

## **Civil Code of the People's Republic of China**

### **Part 1: General Provisions**

#### **Chapter I: Basic Provisions**

**Article 1: [Legislative Purpose]** This Law is drafted, on the basis of the Constitution, so as to protect the lawful rights and interests of civil entities, adjust civil relations, preserve social and economic order, adapt to the demands of developing socialism with Chinese characteristics, and promote the core socialist values.

**Article 2: [adjustment range]** Civil law modulates the personal and property relationships between natural persons, legal persons, and non-legal-person organizations that are equal entities.

**Article 3: [Civil Rights are Protected by Law]** Civil entities' lawful rights and interests such as rights their persons and property are protected by law and must not be encroached upon by any organization or individual.

**Article 4: [Principle of Equality]** The legal status of all civil entities in civil actions is equal.

**Article 5: [Voluntariness Principle]** Civil entities engaging in civil activities shall follow the principle of voluntariness, establishing, changing, or terminating civil law relationships as they choose.

**Article 6: [Equity Principle]** Civil entities engaging in civil activities shall follow the principle of equity to reasonably determine the rights and liabilities of each party.

**Article 7: [Principle of Good Faith]** Civil entities engaging in civil activities shall follow the principle of good faith [creditworthiness] and credibility, sticking to the truth and honoring commitments.

**Article 8: [Principle of Compliance with Law, Order, and Good Morals]** Civil entities engaging in civil activities must not violate laws, and must not act against public order and good custom.

**Article 9: [Green Principle]** Civil entities engaging in civil activities shall benefit conservation of resources and protection of the ecology and environment.

**Article 10: [Application of Law]** The disposition of civil disputes shall be in accordance with the law; and where the law has no provisions, custom may be applied but must not violate public order and good custom.

**Article 11: [Priority application of special laws]** Where other laws have special provisions on civil relationships, follow those provisions.

**Article 12: [Scope of Validity]** The Laws of the P.R.C. apply to civil activities within the territory of the P.R.C. Where the law provides otherwise, follow those provisions.

#### **Chapter II: Natural Persons**

##### **Section 1: Capacity for civil rights and capacity for civil acts**

**Article 13: [Initiation and conclusion of natural person's capacity for civil rights]** From their birth to death, natural persons have the capacity for civil rights, and enjoy civil rights and bear civil obligations in accordance with law.

**Article 14: [Equality of natural persons' capacity for civil rights]** Natural persons all have equal capacity for civil rights.

**Article 15: [Standards for assessing the times of birth and death for natural persons]** The birth date and time of death of a natural person is that recorded on their birth and death certificates; where there is no birth certificate or death certificate, the time on their household registration or other valid identity registration record is dispositive. Where there is other evidence sufficient to rebut the recorded times above, the time proven by that relevant evidence is dispositive.

**Article 16: [Special Protections for the Rights of the Fetus]** In situations involving protection of a fetus's rights and interests such as to inheritance or acceptance of gifts, the fetus is viewed as possessing capacity for civil rights. However, where the fetus is dead at the time of delivery, its capacity for civil rights is deemed to be non-existent ab initio.

**Article 17: [Standard Age for Majority and Minority]** Natural persons who are 18 years old or older are adults. Natural persons who are not yet 18 years old are minors.

**Article 18: [Persons with Full Capacity for Civil Action]** Adults are persons with full capacity for civil conduct, and may independently carry out civil juristic acts.

Minors 16 years old or older, whose main source of income is their own labor, are considered persons with full capacity for civil conduct.

**Article 19: [Minors with Limited Capacity for Civil Action]** Minors who are 8 years old or older are persons with limited capacity for civil conduct, and their carrying out of civil juristic acts is through their legally-designated agent, or upon the give consent or subsequent ratification of their legally-designated agent; however, they may independently carry out civil juristic acts that are purely beneficial to them or are appropriate for their age and intelligence.

**Article 20: [Minors Lacking Capacity for Civil Action]** Minors under the age of 8 are persons with no capacity for civil conduct and are represented by their legally-designated agent in carrying out civil juristic acts.

**Article 21: [Adults Lacking Capacity for Civil Action]** Adults who cannot recognize their own conduct are persons with no capacity for civil conduct and are represented by their legally-designated representatives in carrying out civil juristic acts.

Where minors above the age of 8 cannot recognize their own conduct, apply the provisions of the preceding paragraph.

**Article 22: [Adults with Limited Capacity for Civil Action]** Adults who cannot fully recognize their own conduct are persons with limited capacity for civil conduct, and their carrying out of civil juristic acts is through their legally-designated agent, or upon the give consent or subsequent ratification of their legally-designated agent; however, they may independently carry out civil juristic acts that are purely beneficial to them or are appropriate for their intelligence and mental health state.

**Article 23: [Legally-prescribed Agency]** The guardians of persons with no capacity for civil conduct or for persons with limited capacity for civil conduct are their legally-designated representatives.

**Article 24: Findings that a person lacks or has limited capacity for civil action, and for restoration]** Persons with an interest in adults who cannot recognize or cannot fully recognize their own conduct, or relevant organizations, may apply to the people's courts for a designation of that adult as a person lacking capacity for civil conduct or as a person with limited capacity for civil conduct.

Where persons are determined by a people's court to lack or have limited capacity for civil conduct, a people's court may, on the basis of their recovery of intellect and mental health, determine that they have recovered limited or full capacity for civil conduct, upon application of that person, interested parties, or relevant organizations.

"Relevant organizations"; as used in the preceding paragraph include: the residents' committee or villagers' committee for the person's domicile, schools, medical institutions, women's federations, disabled persons' federations, seniors' organizations established according to law, and civil affairs departments.

**Article 25: [Domicile of natural persons]**A natural person's domicile is the residence recorded on his household registration or other valid identification registration; where his habitual residence is different from his domicile, his habitual residence is deemed his domicile.

## **Section 2: Guardianship**

**Article 26: [Legal obligations between parents and children]**Parents have the obligations to raise, educate, and protect their children who are minors.

Adult children have an obligation to provide for, support, and protect their parents.

**Article 27: [Guardians of minors]**Minors' parents are the minors' guardians.

Where a minor's parents are dead or do not have the capacity for guardianship, the following persons with capacity for guardianship will serve as guardians in this order:

- (1) Paternal or maternal grandparents;
- (2) brothers or sisters;
- (3) Other individuals or organizations that are willing to serve as guardians, but this must be upon the consent of the residents' committee or villagers' committee, or the civil affairs department of the minor's domicile.

**Article 28: [Guardians of adults who lack or have limited capacity for civil action]**The following persons with capacity for guardianship are to act as guardians for adults who lack or have limited capacity for civil conduct, according to the following order:

- (1) Spouses;
- (2) Parents and children;
- (3) Other close relatives;
- (4) Other individuals or organizations that are willing to serve as guardians, but this must be upon the consent of the residents' committee or villagers' committee, or the civil affairs department of the ward's domicile.

**Article 29: [Guardians determined by will]**Where a ward's parents serve as their guardian, they can specify guardianship through their wills.

**Article 30: [Guardianship determined by agreement]**Persons who are lawfully eligible to be guardians may determine guardianship through discussion with each other. Determination of guardianship through agreement shall respect the true wishes of the ward.

**Article 31: [Procedures for resolving disputes over guardianship]**Where there is dispute as to determination of guardianship, the residents' committee, villagers' committee, or civil affairs department for the ward's domicile will designate a guardian, and where relevant parties are dissatisfied the designation, they may apply the people's courts for a designation of guardianship; the relevant parties may also directly apply to the people's courts for designation of a guardian.

Residents' committees, villagers' committees, the Ministry of Civil Affairs or the people's courts shall respect wards' true wishes and follow the principles of the ward's best interests in lawfully designating a guardian from those with guardianship credentials.

Before a guardian is designated on the basis of the provisions of the first paragraph of this article, where the ward's right in person or property, and other lawful rights and interests are in an unprotected state, the residents' committee, villagers' committee, relevant organizations provided for by law, or the civil affairs department for the ward's domicile, will serve as temporary guardian.

After guardianship is designated, it shall not be changed on one's own accord; and where it is changed on one's own accord, this does not eliminate the designated guardian's responsibility.

**Article 32: [Public Guardians]**Where there is no person lawfully eligible for guardianship, the Ministry of Civil Affairs is to serve as guardian, or a residents' committee or villagers' committee for the ward's domicile that has capacity to perform guardianship duties, may also serve as guardian.

**Article 33: [Guardianship set by intent]** Adults who possess full capacity for civil action may designate their own guardians in writing through advance consultation with their relatives or other individuals or organizations willing to serve as their guardians, with that guardian performing guardianship duties when the person loses or partially loses their capacity for civil action.

**Article 34: [Guardian's duties and rights and temporary care measures]** Guardians' duties include representing wards in conducting civil juristic acts, and protecting wards' rights in their persons and property, as well as their other lawful rights and interests.

The rights of guardians that are the product of their lawful performance of guardianship duties, is protected by law.

Where guardians do not perform guardianship responsibilities or harm wards' lawful rights and interests, they shall bear legal responsibility.

Where as the result of an emergency incident or other urgent circumstances guardians are temporarily unable to perform their guardianship duties, and the ward is left in a situation of being untended to, the residents committee, villagers committee, or department for civil affairs for the area of the wards' domicile shall arrange necessary measures for the wards' temporary care.

**Article 35: [Principles and requirements for guardians performance of their duties]**Guardians shall perform guardianship duties in accordance with the best interests of the wards. Guardians must not dispose of wards' assets except to preserve the rights and interests of the ward.

Minors' guardians performing guardianship duties shall, based on the ward's age and intelligence, respect ward's wishes when making decisions concerning the ward's rights and interests.

Adults' guardians performing guardianship duties shall respect wards' wishes to the fullest extent, ensure and assist wards in the performance of civil juristic acts as appropriate to their intellect and mental health status. Guardians shall not interfere with matters that the ward has capacity to handle independently.

**Article 36: [revocation of guardianship rights]**Where guardians have any of the following circumstances, the people's courts are to revoke their guardianship qualifications upon the application of relevant individuals or organizations, arrange necessary temporary guardianship measures and designate a guardian for the ward in accordance with the principle of the wards' best interest:

- (1) Carrying out acts that seriously harm the ward's physical and mental health;
- (2) Being remiss in performing guardianship duties, or being unable to perform guardianship duties and refusing to entrust all or part of the guardianship duties to others, leaving the ward's in a distressed condition;
- (3) other conduct that seriously violates the lawful rights and interests of the ward.

"Relevant individuals and organizations" as provided in this article includes: Other persons lawfully eligible to be guardians, the residents' committee or villagers' committee, schools, medical institutions, women's federations, disabled persons' federations, child protection organizations, seniors' organizations established according to law, and civil affairs departments.

Where individuals and organizations other than the civil affairs departments provided for in the preceding paragraph fail to promptly apply to the people's courts for revocation of guardianship qualifications, the civil affairs departments shall make an application to the people's courts.

**Article 37: [Obligations are not waived, after guardianship credentials are revoked]**After parents, children, spouses and others who bear the costs of raising, providing for, or supporting wards in accordance with law, have their guardianship qualifications revoked by a people's court, they shall continue to perform on these obligations.

**Article 38: [Restoration of guardianship credentials]**After wards' parents or children have their guardianship qualifications revoked by a people's court, the people's courts may, as appropriate, restore their guardianship qualifications where they truly show reform, on the premise of respecting the true wishes of the wards, except where they have committed an intentional crime against the ward; and the guardianship relationship of the ward and the court appointed guardian is to be simultaneously terminated.

**Article 39: [Situations for the termination of guardianship relationships]**In any of the following situations, the guardianship relationship is terminated:

- (1) The wards acquire or regain full capacity for civil conduct;
- (2) Guardians lose the capacity for guardianship;
- (3) The wards or guardians die;
- (4) Other situations where the people's courts find that the guardianship relationship is terminated.

Where a ward still needs guardianship after the guardianship relationship is terminated, a guardian shall be separately designated in accordance with law.

### **Section 3: Proclamations of disappearance or death**

**Article 40: [Requirements for declaration of disappearance]** Two years after a natural person has gone missing, interested parties may apply to the people's courts to have that natural person declared a missing person.

**Article 41: 【Calculation of the period of unknown whereabouts】** The period for which natural persons are missing is calculated from the date on which they were last heard from. Where they become missing during time of war, the time they are missing is calculated from the day when the war ends or from the data on which a relevant organ determines they are missing.

**Article 42: 【Custodian of missing persons' property】** The assets of a missing person are held in the custody of their spouse, adult children, parents, or other persons willing to serve as assets custodians.

Where there is a dispute over custody, there is no person stipulated by the preceding paragraph, or the persons stipulated by the previous paragraph are unable to take custody, [the property] shall be placed in the custody of a person designated by a people's court.

**Article 43: 【Duties of asset custodians】**The asset custodian shall properly manage the assets of the disappeared person, and preserve their property rights.

Any taxes, debts, and other unpaid expenses owed by a missing person shall be defrayed by the asset custodian out of the missing person's property.

Where asset custodians cause losses to a missing person's assets, either intentionally or by gross negligence, they shall bear responsibility for compensation.

**Article 44: 【Change of asset custodian】**Where asset custodians do not perform custodial duties, harm the missing person's property rights or interests, or lose the capacity for custody, interested parties of the missing person may apply to the people's courts to change the asset custodian.

Where asset custodians have legitimate reason, they may apply to the people's courts to change the asset custodian.

Where people's courts change the asset custodians, the new custodian has the authority to request that the prior custodian promptly transfer relevant assets and report on the custody of the assets.

**Article 45: 【Revocations of declarations of disappearance】**Where a missing person reappears, the people's courts shall revoke the declaration of disappearance upon the application of that person or of interested parties.

Where a missing person reappears, they have the right to request that the assets custodian promptly transfer relevant assets to them and report on the custody of assets.

**Article 46: 【Requirements for Announcements of Death】**Where a natural person has any of the following situations, interested parties may apply to the people's courts for a declaration of that natural person's death:

(1) Whereabouts have been unknown for a full four years;

(2) Has been missing for 2 years due to an accident.

Where a natural person becomes missing due to an accident, and relevant organs demonstrate that it is impossible for said person to have survived, the application to declare him dead is not subject to the two-year time limit.

**Article 47: 【Priority application of death declarations】**With respect to the same natural person, where some interested parties apply to have him declared dead and some interested parties

apply to have him declared missing, the people's court shall declare him dead where the legally prescribed conditions for the declaration of death are met.

**Article 48: [Determination of the date of death for those declared dead]**For a person who is declared dead, the day on which the people's court's makes a ruling on the declaration of death, is deemed the date of his death; where a person is declared dead because they went missing due to an accident, the date on which the accident occurred is deemed the date of his death.

**Article 49: [Validity of civil conduct of those declared dead]**Where natural persons are declared dead but are not dead, it does not impact the validity of civil juristic acts carried out by that natural person for the period in which they are declared dead.

**Article 50: [Revocation of declarations of death]**Where a person who has been declared dead reappears, the people's court shall revoke the declaration of death upon the application of that person or interested parties.

**Article 51: [The impact of declarations of death or their revocation on marriage]**[Marital relationships of those declared dead are ended on the date which they are declared dead] Where a declaration of death is revoked, the marital relationship is automatically reinstated on the day when the death declaration is revoked. There is an exception, however, where either party has remarried or makes a written declaration to the marriage registration organs that they are unwilling to have it restored.

**Article 52: [Impact of declarations of death on adoptive relationships]**Where during the period that a person has been declared dead, their children are lawfully adopted by others, after the declaration of death is revoked, they must not argue that the adoption is invalid on the grounds that they did not give consent.

**Article 53: [Return of assets after the revocation of a declaration of death]**Persons for whom a declaration of death has been revoked have the right to request that civil entities return assets that were obtained in accordance with Part 6 of this Law; and where there is no way to return them, appropriate compensation shall be given.

Where interested parties concealed the truth, causing another person to be declared dead and acquiring his assets, they shall not only return the assets, but also bear responsibility for compensating any resulting damages.

#### **Section 4: Privately-owned Businesses and rural leasehold businesses**

**Article 54: [Definition of privately-owned businesses]**Natural persons who engage in industrial or commercial operations after registering in accordance with law, are privately-owned businesses. Privately-owned businesses may adopt brand names (字号).

**Article 55: [Definition of rural leasehold businesses]**Members of rural collective economic organizations that obtain rural land contracting management rights and engage in family contract operations are rural leasehold businesses.

**Article 56: [Rule for Undertaking Debt]**The debt of privately-owned businesses that are individually operated are borne as individual assets; where they are family operated, they are borne as family property; where it is not possible to separate, they are borne as family assets.

Debts in rural leasehold businesses are borne as property of farmers engaged in rural land leasehold contracting businesses; where it is operated in fact by some of the farm households, it is borne as the assets of that group.

## **Chapter III: Legal Persons**

### **Section 1: Ordinary Provisions**

**Article 57: [Definition of Legal Person]**Legal persons are organizations with the capacity for civil rights and the capacity for civil conduct that independently enjoy civil rights and bear civil liabilities in accordance with law.

**Article 58: [Requirements for the establishment of legal persons]**Legal persons shall be established according to law.

Legal persons shall have their own names, institutional framework, domicile, assets or funds. Follow the laws and administrative regulations for the specific requirements and procedures for establishment of legal persons.

Where the laws or administrative regulations provide that the establishment of legal persons requires the approval of relevant organs, follow those provisions.

