought to the attention of relevant practitioners.