**Article 59: [Initiation and conclusion of legal persons capacity for civil rights and civil action]**Legal persons' capacity for civil rights and capacity for civil conduct come into being at the time of the legal persons' establishment and are extinguished when the legal persons are terminated.

**Article 60: [Civil Responsibility Undertaken by Legal Persons]**Legal persons independently assume civil liability with the entirety of their assets.

**Article 61: [The Definition of Legal Representative and the legal consequences of acts]**The person responsible, in accordance with law or the legal person's charter, for representing a legal person in engaging in civil activities is the legal person's legally-designated representative.

Legally-prescribed representative engage in civil activities in the name of the legal person, and the legal consequences are borne by the legal person.

Restrictions on legally-designated representatives' power to represent from the legal person's charter or organ of authority, must not be asserted against a good faith counterpart.

**Article 62: [Legal Responsibility for torts committed by legal representatives through the use of their position]**Legal persons bear civil liability for harms caused by legally-designated representatives' performance of their duties.

After the legal person bears civil liability, it may seek compensation from the legally-designated representative who has fault, in accordance with law or the legal person's charter.

**Article 63: [Domicile of Legal Persons]**The domicile of a legal person is the site of its principal place of business. Where registration is required by law, the principal place of business shall be registered as domicile.

**Article 64: [Registering Changes of Legal Person]**Where there are changes to matters in a legal person's registration during the time it exists, it shall apply to the registration organ for a modification of the registration in accordance with law.

**Article 65: [Legal Consequences of Discrepancies Between a Legal Person's Actual Circumstances and Registration]**Where the actual circumstances of a legal person differ from those in its registration, this must not be used against a good faith counterpart.



**Article 66: [Publicly announced registration information]** The registration organs shall promptly announce information related to the legal persons' registration in accordance with law.

**Article 67: [Rights Enjoyed and Obligations Borne following the Merger or Division of Legal Persons]**Where legal persons merge, their rights and obligations are enjoyed and borne by the merged legal person.

Where legal persons divide, their rights and obligations enjoy joint creditor rights and bear joint responsibility for debts, except as otherwise agreed upon with creditors and debtors.

**Article 68: [Reasons for Termination of Legal Persons]**In any of the following circumstances, the legal person is terminated after liquidation and deregistration:

- (1) The legal person is dissolved;
- (2) the legal person is declared bankrupt;
- (3) Other reasons provided by law.

Where the laws or administrative regulations provide that the termination of legal persons requires the approval of relevant organs, follow those provisions.

**Article 69: [Situations for dissolution of legal persons]**In any of the following circumstances, the legal person is dissolved:

- (1) The time during which a legal person exists as stipulated by its charter expires or other reasons of dissolution as stipulated by its charter emerge.
- (2) The body with authority for the legal person resolves to dissolve;
- (3) Dissolution required due to mergers or divisions;
- (4) The legal person has its business license or registration certificate revoked in accordance with law, is ordered to close, or is cancelled;
- (5) Other circumstances provided for by law.

**Article 70: [Liquidation following the dissolution of legal persons]**Where a legal person is dissolved, except in situations of merger or division, liquidation obligors shall promptly form a liquidation team to conduct liquidation.

A legal persons' board members or council members and other members of its executive bodies or decisionmaking bodies are liquidation obligors. Where the laws or administrative regulations otherwise provide, follow those provisions.

Where liquidation obligors fail to promptly perform liquidation obligations, causing harms, they shall bear civil liabilities; professional supervisory organs or interested parties may request the people's courts to designate relevant personnel to form a liquidation team to conduct liquidation.

**Article 71: [Applicable legal basis for liquidation]**Following the provisions of relevant law for the the procedure to liquidate a legal person and the powers of liquidation teams; where there are no such provisions, follow with reference to the relevant provisions of the company law .

**Article 72: [The position of legal persons during liquidation, disposition of remaining assets after liquidation, and termination of the legal person]**The legal person continues to exist during the liquidation period, but must not engage in activities that are unrelated to the liquidation.

Handle a legal person's remaining assets after liquidation in accordance with the provisions of the legal person's charter or resolutions of the legal person's organ or power. Where the law provides otherwise, follow those provisions.

A legal person is terminated after liquidation and deregistration; where deregistration of the legal persons is not required by law, the legal person is terminated after liquidation.

**Article 73: [Bankruptcy of Legal Persons]**Where a legal person is declared bankrupt, it is terminated after bankruptcy liquidation and deregistration of legal person is completed.

**Article 74: [Branches of legal persons, and the responsibilities they bear]**A legal person may establish branch organizations in accordance with law. Where laws and administrative regulations provide that branch organizations shall register, follow those provisions.

Where branch organizations engage in civil activity in their own name, the resulting civil liability is borne by the legal person; alternatively it may first be borne by the assets controlled by the branch organization, the legal person will be responsible where that is insufficient.

**Article 75: [Legal consequences of the establishment of a legal person]**The legal consequences of civil activities engaged in by founders setting up a legal person are taken on by the legal person; where the legal person is not established, the legal consequences are taken on by the founders, and where there are two or more founders, they enjoy joint creditor rights and bear joint liability for debts.

Third-parties have the right to choose to demand that either the legal person or the founder bear civil liability for civil activities engaged in by the founders in their own names when setting up a legal person

## **Section 2: For-profit Legal Persons**

**Article 76: [Definition and types of For-Profit Legal Person]**For-profit legal persons are legal persons established for the purpose of gaining and distributing profits to shareholders and such other investors.

For-profit legal persons include limited liability companies, joint stock limited companies, and other enterprise legal persons.

**Article 77: [Establishment of For-profit legal persons]**For-profit legal persons are established after registering in accordance with law.

**Article 78: [Business licenses of for-profit legal persons]**Registration organs issue for-profit legal person business licenses to for-profit legal persons established in accordance with law. The issuance date of a business license is the establishment date of a for-profit legal person.

**Article 79: [Articles of Incorporation for For-profit Legal Persons]**To establish a for-profit legal person, a legal person charter shall be formulated in accordance with law.

**Article 80: [The organs of authority of for-profit legal persons]**For-profit legal persons shall establish organs of authority.

An organ of authority amends the legal person's charter, elects or replaces members of executive bodies or supervisory bodies, and performs other duties as provided for by the legal person's charter.

**Article 81: [Executive bodies of for-profit legal persons]** For-profit legal persons shall establish executive bodies.

An executive body convenes meetings of the organ of authority, determines the legal person's business plans and investment plans, determines the setup of the legal person's internal administrative bodies, and performs other duties as provided for by the legal person's charter.

Where the executive body is a board of directors or an executive director, the chairperson of the board or the executive director serves as the legally-designated representative in accordance with provisions of the legal person's charter; Where a board of directors or an executive director is not established, the principal person in charge as provided for by the legal person's charter is its executive body and legally-designated representative.

**Article 82: [Supervisory bodies of for-profit legal persons]** Where a legal person establishes a supervisory body such as a board of supervisors or a supervisor, the supervisory body inspects the legal person's finance, supervises acts of executing the legal person's duties by members of the executive body or by senior management personnel, and performs other duties as provided for by the legal person's charter.

**Article 83: [Investor's responsibility for abuse of power]** The backers of for-profit legal persons must not abuse investor rights to harm the legal person or other investors' rights; and where abuse of investor rights cause the losses to the legal person or to the other investors' rights, they shall bear civil liability in accordance with law.

The backers of for-profit legal persons must not abuse the independent status of the legal person and the backers' limited liability to harm the legal persons' creditor interests; and where the legal persons independent status and backers' limited liability are used to avoid debts, seriously harming the legal person's creditor interests, they shall bear joint liability with the legal person debtor.

**Article 84: [Restrictions on improper use of relationships]** Backers with a controlling interest in for-profit legal persons, and their actual controllers, directors, supervisors, and senior management must not use their relationships to harm the interests of the legal person; and where use of the relations causes losses for the legal person, they shall bear responsibility for compensation.

**Article 85: [Revocation of Resolutions]** Where the meeting convening procedure or the voting method whereby a for-profit legal person's organ of authority adopts a resolution violates laws, administrative regulations, or the legal person's charter, or where the contents of the resolution violate the legal person's charter, the for-profit legal person's investors may request a people's court to revoke said resolution. But the civil law relationships the for-profit legal person forms with good faith counterparts on the basis of said resolution are not affected.

**Article 86: [Obligations that should be performed by for-profit legal persons]** In engaging in business activities, for-profit legal persons shall abide by business ethics, preserve transactional security, accept supervision by the governments and the society, and shoulder societal responsibilities.

### **Section 3: Non-profit Legal Persons**

**Article 87: [Definition and types of non-profit legal person]**Non-profit legal persons are legal persons established for public interest purposes and other non-profit purposes, which do not distribute the profits gained to their investors, founders, or members.

Non-profit include public institutions, social groups, foundations, social service organizations, and so forth.

**Article 88: [Public institutions obtaining standing as legal persons]**Public institutions possessing the conditions for legal personhood that are set up to provide public interest services as necessary to adapt to economic and social development, obtain credentials as Public Institution Legal Persons after registering their establishment in accordance with law; where registering as legal persons is not required by law, they possess status as Public Institution Legal Persons from the day of establishment.

**Article 89: [The organizational body and legal representatives of public institution legal persons]**Where a public institution legal person sets up a council, the council is its decision-making body except as otherwise provided by law. The legally-designated representative of a public institution legal person shall be produced in accordance with the provisions of laws, administrative regulations or the legal person's charter.

**Article 90: [Social Groups Obtaining Standing as a Legal Person]**Social groups that possess the conditions for legal personhood, that are established based on members agreement for a public interest purpose, the common interest of members, or other non-profit purposes, obtain credentials as Social Group Legal Persons upon registering their establishment in accordance with law; where registering as legal persons is not required by law, they possess status as Social Group Legal Persons from the day of establishment.

**Article 91: [The articles of incorporation and organizational body for Social Group legal persons]**To establish a Social Group Legal Person, articles of incorporation [a charter] shall be formulated in accordance with law.

Social Group Legal Persons shall set up organs of power such as general membership assemblies or representative assemblies.

Social Group Legal Persons shall establish councils and other such implementation bodies. Council presidents, committee chiefs, and other such responsible parties are to follow the legal person's charter in serving as the legally-designated representative.

**Article 92: [Endowed Legal Persons Obtaining Standing as Legal Persons]**Foundations, social service organizations and so forth, that possess the conditions for legal personhood and were set up by a donation for a public interest purpose, obtain credentials as an Endowed Legal Person upon registering their establishment in accordance with law.

Where religious activity sites established in accordance with law have the capacity to become legal persons, they may apply to register as a legal person and obtain certification as an endowed legal person. Where laws and administrative regulations have provisions on religious activity sites, those provisions control.

**Article 93: [The articles of incorporation and organizational body for endowed legal persons]**Articles of incorporation [a charter] shall be drafted in setting up an Endowed Legal Person.

Endowed Legal Persons shall set up councils, democratic management organizations and other such decision-making bodies, and set up implementation bodies. The council president and other responsible persons serve as legally-designated representatives in accordance with the articles of incorporation.

Endowed Legal Persons shall establish a board of supervisors and other supervisory bodies.

**Article 94: [Donors' Rights]** Donors have the right to make inquiries to an Endowed Legal Person about how their donation was used and how it is being managed and offer opinions and suggestions concerning this; the Endowed Legal Person shall respond to such inquiries in a timely and truthful fashion.

Where Endowed Legal Persons' decision-making bodies, implementation bodies, or legally-designated representatives' procedures for making decisions violate laws, administrative regulations, or the legal person's charter; or the content of a decision violated the legal person's charter; the donor and other stakeholders, or the competent organ, may request the people's court revoke the decision. However, civil relationships established by good faith counterparts with the Endowed Legal Person are not impacted.

**Article 95: [Disposition of remaining assets at the termination of Non-profit legal persons]** When non-profit legal persons established for a public interest purpose are terminated, they must not distribute remaining assets to funders, founders, or members. Remaining assets shall be used for a public interest purpose in accordance with the legal persons' charter or a resolution of the rights holding body; where there is no way to dispose of them in accordance with the legal person's charter or a resolution of the rights holding body, the competent authority presides over their transfer to a legal person with the same or similar directive, and this is to be disclosed to the public.

#### **Section 4: Special Legal Persons**

**Article 96: [Types of special legal person]** Government Organ Legal Persons, Rural Collective Economic Organization Legal Persons, Urban Rural Cooperative Economic Organization Legal Persons, and Basic-Level Mass Autonomous Organization Legal Persons as provided for in this section, are special legal persons.

**Article 97: [Organs obtaining legal personhood]** Organs that have independent funding and legally prescribed bodies that bear administrative functions possess credentials as a government organ legal person from the date they are established, and may engage in civil activities necessary for the performance of their functions.

**Article 98: [Rights Enjoyed and Obligations Borne following the Termination of Organ Legal Persons]** Where Government Organ Legal Persons are revoked and the legal person terminated, their civil rights and obligations are enjoyed and borne by the Government Organ Legal Persons that succeed them; and where there is no successor Government Organ Legal Person, they are enjoyed and borne by the Government Organ Legal Person that made the revocation decision.

**Article 99: [Rural Collective Economic Organization Legal Persons]** Rural collective economic organizations obtain credentials as legal persons in accordance with law.

Where laws and administrative regulations have provisions on rural collective economic organizations, follow those provisions.

**Article 100: [Urban and Rural Cooperative Economic Organization Legal Persons]** Urban and Rural Cooperative Economic Organizations are to lawfully obtain standing as legal persons.

Where laws and administrative regulations have provisions on urban rural cooperative economic organizations, follow those provisions.

**Article 101: [Basic-level Mass Autonomous Region Legal Persons]** Residents committees or villagers committees possess credentials as basic level mass autonomous organization legal persons, and may engage in civil activities as necessary for the performance of their functions.

Where rural collective economic organizations have not been set up, villagers committees may act for the functions of a rural collective economic organization.

#### **Chapter IV: Unincorporated Organizations**

**Article 102: [Definition and Types of Unincorporated Organization]**Unincorporated organizations are organizations that do not have standing as a legal person but can engage in civil activity in their own name.

Unincorporated organizations include individual independent enterprises, partnerships, professional service establishments that do not qualify as legal persons, and so forth.

**Article 103: [Procedures for Setting Up Unincorporated Organizations]**Unincorporated organizations shall register in accordance with provisions of law.

Where the law or administrative regulations provides that the establishment of an unincorporated organization requires the approval of relevant organizations, follow those provisions.

**Article 104: [Debt Obligations borne by Unincorporated Organizations]**Where the assets of unincorporated organizations are not sufficient to pay off debts, their investors or founders bear unlimited liability. Where the law provides otherwise, follow those provisions.

**Article 105: [Representatives of Unincorporated Organizations]**Unincorporated organizations may designate one or several persons to represent that organization in engaging in civil activities.

**Article 106: [Situations for the Dissolution of Unincorporated Organizations]**In any of the following circumstances, unincorporated organizations are dissolved:

- (1) The period for existence provided in the charter is completed or other incidents calling for dissolution provided in the charter manifest.
- (2) investors or founders make a decision for dissolution;
- (3) Other situations provided for by laws.

**Article 107: [Liquidation of Unincorporated Organizations]**Where non-legal person organizations dissolve, they shall conduct a liquidation in accordance with law.

**Article 108: [Applicable References]**In addition to applying this chapter, the relevant provisions of Chapter III, Section 1 of this Part may be applied to unincorporated organizations by reference.

#### **Chapter V: Civil Rights**

**Article 109: [Physical Liberty and personal dignity are protected by law]**Natural persons' physical liberty and personal dignity are protected by law.

**Article 110: [Personality Rights of Civil Subjects]** Natural persons enjoy the right to life, body rights, the right to health, name rights, image rights, reputation rights, honor rights, privacy rights, the right to marital autonomy and other such rights.

Legal persons and unincorporated organizations enjoy name rights, reputation rights, and honor rights.

**Article 111: [Personal Information Is Protected by Law]** The personal information of natural persons is protected by law. Where any organization or individual needs to obtain someone else's

personal information, they shall obtain it in accordance with law and ensure information security; they must not unlawfully collect, use, process, or transfer the personal information of others, and must not unlawfully buy, sell, provide or disclose others' personal information.

**Article 112: [Rights in the person that are created through marital and familial relationships are protected by law]** Natural persons' personal rights produced through marital and familial relationships are protected by law.

**Article 113: [Equal protection for property rights]** Civil entities' property rights receive equal protection of law.

**Article 114: [Definition and types of Property Rights]** Civil entities enjoy property rights [rights in rem] in accordance with law.

Property rights are the rights holders' rights to direct control and exclusivity over specified objects, including ownership rights, usage rights, and the right to use as collateral.

**Article 115: [Subjects of Rights in Rem]** Property rights include both real estate and personal property. Where the law provides for an object of property rights, follow those provisions.

**Article 116: [Principle that Property Rights are to be legally-prescribed]** The type and content of property rights are provided by law.

**Article 117: [Expropriation and Requisition]** Where real or personal property is expropriated or requisitioned as needed for the public good and in accordance with the legally prescribed scope of authority and procedures, fair and reasonable compensation shall be given.

**Article 118: [Definition of Creditor's Rights]** Civil entities enjoy creditor rights in accordance with law.

Creditors rights are the right of the rights holder to request a specified obligor to do or not do certain acts, that result from contract, tortious conduct, negotiorum gestio, unjust enrichment or other provisions of law.

**Article 119: [Binding Force of Contracts]** Contracts established in accordance with law have binding legal effect on the parties.

**Article 120: [Bearing Tort Liability]** Where civil rights and interests are encroached upon, the victim has the right to request that the infringer bear liability for the infringement.

**Article 121: [negotiorum gestio]** Persons carrying out management so as to avoid harm to the interests of others, where there have no legally prescribed or agreed upon obligation, have the right to request that the beneficiaries repay necessary expenses they paid out.

**Article 122: [Unjust Enrichment]** Where unjust profits are acquired because others lacked a legal basis, persons suffering losses have the right to request they return the unjust profits.

**Article 123: [Definition of Intellectual Property Rights]** Civil entities enjoy intellectual property rights in accordance with law.

Intellectual property rights are the rights holders exclusive rights over the following objects:

(1) works;

(2) inventions, new utility models, designs;

- (3) trademarks;
- (4) geographical indications;
- (5) commercial secrets ;
- (6) Integrated Circuit Designs;
- (7) new varieties of plants;
- (8) Other objects as provided by law.

**Article 124: [Inheritance rights]**Natural persons enjoy the right of inheritance.

The lawful, privately-owned assets of natural persons, may be inherited in accordance with law.

**Article 125: [Investment rights]**Civil entities lawfully enjoy investment rights such as equity.

**Article 126: [Other Civil Rights]**Civil entities enjoy other civil rights and interests as provided by law.

**Article 127: [Protection of data and online virtual property]**Where the law has provisions on the protection of data or online virtual assets, follow those provisions.

**Article 128: [Special protections for civil rights]**Where the law has special provisions on the civil rights of minors, the elderly, persons with disabilities, women, consumers, and so forth, follow those provisions.

**Article 129: [Methods of obtaining civil rights]**Civil rights may be obtained on the basis of matters provided for in civil juristic acts, factual acts, legal provisions or by other methods provided by law.

**Article 130: [Lawful exercise of civil rights in accordance with one's wishes]**Civil entities exercise civil rights according to their own wishes, without interference.

**Article 131: [Consistency of Rights and Obligations]**When civil entities exercise rights, they shall perform obligations provided by law or agreed upon by the parties.

**Article 132: [Civil Rights Must Not Be Abused]**Civil entities must not abuse civil rights to harm the national interest, the societal public interest, or the lawful rights and interests of others.

## **Chapter VI: Civil Juristic Acts**

### **Section 1: Ordinary Provisions**

**Article 133: [Definition of Civil Juristic Acts]**Civil juristic acts are conduct in which civil entities establish, modify, or terminate legal civil relationships through an expression of intent.

**Article 134: [Establishment of Civil Juristic Acts]**Civil juristic acts may be established based on consistent expressions of intent by two or several sides, and may also be established by a unilateral expression of intent.



Where resolutions are made by legal persons and unincorporated organizations through the deliberation and voting procedures in accordance with provisions of law or their charter, that resolution is established.

**Article 135: [Form of Civil Juristic Acts]**Civil juristic acts may employ written, oral, or other forms; where a specific form is provided for in laws or administrative regulations, or where the parties have agreed on a specific form, that form shall be employed.

**Article 136: [Validity Period of Civil Juristic Acts]**Civil juristic acts take effect when established, except where laws or agreements of the parties hold otherwise.

The actor must not modify or rescind civil juristic acts of their own accord, without being in accordance with legal provisions or without the consent of the other parties.

## **Section 2: Expression of Intent**

**Article 137: Effective where there is an expression of intent by the counterpart]**When the expression of intent is done through a dialogue, it becomes effective when the counterpart knows the content.

Where expression of intent is through non-interactive methods, it is effective on the date it reaches the counterpart. Where the counterpart has designated a specific system for receiving digital data documents, non-interactive expressions of intent made through digital data documents are effective from the date on which they enter that system; where a specific system has not been designated, the digital data document takes effect when the counterpart knows or should know that it has entered their system. Where the parties agree otherwise on the effective time for an expression of meaning in the form of a data message, follow their agreement.

**Article 138: [Time of validity where there is no expression of intent from a counterpart]**Where there is no expression of intent from the counterpart, the expression is effective when completed. Where the law provides otherwise, follow those provisions.

**Article 139: [Period of validity where expression of intent is by announcement]**Where intent is expressed through a public announcement, it is effective from the time of the announcement.

**Article 140: [Means of expressing intent]**An actor may express or imply an intention.

Silence may only be viewed as an expression of intent as provided by law, as agreed upon by the parties, or where it conforms with the custom of transactions between the two parties.

**Article 141 : [Withdrawal of expressions of intent]**Actors may withdraw an expression of intent. The notification of a withdrawal of expression of intent shall reach the counterpart before or at the same time as the expression of intent.

**Article 142: [Interpretation of Expressions of Intent]**Interpretation of expressions of intent where there is a counterpart shall be in accordance with the terms they use, taken together with the nature, purpose, and custom of the relevant articles and acts, and the principle of good faith, to determine the meaning of the expression of intent.

Interpretation of expressions of intent where there is no counterpart, cannot be fully constrained to the use of terms, but shall be taken together with the nature, purpose, and custom of the relevant articles and acts, and the principle of good faith, to determine the actors true meaning.

## **Section 3: The Efficacy of Civil Juristic Acts**

**Article 143: [Requirements for the validity of Civil Juristic Acts]**Civil juristic acts meeting the following conditions are valid:

- (1) The actor possesses the relevant capacity for civil action;
- (2) the intention expressed is genuine;
- (3) it does not violate the mandatory provisions of laws and administrative regulations, and does not violate public order and good customs.

**Article 144: [Efficacy of Civil Juristic Acts by Persons Lacking Civil Capacity]**Civil juristic acts performed by persons without capacity for civil conduct are invalid.

**Article 145 : [Efficacy of Civil Juristic Acts by People with Limited Civil Capacity]**Civil juristic acts, carried out by persons with limited capacity for civil conduct carrying, that are purely in their interest or are appropriate for their age, intellect, and mental health state, are effective; other civil juristic acts they carry out are effective upon the consent, or subsequent ratification, of their legally-designated agents.

The counterpart may urge the legally-designated agent to give subsequent ratification within 30 days of receiving notification. Where the legally-designated agent does not respond, it is viewed as a refusal to ratify. Before civil legal acts are subsequently ratified, good faith counterparts have the right of revocation. Revocations shall be made by notification.

**Article 146: [False expressions and concealing validity of conduct]**Civil juristic acts in which the actor and their counterpart express measures with false intent are invalid.

The validity of civil juristic acts concealed by a false expression of intent is handled in accordance with relevant legal provisions.

**Article 147: [Efficacy of Civil Juristic Acts Based on Major Misunderstandings]**The actor has the right to request that a court or arbitration body revoke civil juristic acts carried out on the basis of major misunderstandings,

**Article 148: [Validity of Civil Juristic Acts Carried out through Fraud]**The defrauded party has the right to request that a people's court or arbitration body revoke civil juristic acts carried out in circumstances where one party used fraud to make the other party go against their real intentions

**Article 149: 【受第三人欺诈的民事法律行为的效力】** The defrauded party has the right to request that a people's court or arbitration body revoke civil juristic acts carried out in situations where a third party commits fraud causing a party to go against their true intentions and the other party knows or should know of the fraudulent conduct.

**Article 150: [Validity of Civil Juristic Acts implemented through Coercive Means]**The coerced party has the right to request a people's court or arbitration body revoke civil juristic acts carried out in circumstances where one party, or a third party, used coercive means, causing a party to go against their true intentions.

**Article 151: [Efficacy of civil juristic acts that are clearly unfair]**The injured party has the right to request a people's court or arbitration body revoke civil juristic acts where one party exploits the other parties distressed state and lack of judgment, resulting in the establishment of a civil juristic act that is clearly unfair.

**Article 152: [Extinguishing rights of rescission]** In any of the following circumstances, the right of rescission is extinguished:

(1) Where the right of revocation is not exercised within one year of the date on which a party knew or should have known of the grounds for revocation, or within 90 days of the date on which a substantially mistaken party knew or should have known of the grounds for revocation;

(2) The coerced party has not exercised the right of revocation within one year of the coercive acts concluding;

(3) A party clearly expresses, or clearly indicates through their own conduct, that they forfeit their rights, after knowing of grounds for revocation.

Where parties have not exercised the right of revocation within 5 years of the civil juristic act taking effect, the right of revocation is extinguished.

**Article 153: [Validiyt of Civil Juristic Acts that goa against mandatory provisions or good morals]**Civil juristic acts that violate mandatory provisions of law or administrative regulations are void. Unless, however, that mandatory provision does not void that civil juristic act.

Civil juristic acts that violate public order and good custom are void.

**Article 154: [Efficacy of Civil Juristic Acts with Malicious Collusion]**Where there was malicious collusion between the actor and counterpart harming to the legitimate rights and interests of others, the legal juristic acts are void.

**Article 155: [Invalid or revoked civil juristic acts as void]**Civil juristic acts that are void or revoked have no legal binding force ab initio.

**Article 156: [Partial Voidance of Civil Juristic Acts]**Where a part of civil juristic acts is void, but do not impact the force of the other portions, the other portions remain effective.

**Article 157: [Legal consequences of civil juristic acts being void, revoked, or determined to be invalid]**Where civil juristic acts are void, revoked, or after they are determined to not take effect, assets acquired by actors due to that conduct shall be returned; where they cannot be returned, or there is no need to return them, compensation is made in cash. A party with fault shall compensate the other party for the harm it caused; where all parties have fault, they shall each bear the corresponding liability. Where the law provides otherwise, follow those provisions.

#### **Section 4: Conditions and Time Limits for Civil Juristic Acts**

**Article 158: [Civil Juristic Acts with conditions attached]**Civil juristic acts may have conditions attached, except where they must not have conditions attached based on their nature. Civil juristic acts that have effective conditions attached, are effective when the conditions are achieved. Civil juristic acts with release conditions become ineffective when the condition is achieved.

**Article 159: Accomplishment or non-accomplishment of conditions]**Where civil juristic acts have conditions attached and a party improperly stops the conditions from being achieved for their own interest, it will be viewed as the condition having been already achieved; where they improperly push the condition's achievement, it is viewed as the condition not being achieved.

**Article 160: [Civil Juristic Acts with Time Limits]**Civil juristic acts may have time limits attached, except where they must not have time limits attached by their nature. Civil juristic acts with time limits on their taking effect will take effect at the completion of that time period. Civil juristic acts with time limits for their termination, cease to have effect at the completion of that time period.

#### **Chapter VII: Agency**

## **Section 1: Ordinary Provisions**

**Article 161: [Applicable scope of agency]**Civil entities may perform civil juristic acts through agents.

Civil juristic acts that shall be carried out by the persons themselves in accordance with the provisions of law, agreement of the parties, or the nature of the civil juristic act, must not be done through an agent.

**Article 162: [Efficacy of Agency]**Civil juristic acts carried out by agents in the name of the principal and within the scope of their power of agency are effective for the principal.

**Article 163: [Types of Agency]**Agency includes entrusted agency and statutory agency.

Retained agents exercise powers of agency in accordance with the principal's retention. Legally-designated agents exercise the powers of agency in accordance with provisions of law.

**Article 164: [Legal consequences of improper conduct by agents]**Civil juristic acts carried out by agents in the name of the principal and within the scope of their power of agency are effective for the principal.

Where agents maliciously collude with counterparts, harming the lawful rights and interests of the principal, the agent and the counterpart shall bear joint liability.

## **Section 2: Assigning Agency**

**Article 165: [Documents Authorizing Retention]**The authorization for retention of an agent shall be in written form, and the authorization document shall clearly state the full name or business name of the principal; the matters, scope of authority, and time limits for the agency; and be signed by the principal or have their seal affixed.

**Article 166: [Joint Representation]**Where there are several agents for the same agency matter, they shall jointly exercise powers of agency, except as otherwise agreed upon by the parties.

**Article 167: [Illegal representation and its legal consequences]**Where agents know or should know that the matter of the agency is unlawful but still carry out acts of agency, or where the principal knows or should know that the agent's acts of agency are unlawful but does not express opposition, the principal and agent shall bear joint liability.

**Chapter 168: [Prohibitions on self-representation and representation of both parties, and exceptions]**Agents must not carry out civil juristic acts with themselves in the principal's name. except where the principal consents or subsequently ratifies it.

Agents must not carry out civil juristic acts in the name of the principal with another person they are representing at the same time; except where both principals consent or subsequently ratify it.

**Article 169 : [Complex Agency]**Where agents need to transfer the agency to a third person, they shall obtain the consent or subsequent ratification of the principal.

Where the principal consents to or subsequently ratifies a transfer of agency, the principal may directly give instructions to the retained third party on the matter of the agency, and the agent only bears civil liability for selection of the third party and instructions given to the third party.

Where the transfer of agency is not consented to or subsequently ratified by the principal, the agent shall bear liability for the acts of the third party, except in emergency circumstances where it was necessary to transfer agency so as to preserve the principal's interests

**Article 170 : [Professional agency]**Civil juristic acts carried out in the name of legal persons or unincorporated organizations by their personnel in carrying out work tasks within the scope of their authority for that legal person or unincorporated organization, are effective [binding] for that legal person or unincorporated organization.

Restrictions placed by legal persons or unincorporated organizations on the scope of authority of their staff personnel in performing tasks, must not be used against a good faith counterpart.

**Article 171: [Unauthorized Agency]**Where actors carry out acts of agency despite not having powers of agency, beyond their power of agency, or after the agency is terminated, they are not effective against the principal, where the principal does not subsequently ratify them.

The counterpart may urge the principal to give subsequent ratification within 30 days of receiving notification. Where the principal does not respond, it is viewed as a refusal to ratify. Good faith counterparts have the right to revocation before acts carried out by the actor are subsequently ratified. Revocations shall be made by notification.

Where acts carried out by actors are not subsequently ratified, good faith counterparts have the right to request the actor perform obligations or request compensation from the actors for harms suffered. However, the scope of compensation must not exceed the benefits that the counterpart might have obtained when the principal subsequently ratified the acts.

Where the counterpart knew or should have known that the actor had no power of agency, the counterpart and the actor bear responsibility in accordance with their respective fault.

**Article 172: [Apparent Agency]**Where the actor carries out acts of agency without having the rights of agency, exceeding the powers of agency or after the agency has concluded, and the concerned persons had reason to believe that the actor had agency rights, the acts of agency are valid.

### **Section 3: Termination of Agency**

**Article 173: [Situations ending the retention of agency]**In any of the following situations, the agency relationship is terminated:

- (1) The period or subject of the agency is completed;
- (2) the principal cancels the retention or agent quits the representation;
- (3) the agent loses capacity for civil conduct;
- (4) the agent or principal dies;
- (5) the legal person or unincorporated organizations that are the principals are terminated.

**Article 174 : [Exceptions to situations for terminating agency]**In any of the following circumstances after the principal dies, the acts of the retained agent are effective:

- (1) The agent did not know, nor should have known, that the principal had died;
- (2) The principal's heirs acknowledge the conduct;

(3) It was specified at the time of authorization that the agency was to be terminated when the matters of the agency were concluded;

(4) It was already completed when the principal died, and representation continues for the benefit of the principal's heirs.

Where the principal is a legal person or an unincorporated organization and is terminated, apply the provisions of the preceding paragraph by reference.

**Article 175 : [Termination of legally-prescribed agency]** In any of the following circumstances, a legally-prescribed agency is dissolved:

(1) The principal acquires or regains full capacity for civil conduct;

(2) the agent loses capacity for civil conduct;

(3) the agent or principal dies;

(4) other situations provided for by law.

## **Chapter VIII: Civil Liability**

**Article 176 : [Civil obligations and responsibilities]** Civil entities bear civil liability in accordance with provisions of law or as agreed upon by the parties, for performance of civil obligations.

**Article 177 : [Share-holder Responsibility]** Where two or more persons bear proportional liability, and the size of the liability can be determined, each bears the corresponding liability; where it is difficult to determine the size of liability, they bear responsibility equally.

**Article 178: [Joint liability]** Where two or more persons bear joint liability, the rights holder has the right to request some or all of those jointly liable to bear responsibility.

The share of the liability among jointly liable persons is determined according to the size of their respective responsibility; and where it is difficult to determine the size of their responsibility, they bear liability equally. Where the liability actually borne exceeds their share of joint responsibility, they have the right to seek compensation from other jointly liable persons.

Joint liability is by legal provision or agreement of the parties.

**Article 179: [Methods of bearing civil responsibility]** The primary methods of bearing civil liability are:

(1) stopping infringement;

(2) removal of obstructions;

(3) the elimination of dangers;

(4) restitution of assets;

(5) restoration of original conditions;

(6) repairing, remaking, or replacing;

- (7) continuing performance;
- (8) Compensating losses;
- (9) payment of liquidated damages;
- (10) Eliminating impact or restoring reputation;
- (11) Formal apology.

Where the law provides for punitive compensation, follow those provisions.

The methods of bearing civil liability provided in this law may be applied independently or in combination.

**Article 180: [Force Majeure]**Where civil obligations cannot be performed due to force majeure, civil responsibility is not borne. Where the law provides otherwise, follow those provisions.

Force majeure is an objective situation which is unforeseeable, unavoidable and insurmountable.

**Article 181: [Defense]**Civil liability is not borne where harm is caused by justified defense.

If justified defense exceeds the limits of necessity and causes undue damage, the justified defender shall bear appropriate civil liability.

**Article 182: 【Flagrant Necessity】** Where harms are caused due to avoiding imminent threats, the person who brought on the threat bears civil responsibility.

Where the danger was brought on by natural causes, the persons avoiding danger do not bear civil liability, but may give appropriate compensation.

Where the measures taken to avoid urgent danger are improper, or exceed the limits of necessity, and cause undue harm, the person avoiding urgent danger shall bear appropriate civil liability.

**Article 183: [Allocation of responsibility and methods of compensation for harms resulting from protection of others civil rights and interests]**Where one suffers harm in trying to protect the civil rights and interests of others, the tortfeasor bears civil liability, and the beneficiary may give appropriate compensation. Where there is no tortfeasor, the tortfeasor has fled or is unable to bear civil liability, and the victim demands compensation, the beneficiary shall give appropriate compensation.

**Article 184: [Those providing emergency aid do not bear civil responsibility]**Where voluntarily carrying out emergency assistance causes harm to the person receiving assistance, the aider does not bear civil liability.

**Article 185: [Civil liability for injury to the name, image, honor, or reputation of heroes or martyrs]**Those who infringe upon the name, likeness, reputation, or honor of a hero, martyr, and so forth, harming the societal public interest, shall bear civil liability.

**Article 186: [Concurrent Responsibility]**Where acts in breach of contract by one party harm the other party's rights in their person or property, the injured party has the right to choose whether to request they bear liability for breach of contract or for torts.

**Article 187: [Priority in Bearing Civil Responsibility]**Where civil entities should bear civil, administrative, and criminal liability for the same conduct; their bearing criminal or administrative liability does not impact their bearing civil liability; where the civil entity's assets are insufficient to make payment, priority is given to bearing the civil liability.

## **Chapter IX: Limitations Period for Litigation**

**Article 188: [Statute of limitations for ordinary cases, and maximum period for rights protection]**The limitations period for applying to the people's courts for protection of civil rights is 3 years. Where the law provides otherwise, follow those provisions.

The limitations period for litigation is calculated from the day on which the rights holder knows or should know that their rights have been violated and know of the obligor. Where the law provides otherwise, follow those provisions. However, where more than twenty years have passed since the violation of rights, the people's courts will not provide protection, where there are special circumstances, the people's courts may extend this upon application of the rights-holder.

**Article 189: [Statue of limitation for debts paid in installments]**Where the parties have agreed to performance of a single debt in installments, the limitations period for litigation is calculated from the date on which the final installment period concludes.

**Article 190: [Statute of limitations for demands against a legal representative]**The limitations period for litigation demands by a person lacking or with limited capacity for civil activity against their legally-designated agents is calculated from the date on which that agency is terminated.

**Article 191: [Statute of limitations for litigation demanding compensation for sexual abuse suffered as a child]**The limitations period for litigation demands on compensation for sexual violations of a minor are calculated from the date on which the victim turns 18 years old.

**Article 192: [Legal Effect of Completing the Statute of Limitations]**Where the limitations period is completed, the obligor may raise a defense of nonfeasance.

Where the obligor agrees to perform after the limitation period for litigation is completed, they must not use the completion of the limitations period as a defense; where the obligor has already voluntarily performed, restitution must not be demanded.

**Article 193: [Invocation of Statutes of Limitations]**People's courts must not proactively apply provisions on statutes of limitations.

**Article 194: [Situations for suspending the statute of limitations]**Where a demand cannot be made due to the following obstacles in the last 6 months of the limitations period, the limitations period is suspended:

- (1) Force majeure;
- (2) A person lacking or with limited capacity for civil action did not have a legally-designated agent or their legally-designated agent died, lost capacity for civil action, or lost the right of representation;
- (3) After inheritance begins, heirs or executors have not been determined;
- (4) The rights-holder is controlled by the obligor or another person;
- (5) Other obstacles that make it so that the rights holder is unable to exercise their right to make demands.



The limitations period is completed six months after the reasons for the suspension of the limitations period have been eliminated.

**Article 195: [Circumstances interrupting the statute of limitations]**In any of the following situations, the limitations period is suspended and is calculated anew from the date on which the suspension and relevant procedures are concluded:

- (1) The rights-holder requests that the obligor perform;
- (2) The obligor agrees to perform the obligation;
- (3) The rights holder initiates litigation or applies for arbitration;
- (4) Other circumstances with the same efficacy as raising a lawsuit or applying for arbitration.

**Article 196: [Circumstances where the statute of limitations is not applied]** The provisions on statutes of limitations are not applied in the following circumstances:

- (1) demands to stop infringement, remove obstructions, or eliminate dangers;
- (2) The rights holder for rights in real estate or registered movable property requests the assets be returned;
- (3) Claims for payment of child support, alimony, or maintenance;
- (4) Other claims that do not apply the limitations period in accordance with law.

**Article 197: [Statutes of limitations are designated by law, and cannot be waived in advance]**Where the law makes provisions on the method of calculating the limitations period for litigation, as well as for grounds for its suspension or interruption, agreements between the parties are void.

Parties' anticipatory renunciations of benefits from the limitations period are void.

**Article 198: [Validity of arbitration]**Where the law has provisions on the limitations period for arbitration, follow those provisions, where there are no provisions, apply the provisions on the limitations period for litigation.

**Article 199: [During exclusion]** The duration of rights that are provided for in law or agreed upon by the parties such as the right of revocation or the right of rescission, unless otherwise provided by law, is calculated from the date on which the rights holder knows or should have known the right existed, and provisions on suspension, interruption, and extensions of the limitations period for litigation are not applied. When the duration is completed, the rights of revocation, rescission, and so forth, are extinguished.

## **Chapter X: Calculation of Time Periods**

**Article 200: [Units for Calculating Time Periods]**Dates used in the civil law follow are calculated according to Gregorian calendar years, months, days, and hours.

**Article 201: [Beginning calculation of time periods]**When calculating periods according to years, months, days, that day is not counted, and calculations begin from the following day.

Where periods are calculated by hours, the calculation begins at the time provided by law or agreed upon by the parties.

**Article 202: [Conclusion of Time Periods]**Where periods are calculated by years and months, the corresponding day in the final month is the final day ; where there is no corresponding day, the end of the month is the last day.

**Article 203: [Extentions at the conclusion of the period and the time at which days end]**Where the final day is a legal holiday, the day after the end of the legal holiday is the final day of the period.

The period concludes at 24:00 on the final day; where there are hours of operation, the period concludes at the time for stopping operations.

**Article 204: [Time period basis in law or agreement]**Time periods are calculated in accordance with the methods provided in this law, except where the law provides otherwise or the parties have agreed otherwise.

## **Part 2: Rights in Rem**

### **Subpart I: General Provisions**

#### **Chapter I: General Provisions**

**Article 205: [The range of adjustments by the Part on Rights in Rem]** This Part regulates civil relationships resulting from the attribution and use of property.

**Article 206: [The fundamental system of socialist economics and the socialist market economy]** The state adheres to and improves the basic socialist economic system, including the public ownership as the main body, the joint development of various ownership economics, distribution primarily in accordance with labor, but with various forms of distribution coexisting.

The State consolidates and develops the public sectors of the economy, and encourages, supports, and guides the development of the non-public sectors of the economy.

The State maintains a socialist market economy and guarantees the equal legal status and the right to development of all market entities.

**Article 207: [Principle of Equal Protection for Property Rights]**The rights in rem of the State, collectives, and individuals, and the rights in rem of other rights holders are protected by law, and must not be infringed upon by any organization or individual.

**Article 208: [Principle of Announcing Rights in Rem]**The creation, modification, transfer, and extinguishment of the rights in rem in real property shall be registered in accordance with the provisions of law. The creation and transfer of rights in rem in chattel shall be delivered in accordance with the provisions of law.

## **Chapter II: Creation, Modification, Transfer, and Extinguishment of Rights in Rem**

### **Section 1: Real Estate Registration**

**Article 209: [Validity of Registration of Rights in Real Property]**The creation, modification, transfer and extinguishment of rights in rem in real property shall take effect upon registration and shall not become effective without being registered, unless otherwise set forth in the law.

Any natural resources owned by the State pursuant to the law can be exempted from ownership registration.

**Article 210: [Real estate registration bodies and uniform registration of real estate]**Registration of real estate is to be handled by the registration body for the area where the real estate is located.

The state implements a uniform registration system for real estate. The scope of uniform registration, registration bodies, and registration methods are to be provided for in laws and administrative regulations.

**Article 211: [Application Materials for Registration of Real Property]**Based on different matters for registration, the parties applying for registration shall provide proofs of ownership and necessary materials such as the borders and area of real estate,

**Article 212: [Duties of Registration Bodies]**Registration bodies shall perform the following duties:

- (1) Review the proofs of ownership and other necessary materials provided by the applicant;
- (2) Question the applicant regarding the registration matters;
- (3) Truthfully and promptly register the relevant matters;
- (4) Other duties provided for by laws and administrative regulations.

Where circumstance related to real estate for which registration has been applied require further proofs, the registration body may request that the applicant supplement materials, and when necessary may make on site inspections.

**Article 213: [Conduct that Registration Bodies Must Not Engage In]**Registration bodies must not have the following conduct:

- (1) Requesting to conduct appraisal of real estate.
- (2) Conducting duplicate registration in the name of annual inspections and the like;
- (3) Other conduct exceeding the scope of registration duties;

**Article 214: [Period of efficacy for rights in real property]**The establishment, modification, transfer, and extinguishment of rights in real property that shall be recorded in accordance with law take effect upon their recording in the real estate registry.

**Article 215: [The distinction between contract validity and modification of property rights]**Contracts concluded by the parties regarding the establishment, modification, transfer, and extinguishment of property rights, take effect when the contract is formed, except as otherwise provided for by law or agreements of the parties; where the property rights are not registered, it does not impact the efficacy of the contract.

**Article 216: [Efficacy and Management of Real Estate Registries]**The real estate register is the basis for the ownership and content of rights in rem.

Registry bodies are to manage the real estate registries.

**Article 217: [Relationship of the Real Estate Registry and Real Estate Deeds]**Deeds are proof that the rights holder enjoys the corresponding rights in real estate. The matters recorded in a deed shall be consistent with the real estate registry; and where the record is inconsistent, the real estate registry is controlling except where there is proof that it is truly in error.

**Article 218: [Inquiry and Reproduction of Real Estate Registry Materials]** Rightsholders and interested parties can apply to for inquiries or reproductions of the real estate registry materials, and the registry bodies shall provide them.

**Article 219: [Reasonable use of real estate registry materials]** Stakeholders must not disclose or illegally use the rightsholders' real estate registry materials.

**Article 220: [Correcting and Objecting to Registration]** Where rightsholders and interested parties find that matters recorded in the real estate registry are in error, they may apply to correct it. Where the rightsholders indicated in the real estate registry consent in writing to the correction or there is proof showing that the registration is in error, the registration body shall make the correction.

Where the rightsholder in the real estate registry does not consent to correction, stakeholders may apply to object to the registration. Where the registration body registers the objection, and the applicant does initiate litigation within 15 days of the objection being registered, the objection is invalid. Where the objection registration is improper and causes harm to the rightsholder, the rightsholder may apply for the losses to be compensated.

**Article 221: [Advance registration]** Parties signing agreements to buy and sell houses, or signing other agreements on real estate, may apply to a real estate registry for advance registration in accordance with their agreement to preserve the future property rights. After the advance registration, where the real estate is disposed of without the consent of the rightsholder of the advance notice registration, it does not take effect as a property right.

After advance registration, where an application for registration is not made within 90 days of credit rights being extinguished or the date on which real estate rights could be registered.

**Article 222: [Compensation for Error in Real Estate Registries]** Where parties provide fake materials in registration applications causing harms to others, they shall bear responsibility for compensation.

Where errors in registration cause harms to others, the registration body shall bear responsibility for compensation. After compensation is made by the registration body, compensation may be sought from the person who caused the error.

**Article 223: [Real Estate Registry Fees]** Real estate registration fees are collected by item and must not be collected based on the area, volume, or price.

## **Section 2: Delivery of Movable Property**

**Article 224: [Effect of the delivery of real estate]** The establishment and transfer of rights in chattel take effect from the date of delivery, except as otherwise provided by law.

**Article 225: [Validity of Special Real Estate Registration]** The establishment, alteration, transfer, and extinction of the property rights in ships, aircraft, and motor vehicles, etc., without registration, must not counter a good faith third party.

**Article 226: [Simplified Transfer]** Where the rightsholder is already in possession before the establishment or transfer of property rights, the property rights take force when the civil juristic acts become effective.

**Article 227: [Instruction delivery]** Where before rights in rem are established or transferred, a third party takes possession of the chattel concerned, the persons with responsibility for delivery

may demand that the third party return the original property in place of delivering it through the transfer.

**Article 228: [Change of Possession]**When property rights are transferred, where the parties have also agreed that the transferer will continue possession, the property rights take effect at the agreed-upon time.

### **Section 3: Other Provisions**

**Article 229: [Changes in property rights caused by legal documents or requisition decisions]**Where rights in rem are established, modified, transferred, or extinguished by legal documents from a people's court or arbitration body or a requisition decision from a people's government, they take effect from the moment the legal documents or requisition decision becomes effective.

**Article 230: [Inherited Property Rights]**Where rights in rem are acquired by inheritance, they take force beginning from the date of inheritance.

**Article 231: [Modification of Property Rights by Actual Conduct]**Where property rights are established or extinguished due to factual conduct such as the lawful building or demolition of a house, they shall become effective when the factual conduct is accomplished.

**Article 232: 【处分非因民事法律行为享有的不动产物权】**处分依照本节规定享有的不动产物权，依照法律规定需要办理登记的，未经登记，不发生物权效力。

### **Chapter III: Protection of Rights in Rem**

**Article 233: [Methods of Resolving Property Right Disputes]**Where rights in rem are violated, the rights holder may resolve it through channels such as settlement, mediation, arbitration, or litigation.

**Article 234: [Demands for Determination of Rights in Rem]**Where the attribution or content of rights in rem are disputed, stakeholders may demand a confirmation of rights.

**Article 235: [Right to Demand Return of Original Items]**Where possession of real estate or chattel is taken without rights, the rights holder may demand return of the original property.

**Article 236: [Right to Demand Removal of Obstructions]**Where rights in rem are prejudiced or might be prejudiced, the rights holder may demand that obstacles be removed, or risks eliminated.

**Article 237: [Right to Demand Restoration of Property Rights]**Where real estate or chattel are destroyed, the rights holder may lawfully demand its repair, recreation, exchange, or restoration to its original state.

**Article 238: [The right to request compensation for harms to rights in rem]**Where violations of rights in rem cause harms to the rights holder, the rights holder may demand compensation for the losses in accordance with law, and may also demand that civil responsibility be borne in accordance with law.

**Article 239: [Single and Combined Uses of Methods of Protecting Rights in Rem]**The methods for protecting right in rem provided for in this chapter may be applied independently and may be applied jointly based on the circumstances of rights being violated.

### **Subpart II: Ownership Rights**

## **Chapter IV: Ordinary Provisions**

**Article 240: [Definition of Ownership]** Those with ownership rights enjoy the rights to possession, use, earnings, and disposition of their own real estate and chattel.

**Article 241: [Usufruct set up by Owners]** Those with ownership rights have the right to establish usufructory rights and security interests in their own real estate and chattel. Usufructory rights holders' and security interest rights holders' exercise of their rights must not harm the rights and interests of the ownership rights holder.

**Article 242: [Exclusive State-ownership]** Ownership rights of real estate and chattel that the law provides is designated for state ownership must not be acquired by any organization or individual.

**Article 243: [Expropriation]** As necessary for the public interest, collectively owned land, and the houses or other real estate of organizations and individuals, may be expropriated in accordance with legally provided authority and procedures.

In the expropriation of collectively-owned land, prompt and adequate compensation payment shall be made for the land, for resettlement subsidies and compensation for rural villagers' houses and other attachments or crops, etc., and arrangements shall be made for the social security fees of rural residents whose land has been expropriated to safeguard their livelihood and lawful rights and interests.

Compensation for expropriation shall be given in accordance with law for the expropriation of organizations' or individuals' houses and other real property, to preserve the lawful rights and interests of the subjects of expropriation; where personal residences are expropriated, arrangements shall also be made to ensure housing for those expropriated.

Compensation for expropriation and other such fees must not be embezzled, misappropriated, privately divided, withheld, or unpaid by any organization or individual.

**Article 244: [Preservation of Cultivable Land]** The state implements special protection of cultivated land, strictly limiting the transformation of land used for farming into land used for construction, and controlling the total amount of construction land. Collectively owned land must not be expropriated in violation of the legally provided scope of authority and procedures.

**Article 245: [Expropriation]** Where due to urgent needs such as for emergency rescue and disaster relief or epidemic prevention and control, the real estate or chattel of organizations and individuals may be requisitioned in accordance with the scope of authority and procedures prescribed by law. After the expropriated real estate or chattel is used, it shall be returned. Where organizations' and individuals' real estate or chattel is expropriated or is damaged or used up after expropriation, they shall be given compensation.

## **Chapter V: State Ownership and Ownership by Collectives and Individuals**

**Article 246: [The scope, nature, and use of state ownership]** Property that the law provides is state-owned is owned by the state, that is, by all citizens.

The State Council exercises ownership of state-owned property on behalf of the State. Where the law provides otherwise, follow those provisions.

**Article 247: [State Ownership of mineral deposits, waterways, and sea areas]** Mineral deposits, waterways, and sea areas are owned by the State.

**Article 248: [State-ownership of uninhabited islands]**Uninhabited offshore islands are owned by the State, and the State Council exercises ownership of uninhabited offshore islands on behalf of the State.

**Article 249: [Scope of State-owned Land]**Urban land is owned by the State. Rural and suburban land that the law provides is owned by the State is owned by the State.

**Article 250: [State ownership of natural resources]**Forests, mountains, grasslands, unreclaimed land, beaches, and other natural resources are owned by the State, except those owned by the collectives as prescribed by law.

**Article 251: [State-ownership of wildlife resources]**Wild fauna and flora that the law provides are owned by the State are owned by the State.

**Article 252: [State-ownership of radio spectrum resources]**Radio frequency spectrum resources are owned by the State.

**Article 253: [State-ownership of cultural relics]**Cultural relics that the law provides are state-owned are owned by the State.

**Article 254: [State-ownership of defense property and infrastructure]**National defense assets are owned by the State.

Railways, highways, power facilities, telecommunications facilities, oil and gas pipelines, and other infrastructure that are owned by the State in accordance with the provisions of law, are owned by the State.

**Article 255: [State Organs' Property Rights]**State organs enjoy the right to possess, use, and dispose of the real estate and chattel directly under their control in accordance with the law and the relevant provisions of the State Council.

**Article 256: [Property Rights of State Organized Public Institutions]**Public institutions established by the state enjoy the right to possess and use the real estate and chattel directly under their control, as well as to receive and dispose of them in accordance with the law and the relevant provisions of the State Council.

**Article 257: [State-funded corporate investor system]**The State Council and local people's governments are to follow the laws and administrative regulations to respectively represent the state in carrying out investor duties and enjoy the rights and interests of investors.

**Article 258: [Protection of State Property]**State owned assets are protected by law, and it is prohibited for any organization or individual to occupy, loot, privately divide, withhold or destroy it.

**Article 259: [Legal Responsibility for Management of State-owned Assets]**Institutions performing duties to manage or oversee state-owned assets, and their staffs, shall strengthen the management and oversight of the state-owned assets in accordance with law, maintain and increase its value and preventing losses; and those who abuse their authority or neglect their duties, causing losses to state-owned assets shall bear legal liability in accordance with law.

Where provisions on the management of state-owned assets are violated in processes such as restructuring, merger, division, or related-part transactions, causing losses to the state-owned assets through means such as low-priced transfers, conspiring to divvy up proceeds, or unauthorized guarantees, legal liability shall be borne in accordance with law.

**Article 260: [The scope of collectively-owned assets]**Collectively owned real estate and chattel include:

- (1) land and forests, mountains, grasslands, unreclaimed lands and beaches that the law provides are to be collectively-owned;
- (2) Collectively-owned buildings, production facilities, and field irrigation facilities;
- (3) Collectively-owned facilities for education, science, culture, health, or sports;
- (4) Other collectively-owned real estate and chattels.

**Article 261: [Attribution of Property Collectively-Owned by Rural Residents and Collective Decision-Making on on Major Matters]**Real estate and chattel owned by rural collectives are collectively owned by the members of the collective.

The following matters shall be decided upon by the members of collectives in accordance with legally prescribed procedures:

- (一)土地承包方案以及将土地发包给本集体以外的组织或者个人承包；
- (二)个别土地承包经营权人之间承包地的调整；
- (三)土地补偿费等费用的使用、分配办法；
- (四)集体出资的企业的所有权变动等事项；
- (5) Other matters provided for by law.

**Article 262: 【集体所有的不动产所有权行使】**Ownership of collectively owned land, forests, mountains, grasslands, wasteland, beaches, and so forth, is to be implemented in accordance with the following provisions:

- (一)属于村农民集体所有的，由村集体经济组织或者村民委员会依法代表集体行使所有权；
- (二)分别属于村内两个以上农民集体所有的，由村内各该集体经济组织或者村民小组依法代表集体行使所有权；
- (三)属于乡镇农民集体所有的，由乡镇集体经济组织代表集体行使所有权。

**Article 263: 【城镇集体所有的财产权利行使】**城镇集体所有的不动产和动产，依照法律、行政法规的规定由本集体享有占有、使用、收益和处分的权利。

**Article 264: 【集体成员对集体财产的知情权】**农村集体经济组织或者村民委员会、村民小组应当依照法律、行政法规以及章程、村规民约向本集体成员公布集体财产的状况。集体成员有权查阅、复制相关资料。

**Article 265: 【集体所有财产保护及农村集体成员合法权益保护】**Collectively owned assets are protected by law, and it is prohibited for any organization or individual to occupy, loot, privately divide, or destroy them.



农村集体经济组织、村民委员会或者其负责人作出的决定侵害集体成员合法权益的，受侵害的集体成员可以请求人民法院予以撤销。

**Article 266: [Scope of Private Lawful Assets]**私人对其合法的收入、房屋、生活用品、生产工具、原材料等不动产和动产享有所有权。

**Article 267: [Protection of Private Lawful Assets]**Private lawful assets are protected by law, and it is prohibited for any organization or individual to occupy, loot, or destroy them.

**Article 268: 【国家、集体和私人依法出资设立公司或其他企业】**国家、集体和私人依法可以出资设立有限责任公司、股份有限公司或者其他企业。国家、集体和私人所有的不动产或者动产投到企业的，由出资人按照约定或者出资比例享有资产收益、重大决策以及选择经营管理者等权利并履行义务。

**Article 269: [Property Rights of Legal Persons]**营利法人对其不动产和动产依照法律、行政法规以及章程享有占有、使用、收益和处分的权利。

营利法人以外的法人，对其不动产和动产的权利，适用有关法律、行政法规以及章程的规定。

**Article 270: 【社会团体法人、捐助法人合法财产的保护】**社会团体法人、捐助法人依法所有的不动产和动产，受法律保护。

## **第六章 业主的建筑物区分所有权**

**Article 271: 【建筑物区分所有权】**业主对建筑物内的住宅、经营性用房等专有部分享有所有权，对专有部分以外的共有部分享有共有和共同管理的权利。

**Article 272: 【业主对专有部分的权利和义务】**业主对其建筑物专有部分享有占有、使用、收益和处分的权利。业主行使权利不得危及建筑物的安全，不得损害其他业主的合法权益。

**Article 273: 【业主对共有部分的权利和义务】**业主对建筑物专有部分以外的共有部分，享有权利，承担义务；不得以放弃权利为由不履行义务。

业主转让建筑物内的住宅、经营性用房，其对共有部分享有的共有和共同管理的权利一并转让。

**Article 274: 【建筑区划内道路、绿地等的权利归属】**建筑区划内的道路，属于业主共有，但是属于城镇公共道路的除外。建筑区划内的绿地，属于业主共有，但是属于城镇公共绿地或者明示属于个人的除外。建筑区划内的其他公共场所、公用设施和物业服务用房，属于业主共有。

**Article 275: [Ownership of parking spots and lots]**建筑区划内，规划用于停放汽车的车位、车库的归属，由当事人通过出售、附赠或者出租等方式约定。

占用业主共有的道路或者其他场地用于停放汽车的车位，属于业主共有。

**Article 276: [The primary usage of parking spots and lots]**建筑区划内，规划用于停放汽车的车位、车库应当首先满足业主的需要。

**Article 277: 【业主自治管理组织的设立及指导和协助】**业主可以设立业主大会，选举业主委员会。业主大会、业主委员会成立的具体条件和程序，依照法律、法规的规定。

地方人民政府有关部门、居民委员会应当对设立业主大会和选举业主委员会给予指导和协助。

**Article 278: 【业主共同决定事项及表决】**下列事项由业主共同决定:

- (一)制定和修改业主大会议事规则；
- (二)制定和修改管理规约；
- (三)选举业主委员会或者更换业主委员会成员；
- (四)选聘和解聘物业服务企业或者其他管理人；
- (五)使用建筑物及其附属设施的维修资金；
- (六)筹集建筑物及其附属设施的维修资金；
- (七)改建、重建建筑物及其附属设施；
- (八)改变共有部分的用途或者利用共有部分从事经营活动；
- (九)有关共有和共同管理权利的其他重大事项。

业主共同决定事项，应当由专有部分面积占比三分之二以上的业主且人数占比三分之二以上的业主参与表决。**决定前款第六项至第八项规定的事项**，应当经参与表决专有部分面积四分之三以上的业主且参与表决人数四分之三以上的业主同意。**决定前款其他事项**，应当经参与表决专有部分面积过半数的业主且参与表决人数过半数的业主同意。

**Article 279: 【业主改变住宅用途的限制条件】**业主不得违反法律、法规以及管理规约，将住宅改变为经营性用房。业主将住宅改变为经营性用房的，除遵守法律、法规以及管理规约外，应当经有利害关系的业主一致同意。

**Article 280: 【业主大会、业主委员会决定的效力】**业主大会或者业主委员会的决定，对业主具有法律约束力。

业主大会或者业主委员会作出的决定侵害业主合法权益的，受侵害的业主可以请求人民法院予以撤销。

**Article 281: 【建筑物及其附属设施维修资金的归属和处分】**建筑物及其附属设施的维修资金，属于业主共有。经业主共同决定，可以用于电梯、屋顶、外墙、无障碍设施等共有部分的维修、更新和改造。**建筑物及其附属设施的维修资金的筹集、使用情况应当定期公布。**

紧急情况下需要维修建筑物及其附属设施的，业主大会或者业主委员会可以依法申请使用建筑物及其附属设施的维修资金。

**Article 282: 【共有部分的收入分配】**建设单位、物业服务企业或者其他管理人等利用业主的共有部分产生的收入，在扣除合理成本之后，属于业主共有。

**Article 283: 【建筑物及其附属设施的费用分担和收益分配】**建筑物及其附属设施的费用分摊、收益分配等事项，有约定的，按照约定；没有约定或者约定不明确的，按照业主专有部分面积所占比例确定。

**Article 284: 【建筑物及其附属设施的管理主体】**业主可以自行管理建筑物及其附属设施，也可以委托物业服务企业或者其他管理人管理。

对建设单位聘请的物业服务企业或者其他管理人，业主有权依法更换。

**Article 285: 【业主和物业服务企业或者其他管理人的关系】**物业服务企业或者其他管理人根据业主的委托，依照本法第三编有关物业服务合同的规定管理建筑区划内的建筑物及其附属设施，接受业主的监督，并及时答复业主对物业服务情况提出的询问。

物业服务企业或者其他管理人应当执行政府依法实施的应急处置措施和其他管理措施，积极配合开展相关工作。

**Article 286: 【业主的相关义务及责任】**业主应当遵守法律、法规以及管理规约，相关行为应当符合节约资源、保护生态环境的要求。对于物业服务企业或者其他管理人执行政府依法实施的应急处置措施和其他管理措施，业主应当依法予以配合。

业主大会或者业主委员会，对任意弃置垃圾、排放污染物或者噪声、违反规定饲养动物、违章搭建、侵占通道、拒付物业费等损害他人合法权益的行为，有权依照法律、法规以及管理规约，请求行为人**停止侵害、排除妨碍、消除危险、恢复原状、赔偿损失**。

业主或者其他行为人拒不履行相关义务的，有关当事人可以向有关行政主管部门报告或者投诉，有关行政主管部门应当依法处理。

**Article 287: 【业主合法权益的保护】**业主对建设单位、物业服务企业或者其他管理人以及其他业主侵害自己合法权益的行为，有权请求其承担民事责任。

## **第七章 相邻关系**

**Article 288: 【处理相邻关系的原则】**不动产的相邻权利人应当按照有利生产、方便生活、团结互助、公平合理的原则，正确处理相邻关系。

**Article 289: 【处理相邻关系的法律依据】**法律、法规对处理相邻关系有规定的，依照其规定；法律、法规没有规定的，可以按照当地习惯。

**Article 290: 【用水、排水相邻关系】**不动产权利人应当为相邻权利人用水、排水提供必要的便利。

对自然流水的利用，应当在不动产的相邻权利人之间合理分配。对自然流水的排放，应当尊重自然流向。

**Article 291: 【通行相邻关系】**不动产权利人对相邻权利人因通行等必须利用其土地的，应当提供必要的便利。

**Article 292: 【相邻土地的利用】**不动产权利人因建造、修缮建筑物以及铺设电线、电缆、水管、暖气和燃气管线等必须利用相邻土地、建筑物的，该土地、建筑物的权利人应当提供必要的便利。

**Article 293: 【相邻通风、采光和日照】**建造建筑物，不得违反国家有关工程建设标准，不得妨碍相邻建筑物的通风、采光和日照。

**Article 294: 【相邻不动产之间不可量物侵害】**不动产权利人不得违反国家规定弃置固体废物，排放大气污染物、水污染物、土壤污染物、噪声、光辐射、电磁辐射等有害物质。

**Article 295: 【维护相邻不动产安全】**不动产权利人挖掘土地、建造建筑物、铺设管线以及安装设备等，不得危及相邻不动产的安全。

**Article 296: 【使用相邻不动产避免造成损害】**不动产权利人因用水、排水、通行、铺设管线等利用相邻不动产的，应当尽量避免对相邻的不动产权利人造成损害。

## **Chapter 8 Joint Ownership**

**Article 297: 【共有及其类型】**不动产或者动产可以由两个以上组织、个人共有。共有包括按份共有和共同共有。

**Article 298: 【按份共有】**按份共有人对共有的不动产或者动产按照其份额享有所有权。

**Article 299: 【共同共有】**共同共有人对共有的不动产或者动产共同享有所有权。

**Article 300: 【共有人对共有物的管理权】**共有人按照约定管理共有的不动产或者动产；没有约定或者约定不明确的，各共有人都有管理的权利和义务。

**Article 301: 【共有物的处分、重大修缮和性质、用途变更】**处分共有的不动产或者动产以及对共有的不动产或者动产作重大修缮、变更性质或者用途的，应当经占份额三分之二以上的按份共有人或者全体共同共有人同意，但是共有人之间另有约定的除外。

**Article 302: 【共有物管理费用的分担】**共有人对共有物的管理费用以及其他负担，有约定的，按照其约定；没有约定或者约定不明确的，按份共有人按照其份额负担，共同共有人共同负担。

**Article 303: 【共有物的分割】**共有人约定不得分割共有的不动产或者动产，以维持共有关系的，应当按照约定，但是共有人有重大理由需要分割的，可以请求分割；没有约定或者约定不明确的，按份共有人可以随时请求分割，共同共有人在共有的基础丧失或者有重大理由需要分割时可以请求分割。因分割造成其他共有人损害的，应当给予赔偿。

**Article 304: 【共有物的分割方式】**共有人可以协商确定分割方式。达不成协议，共有的不动产或者动产可以分割且不会因分割减损价值的，应当对实物予以分割；难以分割或者因分割会减损价值的，应当对折价或者拍卖、变卖取得的价款予以分割。

共有人分割所得的不动产或者动产有瑕疵的，其他共有人应当分担损失。

**Article 305: 【按份共有人的份额处分权和其他共有人的优先购买权】**按份共有人可以转让其享有的共有的不动产或者动产份额。其他共有人在同等条件下享有优先购买的权利。

**Article 306: 【优先购买权的实现方式】**按份共有人转让其享有的共有的不动产或者动产份额的，应当将转让条件及时通知其他共有人。其他共有人应当在合理期限内行使优先购买权。

两个以上其他共有人主张行使优先购买权的，协商确定各自的购买比例；协商不成的，按照转让时各自的共有份额比例行使优先购买权。

**Article 307: 【因共同财产产生的债权债务关系的对外、对内效力】**因共有的不动产或者动产产生的债权债务，在对外关系上，共有人享有连带债权、承担连带债务，但是法律另有规定或者第三人知道共有人不具有连带债权债务关系的除外；在共有人内部关系上，除共有人另有约定外，按份共

有人按照份额享有债权、承担债务，共同共有人共同享有债权、承担债务。偿还债务超过自己应当承担份额的按份共有人，有权向其他共有人追偿。

**Article 308: 【按份共有的推定】**共有人对共有的不动产或者动产没有约定为按份共有或者共同共有，或者约定不明确的，除共有人具有家庭关系等外，视为按份共有。

**Article 309: 【按份共有人份额的确定】**按份共有人对共有的不动产或者动产享有的份额，没有约定或者约定不明确的，按照出资额确定；不能确定出资额的，视为等额享有。

**Article 310: 【用益物权、担保物权共有的参照适用】**两个以上组织、个人共同享有用益物权、担保物权的，参照适用本章的有关规定。

## **Chapter IX: Special Provisions on the Acquisition of Ownership Rights**

**Article 311: 【善意取得】**无处分权人将不动产或者动产转让给受让人的，所有权人有权追回；除法律另有规定外，符合下列情形的，受让人取得该不动产或者动产的所有权：

(一)受让人受让该不动产或者动产时是善意；

(二)以合理的价格转让；

(三)转让的不动产或者动产依照法律规定应当登记的已经登记，不需要登记的已经交付给受让人。

受让人依据前款规定取得不动产或者动产的所有权的，原所有权人有权向无处分权人请求损害赔偿。

当事人善意取得其他物权的，参照适用前两款规定。

**Article 312: 【遗失物的善意取得】**所有权人或者其他权利人有权追回遗失物。该遗失物通过转让被他人占有的，权利人有权向无处分权人请求损害赔偿，或者自知道或者应当知道受让人之日起二年内向受让人请求返还原物；但是，受让人通过拍卖或者向具有经营资格的经营者购得该遗失物的，权利人请求返还原物时应当支付受让人所付的费用。权利人向受让人支付所付费用后，有权向无处分权人追偿。

**Article 313: 【善意取得的动产上原有权利的消灭】**善意受让人取得动产后，该动产上的原有权利消灭。但是，善意受让人在受让时知道或者应当知道该权利的除外。

**Article 314: 【拾得遗失物的返还】**拾得遗失物，应当返还权利人。拾得人应当及时通知权利人领取，或者送交公安等有关部门。

**Article 315: 【有关部门收到遗失物的处理】**有关部门收到遗失物，知道权利人的，应当及时通知其领取；不知道的，应当及时发布招领公告。

**Article 316: 【拾得人及有关部门妥善保管遗失物义务】**拾得人在遗失物送交有关部门前，有关部门在遗失物被领取前，应当妥善保管遗失物。因故意或者重大过失致使遗失物毁损、灭失的，应当承担民事责任。

**Article 317: 【权利人在领取遗失物时应尽义务】**权利人领取遗失物时，应当向拾得人或者有关部门支付保管遗失物等支出的必要费用。

权利人悬赏寻找遗失物的，领取遗失物时应当按照承诺履行义务。

拾得人侵占遗失物的，无权请求保管遗失物等支出的费用，也无权请求权利人按照承诺履行义务。

**Article 318: 【公告期满无人认领的遗失物归属】** 遗失物自发布招领公告之日起一年内无人认领的，归国家所有。

**Article 319: 【拾得漂流物、发现埋藏物或隐藏物】** 拾得漂流物、发现埋藏物或者隐藏物的，参照适用拾得遗失物的有关规定。 Where the law provides otherwise, follow those provisions.

**Article 320: 【从物所有权的转移】** 主物转让的，从物随主物转让，但是当事人另有约定的除外。

**Article 321: 【天然孳息和法定孳息的归属】** 天然孳息，由所有权人取得；既有所有权人又有用益物权人的，由用益物权人取得。 Where the parties have agreed otherwise, follow those agreements.

法定孳息，当事人有约定的，按照约定取得；没有约定或者约定不明确的，按照交易习惯取得。

**Article 322: 【添附取得物的归属】** 因加工、附合、混合而产生的物的归属，有约定的，按照约定；没有约定或者约定不明确的，依照法律规定；法律没有规定的，按照充分发挥物的效用以及保护无过错当事人的原则确定。因一方当事人的过错或者确定物的归属造成另一方当事人损害的，应当给予赔偿或者补偿。

### **Subpart III: Usufructs**

#### **Chapter X: Ordinary Provisions**

**Article 323: 【用益物权的定义】** 用益物权人对他人所有的不动产或者动产，依法享有占有、使用和收益的权利。

**Article 324: 【国有和集体所有自然资源的用益物权】** 国家所有或者国家所有由集体使用以及法律规定属于集体所有的自然资源，组织、个人依法可以占有、使用和收益。

**Article 325: 【自然资源使用制度】** 国家实行自然资源有偿使用制度，但是法律另有规定的除外。

**Article 326: 【用益物权人权利的行使】** 用益物权人行使权利，应当遵守法律有关保护和合理开发利用资源、保护生态环境的规定。所有权人不得干涉用益物权人行使权利。

**Article 327: 【用益物权人因征收、征用有权获得补偿】** 因不动产或者动产被征收、征用致使使用益物权消灭或者影响用益物权行使的，用益物权人有权依据本法第二百四十三条、第二百四十五条的规定获得相应补偿。

**Article 328: 【海域使用权的法律保护】** 依法取得的海域使用权受法律保护。

**Article 329: 【合法探矿权等权利的法律保护】** 依法取得的探矿权、采矿权、取水权和使用水域、滩涂从事养殖、捕捞的权利受法律保护。

#### **Chapter XI: Right to Land Contractual Management**

**Article 330: 【双层经营体制与土地承包经营制度】** The rural collective economic organizations apply the dual operation system characterized by the combination of centralized operation with decentralized operation on the basis of operation by households under a contract.

农民集体所有和国家所有由农民集体使用的耕地、林地、草地以及其他用于农业的土地，依法实行土地承包经营制度。

**Article 331: 【土地承包经营权的定义】**土地承包经营权人依法对其承包经营的耕地、林地、草地等享有占有、使用和收益的权利，有权从事种植业、林业、畜牧业等农业生产。

**Article 332: 【土地承包期】** The contract term for arable land is to be 30 years. The contracting term for grassland is to be 30 to 50 years. The contracting term for forestland is to be 30 to 70 years.

前款规定的承包期限届满，由土地承包经营权人依照农村土地承包的法律规定继续承包。

**Article 333: 【土地承包经营权的设立和登记】**土地承包经营权自土地承包经营权合同生效时设立。

登记机构应当向土地承包经营权人发放土地承包经营权证、林权证等证书，并登记造册，确认土地承包经营权。

**Article 334: 【土地承包经营权的互换、转让】**土地承包经营权人依照法律规定，有权将土地承包经营权互换、转让。 During the contracting period, contracted land must not be used for non-agricultural construction without approval.

**Article 335: 【土地承包经营权互换、转让的登记】**土地承包经营权互换、转让的，当事人可以向登记机构申请登记；未经登记，不得对抗善意第三人。

**Article 336: 【承包地的调整】** During the contract term, the contract issuer must not readjust contracted land.

因自然灾害严重毁损承包地等特殊情形，需要适当调整承包的耕地和草地的，应当依照农村土地承包的法律规定办理。

**Article 337: 【承包地的收回】** During the contract term, the contract issuer must not take back the contracted land. Where the law provides otherwise, follow those provisions.

**Article 338: 【承包地的征收补偿】**承包地被征收的，土地承包经营权人有权依据本法第二百四十三条的规定获得相应补偿。

**Article 339: 【土地经营权的流转】**土地承包经营权人可以自主决定依法采取出租、入股或者其他方式向他人流转土地经营权。

**Article 340: 【土地经营权的定义】**土地经营权人有权在合同约定的期限内占有农村土地，自主开展农业生产经营并取得收益。

**Article 341: 【土地经营权的设立及登记】**流转期限为五年以上的土地经营权，自流转合同生效时设立。当事人可以向登记机构申请土地经营权登记；未经登记，不得对抗善意第三人。

**Article 342: 【其他方式承包的土地经营权流转】**通过招标、拍卖、公开协商等方式承包农村土地，经依法登记取得权属证书的，可以依法采取出租、入股、抵押或者其他方式流转土地经营权。

**Article 343: 【国有农用地实行承包经营的参照适用】**国家所有的农用地实行承包经营的，参照适用本编的有关规定。

## Chapter XII: Right to the Use of Land for Construction

**Article 344: 【建设用地使用权的定义】**建设用地使用权人依法对国家所有的土地享有占有、使用和收益的权利，有权利用该土地建造建筑物、构筑物及其附属设施。

**Article 345: 【建设用地使用权的分层设立】**建设用地使用权可以在土地的地表、地上或者地下分别设立。

**Article 346: 【建设用地使用权的设立原则】**设立建设用地使用权，应当符合节约资源、保护生态环境的要求，遵守法律、行政法规关于土地用途的规定，不得损害已经设立的用益物权。

**Article 347: 【建设用地使用权的设立方式】**设立建设用地使用权，可以采取出让或者划拨等方式。

工业、商业、旅游、娱乐和商品住宅等经营性用地以及同一土地有两个以上意向用地者的，应当采取招标、拍卖等公开竞价的方式出让。

严格限制以划拨方式设立建设用地使用权。

**Article 348: 【建设用地使用权出让合同】**通过招标、拍卖、协议等出让方式设立建设用地使用权的，当事人应当采用书面形式订立建设用地使用权出让合同。

Contracts establishing land use rights are normally to contain the following clauses:

(1) The parties' names and residences;

(2) The boundaries and area of the land, etc.

(三)建筑物、构筑物及其附属设施占用的空间；

(4) land uses and planning conditions;

(五)建设用地使用权期限；

(6) The sale cost and other expenses, as well as the method of payment;

(7) Methods of dispute resolution.

**Article 349: 【建设用地使用权的登记】**设立建设用地使用权的，应当向登记机构申请建设用地使用权登记。建设用地使用权自登记时设立。登记机构应当向建设用地使用权人发放权属证书。

**Article 350: 【土地用途管制制度】**建设用地使用权人应当合理利用土地，不得改变土地用途；需要改变土地用途的，应当依法经有关行政主管部门批准。

**Article 351: 【建设用地使用权人支付出让金等费用的义务】**建设用地使用权人应当依照法律规定以及合同约定支付出让金等费用。

**Article 352: 【建设用地使用权人建造的建筑物等设施的权属】**建设用地使用权人建造的建筑物、构筑物及其附属设施的所有权属于建设用地使用权人，但是有相反证据证明的除外。



**Article 353: 【建设用地使用权的流转方式】**建设用地使用权人有权将建设用地使用权转让、互换、出资、赠与或者抵押，但是法律另有规定的除外。

**Article 354: 【处分建设用地使用权的合同形式和期限】**建设用地使用权转让、互换、出资、赠与或者抵押的，当事人应当采用书面形式订立相应的合同。使用期限由当事人约定，但是不得超过建设用地使用权的剩余期限。

**Article 355: 【建设用地使用权流转后变更登记】**建设用地使用权转让、互换、出资或者赠与的，应当向登记机构申请变更登记。

**Article 356: 【建筑物等设施随建设用地使用权的流转而一并处分】**建设用地使用权转让、互换、出资或者赠与的，附着于该土地上的建筑物、构筑物及其附属设施一并处分。

**Article 357: 【建设用地使用权随建筑物等设施的流转而一并处分】**建筑物、构筑物及其附属设施转让、互换、出资或者赠与的，该建筑物、构筑物及其附属设施占用范围内的建设用地使用权一并处分。

**Article 358: 【建设用地使用权提前收回及其补偿】**建设用地使用权期限届满前，因公共利益需要提前收回该土地的，应当依照本法Article 243:的规定对该土地上的房屋以及其他不动产给予补偿，并退还相应的出让金。

**Article 359: 【建设用地使用权的续期】**住宅建设用地使用权期限届满的，自动续期。续期费用的缴纳或者减免，依照法律、行政法规的规定办理。

非住宅建设用地使用权期限届满后的续期，依照法律规定办理。该土地上的房屋以及其他不动产的归属，有约定的，按照约定；没有约定或者约定不明确的，依照法律、行政法规的规定办理。

**Article 360: 【建设用地使用权注销登记】**建设用地使用权消灭的，出让人应当及时办理注销登记。登记机构应当收回权属证书。

**Article 361: 【集体所有土地作为建设用地的法律适用】**集体所有的土地作为建设用地的，应当依照土地管理的法律规定办理。

### **Chapter XIII: Homestead Land Use Rights**

**Article 362: 【宅基地使用权的定义】**宅基地使用权人依法对集体所有的土地享有占有和使用的权利，有权依法利用该土地建造住宅及其附属设施。

**Article 363: 【宅基地使用权取得、行使和转让的法律适用】**宅基地使用权的取得、行使和转让，适用土地管理的法律和国家有关规定。

**Article 364: 【宅基地的灭失和重新分配】**宅基地因自然灾害等原因灭失的，宅基地使用权消灭。对失去宅基地的村民，应当依法重新分配宅基地。

**Article 365: 【宅基地使用权变更和注销登记】**已经登记的宅基地使用权转让或者消灭的，应当及时办理变更登记或者注销登记。

### **Chapter 14: Residence Rights**

**Article 366: 【居住权的定义】**居住权人有权按照合同约定，对他人的住宅享有占有、使用的用益物权，以满足生活居住的需要。

**Article 367: 【居住权合同】**设立居住权，当事人应当采用书面形式订立居住权合同。

居住权合同一般包括下列条款：

(一)当事人的姓名或者名称和住所；

(二)住宅的位置；

(三)居住的条件和要求；

(四)居住权期限；

(五)解决争议的方法。

**Article 368: 【居住权的设立】**居住权无偿设立，但是当事人另有约定的除外。设立居住权的，应当向登记机构申请居住权登记。居住权自登记时设立。

**Article 369: 【居住权的转让、继承和设立居住权的住宅出租】**居住权不得转让、继承。设立居住权的住宅不得出租，但是当事人另有约定的除外。

**Article 370 【居住权的消灭】**居住权期限届满或者居住权人死亡的，居住权消灭。居住权消灭的，应当及时办理注销登记。

**Article 371: 【以遗嘱方式设立居住权的参照适用】**以遗嘱方式设立居住权的，参照适用本章的有关规定。

## **Chapter XV: Easements**

**Article 372: 【地役权的定义】**地役权人有权按照合同约定，利用他人的不动产，以提高自己的不动产的效益。

前款所称他人的不动产为供役地，自己的不动产为需役地。

**Article 373: 【地役权合同】**设立地役权，当事人应当采用书面形式订立地役权合同。

地役权合同一般包括下列条款：

(一)当事人的姓名或者名称和住所；

(二)供役地和需役地的位置；

(三)利用目的和方法；

(四)地役权期限；

(五)费用及其支付方式；

(六)解决争议的方法。

**Article 374: 【地役权的设立与登记】**地役权自地役权合同生效时设立。当事人要求登记的，可以向登记机构申请地役权登记；未经登记，不得对抗善意第三人。

**Article 375: 【供役地权利人的义务】**供役地权利人应当按照合同约定，允许地役权人利用其不动产，不得妨害地役权人行使权利。

**Article 376: 【地役权人的义务】**地役权人应当按照合同约定的利用目的和方法利用供役地，尽量减少对供役地权利人物权的限制。

**Article 377: 【地役权期限】**地役权期限由当事人约定；但是，不得超过土地承包经营权、建设用地使用权等用益物权的剩余期限。

**Article 378: 【地役权的承继】**土地所有权人享有地役权或者负担地役权的，设立土地承包经营权、宅基地使用权等用益物权时，该用益物权人继续享有或者负担已经设立的地役权。

**Article 379: 【在先用益物权对地役权的限制】**土地上已经设立土地承包经营权、建设用地使用权、宅基地使用权等用益物权的，未经用益物权人同意，土地所有权人不得设立地役权。

**Article 380: 【地役权的转让】**地役权不得单独转让。土地承包经营权、建设用地使用权等转让的，地役权一并转让，但是合同另有约定的除外。

**Article 381: 【地役权的抵押】**地役权不得单独抵押。土地经营权、建设用地使用权等抵押的，在实现抵押权时，地役权一并转让。

**Article 382: 【地役权对需役地及其上权利的不可分性】**需役地以及需役地上的土地承包经营权、建设用地使用权等部分转让时，转让部分涉及地役权的，受让人同时享有地役权。

**Article 383: 【地役权对供役地及其上权利的不可分性】**供役地以及供役地上的土地承包经营权、建设用地使用权等部分转让时，转让部分涉及地役权的，地役权对受让人具有法律约束力。

**Article 384: 【供役地权利人单方解除地役权合同的法定事由】**地役权人有下列情形之一的，供役地权利人有权解除地役权合同，地役权消灭：

(一)违反法律规定或者合同约定，滥用地役权；

(二)有偿利用供役地，约定的付款期限届满后在合理期限内经两次催告未支付费用。

**Article 385: 【已登记地役权的变更、转让或消灭手续】**已经登记的地役权变更、转让或者消灭的，应当及时办理变更登记或者注销登记。

## **Subpart IV: Security Interest in Property**

### **Chapter XVI: Ordinary Provisions**

**Article 386: 【担保物权的定义】**担保物权人在债务人不履行到期债务或者发生当事人约定的实现担保物权的情形，依法享有就担保财产优先受偿的权利，但是法律另有规定的除外。

**Article 387: 【担保物权的适用范围和反担保】**债权人在借贷、买卖等民事活动中，为保障实现其债权，需要担保的，可以依照本法和其他法律的规定设立担保物权。

第三人为债务人向债权人提供担保的，可以要求债务人提供反担保。反担保适用本法和其他法律的规定。

**Article 388: 【担保合同】**设立担保物权，应当依照本法和其他法律的规定订立担保合同。担保合同包括抵押合同、质押合同和其他具有担保功能的合同。担保合同是主债权债务合同的从合同。主债权债务合同无效的，担保合同无效，但是法律另有规定的除外。

担保合同被确认无效后，债务人、担保人、债权人有过错的，应当根据其过错各自承担相应的民事责任。

**Article 389: 【担保物权的担保范围】**担保物权的担保范围包括主债权及其利息、违约金、损害赔偿金、保管担保财产和实现担保物权的费用。Where the parties have agreed otherwise, follow those agreements.

**Article 390: 【担保物权的物上代位性及代位物的提存】**担保期间，担保财产毁损、灭失或者被征收等，担保物权人可以就获得的保险金、赔偿金或者补偿金等优先受偿。被担保债权的履行期限未届满的，也可以提存该保险金、赔偿金或者补偿金等。

**Article 391: 【未经担保人同意转移债务的法律后果】**第三人提供担保，未经其书面同意，债权人允许债务人转移全部或者部分债务的，担保人不再承担相应的担保责任。

**Article 392: 【人保和物保并存时担保权的实行规则】**被担保的债权既有物的担保又有人的担保的，债务人不履行到期债务或者发生当事人约定的实现担保物权的情形，债权人应当按照约定实现债权；没有约定或者约定不明确，债务人自己提供物的担保的，债权人应当先就该物的担保实现债权；第三人提供物的担保的，债权人可以就物的担保实现债权，也可以请求保证人承担保证责任。提供担保的第三人承担担保责任后，有权向债务人追偿。

**Article 393: 【担保物权消灭事由】**有下列情形之一的，担保物权消灭：

(一)主债权消灭；

(二)担保物权实现；

(三)债权人放弃担保物权；

(四)法律规定担保物权消灭的其他情形。

## Chapter 17: Mortgage Rights

### Section 1: Ordinary Mortgage Rights

**Article 394: 【抵押权的定义】**为担保债务的履行，债务人或者第三人不转移财产的占有，将该财产抵押给债权人的，债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，债权人有权就该财产优先受偿。

前款规定的债务人或者第三人为抵押人，债权人为抵押权人，提供担保的财产为抵押财产。

**Article 395: 【抵押财产的范围】**债务人或者第三人有权处分的下列财产可以抵押：

(一)建筑物和其他土地附着物；

(二)建设用地使用权；

(三)海域使用权；

(四)生产设备、原材料、半成品、产品；

(五)正在建造的建筑物、船舶、航空器；

(六)交通运输工具；

(七)法律、行政法规未禁止抵押的其他财产。

抵押人可以将前款所列财产一并抵押。

**Article 396: 【浮动抵押】**企业、个体工商户、农业生产经营者可以将现有的以及将有的生产设备、原材料、半成品、产品抵押，债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，债权人有权就抵押财产确定时的动产优先受偿。

**Article 397: 【建筑物与建设用地使用权同时抵押规则】**以建筑物抵押的，该建筑物占用范围内的建设用地使用权一并抵押。以建设用地使用权抵押的，该土地上的建筑物一并抵押。

抵押人未依据前款规定一并抵押的，未抵押的财产视为一并抵押。

**Article 398: 【乡镇、村企业的建设用地使用权抵押限制】**乡镇、村企业的建设用地使用权不得单独抵押。以乡镇、村企业的厂房等建筑物抵押的，其占用范围内的建设用地使用权一并抵押。

**Article 399: 【禁止抵押的财产范围】**下列财产不得抵押:

(一)土地所有权；

(二)宅基地、自留地、自留山等集体所有土地的使用权，但是法律规定可以抵押的除外；

(三)学校、幼儿园、医疗机构等为公益目的成立的非营利法人的教育设施、医疗卫生设施和其他公益设施；

(四)所有权、使用权不明或者有争议的财产；

(五)依法被查封、扣押、监管的财产；

(六)法律、行政法规规定不得抵押的其他财产。

**Article 400: 【抵押合同】**设立抵押权，当事人应当采用书面形式订立抵押合同。

抵押合同一般包括下列条款:

(一)被担保债权的种类和数额；

(二)债务人履行债务的期限；

(三)抵押财产的名称、数量等情况；

#### (四)担保的范围。

**Article 401: 【流押】**抵押权人在债务履行期限届满前，与抵押人约定债务人不履行到期债务时抵押财产归债权人所有的，只能依法就抵押财产优先受偿。

**Article 402: 【不动产抵押登记】**以本法第三百九十五条第一款第一项至第三项规定的财产或者第五项规定的正在建造的建筑物抵押的，应当办理抵押登记。抵押权自登记时设立。

**Article 403: 【动产抵押的效力】**以动产抵押的，抵押权自抵押合同生效时设立；未经登记，不得对抗善意第三人。

**Article 404: 【动产抵押权无追及效力】**以动产抵押的，不得对抗正常经营活动中已经支付合理价款并取得抵押财产的买受人。

**Article 405: 【抵押权与租赁权的关系】**抵押权设立前，抵押财产已经出租并转移占有的，原租赁关系不受该抵押权的影响。

**Article 406: 【抵押财产的处分】**抵押期间，抵押人可以转让抵押财产。Where the parties have agreed otherwise, follow those agreements. 抵押财产转让的，抵押权不受影响。

抵押人转让抵押财产的，应当及时通知抵押权人。抵押权人能够证明抵押财产转让可能损害抵押权的，可以请求抵押人将转让所得的价款向抵押权人提前清偿债务或者提存。转让的价款超过债权数额的部分归抵押人所有，不足部分由债务人清偿。

**Article 407: 【抵押权处分的从属性】**抵押权不得与债权分离而单独转让或者作为其他债权的担保。债权转让的，担保该债权的抵押权一并转让，但是法律另有规定或者当事人另有约定的除外。

**Article 408: 【抵押权的保护】**抵押人的行为足以使抵押财产价值减少的，抵押权人有权请求抵押人停止其行为；抵押财产价值减少的，抵押权人有权请求恢复抵押财产的价值，或者提供与减少的价值相应的担保。抵押人不恢复抵押财产的价值，也不提供担保的，抵押权人有权请求债务人提前清偿债务。

**Article 409: 【抵押权及其顺位的处分】**抵押人可以放弃抵押权或者抵押权的顺位。抵押权人与抵押人可以协议变更抵押权顺位以及被担保的债权数额等内容。但是，抵押权的变更未经其他抵押权人书面同意的，不得对其他抵押权人产生不利影响。

债务人以自己的财产设定抵押，抵押权人放弃该抵押权、抵押权顺位或者变更抵押权的，其他担保人在抵押权人丧失优先受偿权益的范围内免除担保责任，但是其他担保人承诺仍然提供担保的除外。

**Article 410: 【抵押权的实现】**债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，抵押权人可以与抵押人协议以抵押财产折价或者以拍卖、变卖该抵押财产所得的价款优先受偿。协议损害其他债权人利益的，其他债权人可以请求人民法院撤销该协议。

抵押权人与抵押人未就抵押权实现方式达成协议的，抵押权人可以请求人民法院拍卖、变卖抵押财产。

抵押财产折价或者变卖的，应当参照市场价格。

**Article 411: 【浮动抵押财产的确定】**依据本法第三百九十六条规定设定抵押的，抵押财产自下列情形之一发生时确定：

(一)债务履行期限届满，债权未实现；

(二)抵押人被宣告破产或者解散；

(三)当事人约定的实现抵押权的情形；

(四)严重影响债权实现的其他情形。

**Article 412: 【抵押权对抵押财产孳息的效力】**债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，致使抵押财产被人民法院依法扣押的，自扣押之日起，抵押权人有权收取该抵押财产的天然孳息或者法定孳息，但是抵押权人未通知应当清偿法定孳息义务人的除外。

前款规定的孳息应当先充抵收取孳息的费用。

**Article 413: 【抵押财产变价后的处理】**抵押财产折价或者拍卖、变卖后，其价款超过债权数额的部分归抵押人所有，不足部分由债务人清偿。

**Article 414: 【数个抵押权的清偿顺序】**同一财产向两个以上债权人抵押的，拍卖、变卖抵押财产所得的价款依照下列规定清偿：

(一)抵押权已经登记的，按照登记的时间先后确定清偿顺序；

(二)抵押权已经登记的先于未登记的受偿；

(三)抵押权未登记的，按照债权比例清偿。

其他可以登记的担保物权，清偿顺序参照适用前款规定。

**Article 415: 【抵押权与质权的清偿顺序】**同一财产既设立抵押权又设立质权的，拍卖、变卖该财产所得的价款按照登记、交付的时间先后确定清偿顺序。

**Article 416: 【动产购买价款抵押担保的优先权】**动产抵押担保的主债权是抵押物的价款，标的物交付后十日内办理抵押登记的，该抵押权人优先于抵押物买受人的其他担保物权人受偿，但是留置权人除外。

**Article 417: 【抵押权对新增建筑物的效力】**建设用地使用权抵押后，该土地上新增的建筑物不属于抵押财产。该建设用地使用权实现抵押权时，应当将该土地上新增的建筑物与建设用地使用权一并处分。但是，新增建筑物所得的价款，抵押权人无权优先受偿。

**Article 418: 【集体所有土地使用权抵押权的实行效果】**以集体所有土地的使用权依法抵押的，实现抵押权后，未经法定程序，不得改变土地所有权的性质和土地用途。

**Article 419: 【抵押权存续期间】**抵押权人应当在主债权诉讼时效期间行使抵押权；未行使的，人民法院不予保护。

## **Section 2: Maximum Value Mortgage**

**Article 420: 【最高额抵押权的定义】**为担保债务的履行，债务人或者第三人对一定期间内将要连续发生的债权提供担保财产的，债务人不履行到期债务或者发生当事人约定的实现抵押权的情形，抵押权人有权在最高债权额限度内就该担保财产优先受偿。

最高额抵押权设立前已经存在的债权，经当事人同意，可以转入最高额抵押担保的债权范围。

**Article 421: 【最高额抵押权担保的债权转让】**最高额抵押担保的债权确定前，部分债权转让的，最高额抵押权不得转让，但是当事人另有约定的除外。

**Article 422: 【最高额抵押合同条款变更】**最高额抵押担保的债权确定前，抵押权人与抵押人可以通过协议变更债权确定的期间、债权范围以及最高债权额。但是，变更的内容不得对其他抵押权人产生不利影响。

**Article 423: 【最高额抵押权所担保的债权确定】**有下列情形之一的，抵押权人的债权确定：

(一)约定的债权确定期间届满；

(二)没有约定债权确定期间或者约定不明确，抵押权人或者抵押人自最高额抵押权设立之日起满二年后请求确定债权；

(三)新的债权不可能发生；

(四)抵押权人知道或者应当知道抵押财产被查封、扣押；

(五)债务人、抵押人被宣告破产或者解散；

(六)法律规定债权确定的其他情形。

**Article 424: 【最高额抵押权的法律适用】**最高额抵押权除适用本节规定外，适用本章第一节的有关规定。

## **第十八章 质权**

### **第一节 动产质权**

**Article 425: 【动产质权的定义】**为担保债务的履行，债务人或者第三人将其动产出质给债权人占有的，债务人不履行到期债务或者发生当事人约定的实现质权的情形，债权人有权就该动产优先受偿。

前款规定的债务人或者第三人为出质人，债权人为质权人，交付的动产为质押财产。

**Article 426: 【禁止质押的动产范围】**法律、行政法规禁止转让的动产不得出质。

**Article 427: 【质押合同】**设立质权，当事人应当采用书面形式订立质押合同。

质押合同一般包括下列条款：

(一)被担保债权的种类和数额；

(二)债务人履行债务的期限；



(三)质押财产的名称、数量等情况；

(四)担保的范围；

(五)质押财产交付的时间、方式。

**Article 428: [Liens]**质权人在债务履行期限届满前，与出质人约定债务人不履行到期债务时质押财产归债权人所有的，只能依法就质押财产优先受偿。

**Article 429: 【质权生效时间】**质权自出质人交付质押财产时设立。

**Article 430: 【质权人孳息收取权及孳息首要清偿用途】**质权人有权收取质押财产的孳息，但是合同另有约定的除外。

前款规定的孳息应当先充抵收取孳息的费用。

**Article 431: 【质权人擅自使用、处分质押财产的责任】**质权人在质权存续期间，未经出质人同意，擅自使用、处分质押财产，造成出质人损害的，应当承担赔偿责任。

**Article 432: 【质权人的保管义务和赔偿责任】**质权人负有妥善保管质押财产的义务；因保管不善致使质押财产毁损、灭失的，应当承担赔偿责任。

质权人的行为可能使质押财产毁损、灭失的，出质人可以请求质权人将质押财产提存，或者请求提前清偿债务并返还质押财产。

**Article 433: 【质权的保护】**因不可归责于质权人的事由可能使质押财产毁损或者价值明显减少，足以危害质权人权利的，质权人有权请求出质人提供相应的担保；出质人不提供的，质权人可以拍卖、变卖质押财产，并与出质人协议将拍卖、变卖所得的价款提前清偿债务或者提存。

**Article 434: 【责任转质】**质权人在质权存续期间，未经出质人同意转质，造成质押财产毁损、灭失的，应当承担赔偿责任。

**Article 435: 【质权的放弃】**质权人可以放弃质权。债务人以自己的财产出质，质权人放弃该质权的，其他担保人在质权人丧失优先受偿权益的范围内免除担保责任，但是其他担保人承诺仍然提供担保的除外。

**Article 436: 【质物返还及质权实现】**债务人履行债务或者出质人提前清偿所担保的债权的，质权人应当返还质押财产。

债务人不履行到期债务或者发生当事人约定的实现质权的情形，质权人可以与出质人协议以质押财产折价，也可以就拍卖、变卖质押财产所得的价款优先受偿。

质押财产折价或者变卖的，应当参照市场价格。

**Articles 437: 【质权的及时行使】**出质人可以请求质权人在债务履行期限届满后及时行使质权；质权人不行使的，出质人可以请求人民法院拍卖、变卖质押财产。

出质人请求质权人及时行使质权，因质权人怠于行使权利造成出质人损害的，由质权人承担赔偿责任。

**Article 438: 【质押财产变价后的处理】**质押财产折价或者拍卖、变卖后，其价款超过债权数额的部分归出质人所有，不足部分由债务人清偿。

**Article 439: 【最高额质权】**出质人与质权人可以协议设立最高额质权。

最高额质权除适用本节有关规定外，参照适用本编**第十七章第二节**的有关规定。

## **第二节 权利质权**

**Article 440: 【权利质权的范围】**债务人或者第三人有权处分的下列权利可以出质：

(一)汇票、本票、支票；

(二)债券、存款单；

(三)仓单、提单；

(四)可以转让的基金份额、股权；

(五)可以转让的注册商标专用权、专利权、著作权等知识产权中的财产权；

(六)现有的以及将有的应收账款；

(七)法律、行政法规规定可以出质的其他财产权利。

**Article 441: 【有价证券出质的质权的设立】**以汇票、本票、支票、债券、存款单、仓单、提单出质的，质权自权利凭证交付质权人时设立；没有权利凭证的，质权自办理出质登记时设立。 Where the law provides otherwise, follow those provisions.

**Article 442: 【有价证券出质的质权的特别实现方式】**汇票、本票、支票、债券、存款单、仓单、提单的兑现日期或者提货日期先于主债权到期的，质权人可以兑现或者提货，并与出质人协议将兑现的价款或者提取的货物提前清偿债务或者提存。

**Article 443 【以基金份额、股权出质质权的设立及转让限制】**以基金份额、股权出质质权的，质权自办理出质登记时设立。

基金份额、股权出质后，不得转让，但是出质人与质权人协商同意的除外。出质人转让基金份额、股权所得的价款，应当向质权人提前清偿债务或者提存。

**Article 444: 【以知识产权中的财产权出质的质权的设立及转让限制】**以注册商标专用权、专利权、著作权等知识产权中的财产权出质的，质权自办理出质登记时设立。

知识产权中的财产权出质后，出质人不得转让或者许可他人使用，但是出质人与质权人协商同意的除外。出质人转让或者许可他人使用出质的知识产权中的财产权所得的价款，应当向质权人提前清偿债务或者提存。

**Article 445: 【以应收账款出质的质权的设立及转让限制】**以应收账款出质的，质权自办理出质登记时设立。

应收账款出质后，不得转让，但是出质人与质权人协商同意的除外。出质人转让应收账款所得的价款，应当向质权人提前清偿债务或者提存。

**Article 446: 【权利质权的法律适用】**权利质权除适用本节规定外，适用本章**第一节**的有关规定。

## **Chapter XIX: Lien Rights**

**Article 447: 【留置权的定义】**债务人不履行到期债务，债权人可以留置已经合法占有的债务人的动产，并有权就该动产优先受偿。

前款规定的债权人为留置权人，占有的动产为留置财产。

**Article 448: 【留置财产与债权的关系】**债权人留置的动产，应当与债权属于同一法律关系，但是企业之间留置的除外。

**Article 449: 【留置权适用范围限制】**法律规定或者当事人约定不得留置的动产，不得留置。

**Article 450: 【留置财产为可分物的特殊规定】**留置财产为可分物的，留置财产的价值应当相当于债务的金额。

**Article 451: 【留置权人的保管义务】**留置权人负有妥善保管留置财产的义务；因保管不善致使留置财产毁损、灭失的，应当承担赔偿责任。

**Article 452: 【留置权人收取孳息的权利】**Lien holders have the right to receive the fruits of the property under lien.

前款规定的孳息应当先充抵收取孳息的费用。

**Article 453: 【留置权债务人的债务履行期】**留置权人与债务人应当约定留置财产后的债务履行期限；没有约定或者约定不明确的，留置权人应当给债务人六十日以上履行债务的期限，但是鲜活易腐等不易保管的动产除外。债务人逾期未履行的，留置权人可以与债务人协议以留置财产折价，也可以就拍卖、变卖留置财产所得的价款优先受偿。

留置财产折价或者变卖的，应当参照市场价格。

**Article 454: 【留置权债务人的请求权】**债务人可以请求留置权人在债务履行期限届满后行使留置权；留置权人不行使的，债务人可以请求人民法院拍卖、变卖留置财产。

**Article 455: 【留置权的实现】**留置财产折价或者拍卖、变卖后，其价款超过债权数额的部分归债务人所有，不足部分由债务人清偿。

**Article 456: 【留置权、抵押权与质权竞合时的顺位原则】**同一动产上已经设立抵押权或者质权，该动产又被留置的，留置权人优先受偿。

**Article 457: 【留置权消灭的特殊情形】**留置权人对留置财产丧失占有或者留置权人接受债务人另行提供担保的，留置权消灭。

## **Subpart 5: Possession**

## **Chapter XX : Possession**

**Article 458: 【有权占有的法律适用】**基于合同关系等产生的占有，有关不动产或者动产的使用、收益、违约责任等，按照合同约定；合同没有约定或者约定不明确的，依照有关法律规定。

**Article 459: 【无权占有造成占有物损害的赔偿责任】**占有人因使用占有的不动产或者动产，致使该不动产或者动产受到损害的，恶意占有人应当承担赔偿责任。

**Article 460: 【权利人的返还请求权和占有人的费用求偿权】**不动产或者动产被占有人占有的，权利人可以请求返还原物及其孳息；但是，应当支付善意占有人因维护该不动产或者动产支出的必要费用。

**Article 461: 【权利人的损害赔偿请求权】**占有的不动产或者动产毁损、灭失，该不动产或者动产的权利人请求赔偿的，占有人应当将因毁损、灭失取得的保险金、赔偿金或者补偿金等返还给权利人；权利人的损害未得到足够弥补的，恶意占有人还应当赔偿损失。

**Article 462: 【占有保护请求权】**占有的不动产或者动产被侵占的，占有人有权请求返还原物；对妨害占有的行为，占有人有权请求排除妨害或者消除危险；因侵占或者妨害造成损害的，占有人有权依法请求损害赔偿。

占有人返还原物的请求权，自侵占发生之日起一年内未行使的，该请求权消灭。

## **Part 3: Contract**

### **Subpart 1: General Provisions**

#### **Chapter I: General Provisions**

**Article 463: [Scope of Adjustment for Contract Part]**This part adjusts civil relationships arising from contracts.

**Article 464: 【合同的定义和身份关系协议的法律适用】**合同是民事主体之间设立、变更、终止民事法律关系的协议。

婚姻、收养、监护等有关身份关系的协议，适用有关该身份关系的法律规定；没有规定的，可以根据其性质参照适用本编规定。

**Article 465: 【依法成立的合同效力】**依法成立的合同，受法律保护。

依法成立的合同，仅对当事人具有法律约束力，但是法律另有规定的除外。

**Article 466: 【合同条款的解释】**当事人对合同条款的理解有争议的，应当依照本法第一百四十二条第一款的规定，确定争议条款的含义。

合同文本采用两种以上文字订立并约定具有同等效力的，对各文本使用的词句推定具有相同含义。各文本使用的词句不一致的，应当根据合同的相关条款、性质、目的以及诚信原则等予以解释。

**Article 467: 【无名合同及涉外合同的法律适用】**本法或者其他法律没有明文规定的合同，适用本编通则的规定，并可以参照适用本编或者其他法律最相类似合同的规定。

在中华人民共和国境内履行的中外合资经营企业合同、中外合作经营企业合同、中外合作勘探开发自然资源合同，适用中华人民共和国法律。

**Article 468: 【非因合同产生的债权债务关系的法律适用】**非因合同产生的债权债务关系，适用有关该债权债务关系的法律规定；没有规定的，适用本编通则的有关规定，但是根据其性质不能适用的除外。

## **Chapter 2: Conclusion of Contracts**

**Article 469: 【合同订立形式】**当事人订立合同，可以采用书面形式、口头形式或者其他形式。

书面形式是合同书、信件、电报、电传、传真等可以有形地表现所载内容的形式。

以电子数据交换、电子邮件等方式能够有形地表现所载内容，并可以随时调取查用的数据电文，视为书面形式。

**Article 470: 【合同主要条款与示范文本】**合同的内容由当事人约定，一般包括下列条款：

(一)当事人的姓名或者名称和住所；

(二)标的；

(三)数量；

(四)质量；

(五)价款或者报酬；

(六)履行期限、地点和方式；

(七)违约责任；

(八)解决争议的方法。

当事人可以参照各类合同的示范文本订立合同。

**Article 471: 【合同订立方式】**当事人订立合同，可以采取要约、承诺方式或者其他方式。

**Article 472: 【要约的定义及构成要件】**要约是希望与他人订立合同的意思表示，该意思表示应当符合下列条件：

(一)内容具体确定；

(二)表明经受要约人承诺，要约人即受该意思表示约束。

**Article 473: 【要约邀请】**要约邀请是希望他人向自己发出要约的表示。拍卖公告、招标公告、招股说明书、债券募集办法、基金招募说明书、商业广告和宣传、寄送的价目表等为要约邀请。

商业广告和宣传的内容符合要约条件的，构成要约。

**Article 474: 【要约生效时间】**要约生效的时间适用本法第一百三十七条的规定。

**Article 475: 【要约撤回】**要约可以撤回。要约的撤回适用本法第一百四十一条的规定。

**Article 476: 【要约不得撤销情形】** 要约可以撤销，但是有下列情形之一的除外：

(一) 要约人以确定承诺期限或者其他形式明示要约不可撤销；

(二) 受要约人有理由认为要约是不可撤销的，并已经为履行合同做了合理准备工作。

**Article 477: 【要约撤销】** 撤销要约的意思表示以对话方式作出的，该意思表示的内容应当在受要约人作出承诺之前为受要约人所知道；撤销要约的意思表示以非对话方式作出的，应当在受要约人作出承诺之前到达受要约人。

**Article 478: [Expiration of offers]** In any of the following situations, an offer will expire:

(1) The offer is rejected;

(2) The offer is lawfully withdrawn;

(3) The period of for acceptance has been completed and the offeree has not has not accepted;

(4) The offeree makes substantive changes to the content of the offer.

**Article 479: [Definition of acceptance]** An acceptance is an offeree's expression of intent to assent to the offer.

**Article 480: [Means of Acceptance]** Acceptance shall be made in the form of notice; except where acceptance may be by made through an act on the basis of trade custom or as manifested in the offer.

**Article 481: [Time limits for acceptance]** Acceptance shall be sent to the offeror within the time determined in the offer.

Where the contract did not designate a time period for acceptance, acceptance shall be delivered in accordance with the following provisions:

(1) Where the offer was made through dialog, acceptance shall be made immediately;

(2) Where the offer was made through means other than dialog, the acceptance shall be sent within a reasonable time period.

**Article 482: [Calculation of the time period for acceptance for offers made by letter, telegram, and so forth]** Where the offer is made by letter or telegram, the period for acceptance is to be calculated beginning on the date that the indicated on the letter or on which the telegram was sent. Where no date is indicated on a letter, it shall be calculated from the date of the postmark. Where the offer is by rapid means of communication such as telephone, fax, or e-mail, the period for acceptance is calculated from the date it reaches the offeror.

**Article 483: [Time of contract formation]** A contract is formed when the acceptance is effective, except where otherwise provided by laws or agreements of the party.

**Article 484: [Time at which Acceptance is Effective]** Article 137 of this Law applies to the time at which acceptance by giving notice takes effect.

Where notice of acceptance is not required, it becomes effective when the acts of acceptance are performed in accordance with trade custom or as requested by the offer.

**Article 485: [Revocation of acceptance]**Acceptance may be revoked. The provisions of article 141 of this law apply to the revocation of acceptance.

**Article 486: [Delayed acceptance]** Where the offeree makes an acceptance beyond the time period for acceptances, or accepts within the time period but cannot in normal circumstances reach the offeror in time, it is to be a new offer; except where the offeror notifies the offeree that the acceptance is effective.

**Article 487: [Acceptance that is timely sent but received late]**Where the offeree sends the acceptance within the period for acceptance and in normal circumstances the it would timely reach the offeror, but as the result of other reasons it reaches the offeror beyond the period of acceptance, the acceptance is effective unless the offeror promptly informs the offeree that they do not accept the acceptance due to it's arrival beyond the time period.

**Article 488: [Material changes to the contract's content by the acceptance]**That content of the acceptance shall be consistent with that of the offer. Where the offeree makes substantive changes to the content of the offer, it is a new offer. Modifications of the contract's subject matter, quantity, quality, price or compensation, time of performance, place of performance, or means of performance, or liability and dispute resolution mechanisms for breach, are substantive modifications of the offer's content.

**Article 489: [Non-substantive modification of an offer's content]**Where the acceptance makes non-substantive modifications of the offer's content, the acceptance is effective and the contract's content is controlled by the acceptance except where the offeror promptly expresses opposition or the offer clearly indicated that no changes may be made to the content.

**Article 490: [Time of contract formation]**Where the parties conclude the contract in writing, the contract is established when the parties sign it, affix seals, or attach a fingerprint. Where prior to signing, affixing seals, or leaving a fingerprint, one of the parties has already performed its primary obligations, the contract formed when the other side accepted.

Where laws, administrative regulations, or agreements by the parties provide that the contract shall be concluded in writing, and the parties fail to conclude it in writing, but one party has already performed its primary obligations, the contract formed when the other party accepted.

**Article 491: [Time of formation for contracts by letter, electronic document, and online contracts]**Where the parties conclude the contract by letter, electronic document, or other such means and request a written confirmation, the contract is formed when the confirmation is signed.

Where the information regarding goods or services is published by one party on an information network meets the requirements for an offer, a contract is formed when the other party selects the goods or services and successfully submits an order, except as otherwise agreed to by the parties.

**Article 492: [Place of Contract Formation]**The place where a contract becomes effective is the place where the contract is formed.

Where contracts are formed by electronic message, the recipient's primary place of business is the place where the contract is formed; where they have no primary place of business, their residence is the place where the contract is formed. Where the parties have agreed otherwise, follow those agreements.

**Article 493: [Place of formation for written contracts]**Where parties conclude the contract in writing, the place where the final name was signed, seal was affixed, or fingerprint was added is the place where the contract was formed, except where the parties have agreed otherwise.

**Article 494: [Contracts concluded for state purchase orders or commands, and compulsory offers and acceptance]**Where the State, based on necessity such as for disaster relief or epidemic prevention and control, issues a state requisition order or mandatory assignment, the relevant civil entities shall conclude contracts between themselves based on the rights and obligations as provided for by the relevant laws and administrative regulations.

Parties that bear the obligation to make an offer in accordance with laws and administrative regulations shall promptly make a reasonable offer.

Parties that bear an obligation to make an acceptance in accordance with laws and administrative regulations must not refuse the other party's reasonable requests to conclude a contract.

**Article 495: [Preliminary Contract]**Parties' agreements that they will conclude a contract at a certain future time in written reservation, order, or subscription documents constitutes a preliminary contract.

Where one party does not perform the obligation to conclude a contract provided for in the preliminary contract, the other side may request that they bear responsibility for breach of the preliminary contract.

**Article 496: [Standard Terms]**Standard terms are terms prepared in advance by parties for repeated use that are not the result of consultation with the other party when the contract was concluded.

Where standard terms are employed to conclude a contract, the party providing the standard terms shall comply with the principle of fairness in determining the parties' rights and obligations, and shall employ reasonable means to draw the attention of the other party to the terms that waive or reduce their responsibility and explain the standard terms as requested by the other party. Where the party providing standard terms does not perform its obligations to draw attention and explain, causing the other party to not notice or not understand terms of major relevance, that other party may propose that the terms not be part of the contract's content.

**Article 497: [Circumstances for invalidity of standard terms]**In any of the following circumstance, standard terms are invalid:

(1) It has any of the circumstances for invalidity provided for in Part 1, Chapter VI, Section 3 or Article 506 of this Law ;

(2) The side providing the standard terms unreasonably waived or reduced its responsibility, or increased the other side's responsibilities or limited the other side's primary rights;

(3) The side providing the standard terms excluded the other party's primary rights.

**Article 498: [Interpretation of Standard Terms]**Where there is a dispute as to the meaning of a standard term, interpretation is to be made in accordance with common understanding. Where there are two or more interpretations of a standard term, the interpretation that is not to the advantage of the party that provided the term shall be made. Where standard terms are inconsistent with non-standard terms, the non-standard terms shall be adopted.

**Article 499: [Award Advertisement]** Where the person giving an award publicly declares that compensation will be paid to persons that complete a specified act, persons completing that act may request payment.



**Article 500: [Contractual fault liability]**Where parties have any of the following circumstances in the course of concluding a contract, causing losses to the other side, they shall bear responsibility for compensation:

- (1) Fraudulently concluded the contract or maliciously negotiated;
- (2) Intentionally concealed important facts or provided false circumstances related to concluding the contract;
- (3) had other conduct in violation of the principle of good faith.

**Article 501: [Party obligations of confidentiality]**Commercial secrets and other information that shall be kept secret which is learned of by parties in the course of concluding a contract, regardless of whether a contract is formed, must not be leaked or improperly used; where these commercial secrets or other information are leaked or improperly used, causing harm to the other party, responsibility for compensation shall be borne.

### **Chapter III: Efficacy of Contracts**

**Article 502: [Time of Contract Validity]** Lawfully formed contracts take effect when they are established except as otherwise provided by laws or agreements of the parties.

Where contracts require approval formalities in accordance with laws and administrative regulations, follow those provisions. Where a failure to complete approvals and other formalities impact the contract's validity, it does not impact the force of terms on the performance of reporting for approvals and related terms. Where the party that is required to handle formalities to apply for approvals fails to perform its obligations, the other side may request that they bear responsibility violating the obligation.

Where formalities for situations such as modification, transfer, or release of the contract shall be completed in accordance with laws and administrative regulations, the preceding paragraph is to apply.

**Article 503: [Ratification of contracts signed by agents without authorization]**Where an unauthorized agent concludes a contract in the name of the principal, and the principal has already begun to perform contract obligations or accept the performance of the counterpart, it is to be viewed as ratification of the contract.

**Article 504: [Validity of contracts concluded beyond the scope of one's authority]**Contracts concluded by the legal representative of a legal person or the person in charge of an unincorporated organization beyond the scope of their authority are valid representative acts and the contract concluded is in effect for the legal person or unincorporated organization, except where the counterpart knew or should have known that the person in question has exceeded his/her authority.

**Article 505: [Validity of contracts exceeding the scope of business]**当事人超越经营范围订立的合同的效力，应当依照本法第一编第六章第三节和本编的有关规定确定，不得仅以超越经营范围确认合同无效。

**Article 506: [Validity of Waiver Clauses]**The following waiver clauses in contracts are invalid:

- (1) Causing physical harm to the other party;
- (2) Causing asset losses to the other party intentionally or due to gross negligence.

**Article 507: [Validity of Dispute Resolution Clauses]**Where a contract has not taken effect, is void, or has been revoked or terminated, it does not impact the effect of dispute resolution clauses in it.

**508: [Provisions Leading to Contract Validity]**Where there are no provisions in the Part on the validity of a contract, apply the relevant provisions in Chapter VI of Part 1 of this Law.

#### **Chapter IV: Contract Performance**

**Article 509: 【合同履行的原则】**当事人应当按照约定全面履行自己的义务。

当事人应当遵循诚信原则，根据合同的性质、目的和交易习惯履行通知、协助、保密等义务。

当事人在履行合同过程中，应当避免浪费资源、污染环境和破坏生态。

**Article 510: 【合同没有约定或者约定不明的补救措施】**合同生效后，当事人就质量、价款或者报酬、履行地点等内容没有约定或者约定不明确的，可以协议补充；不能达成补充协议的，按照合同相关条款或者交易习惯确定。

**Article 511: 【合同约定不明确时的履行】**当事人就有关合同内容约定不明确，依据前条规定仍不能确定的，适用下列规定：

(一)质量要求不明确的，按照强制性国家标准履行；没有强制性国家标准的，按照推荐性国家标准履行；没有推荐性国家标准的，按照行业标准履行；没有国家标准、行业标准的，按照通常标准或者符合合同目的的特定标准履行。

(二)价款或者报酬不明确的，按照订立合同时履行地的市场价格履行；依法应当执行政府定价或者政府指导价的，依照规定履行。

(三)履行地点不明确，给付货币的，在接受货币一方所在地履行；交付不动产的，在不动产所在地履行；其他标的，在履行义务一方所在地履行。

(四)履行期限不明确的，债务人可以随时履行，债权人也可以随时请求履行，但是应当给对方必要的准备时间。

(五)履行方式不明确的，按照有利于实现合同目的的方式履行。

(六)履行费用的负担不明确的，由履行义务一方负担；因债权人原因增加的履行费用，由债权人负担。

**Article 512: 【电子合同标的交付时间】**通过互联网等信息网络订立的电子合同的标的为交付商品并采用快递物流方式交付的，收货人的签收时间为交付时间。电子合同的标的为提供服务的，生成的电子凭证或者实物凭证中载明的时间为提供服务时间；前述凭证没有载明时间或者载明时间与实际提供服务时间不一致的，以实际提供服务的时间为准。

电子合同的标的物为采用在线传输方式交付的，合同标的物进入对方当事人指定的特定系统且能够检索识别的时间为交付时间。

电子合同当事人对交付商品或者提供服务的方式、时间另有约定的，按照其约定。

**Article 513: 【政府定价、政府指导价】**执行政府定价或者政府指导价的，在合同约定的交付期限内政府价格调整时，按照交付时的价格计价。逾期交付标的物的，遇价格上涨时，按照原价格执行；价格下降时，按照新价格执行。逾期提取标的物或者逾期付款的，遇价格上涨时，按照新价格执行；价格下降时，按照原价格执行。

**Article 514: 【金钱之债中对于履行币种约定不明时的处理】**以支付金钱为内容的债，除法律另有规定或者当事人另有约定外，债权人可以请求债务人以实际履行地的法定货币履行。

**Article 515: 【选择之债中选择权归属与移转】**标的有多项而债务人只需履行其中一项的，债务人享有选择权；但是，法律另有规定、当事人另有约定或者另有交易习惯的除外。

享有选择权的当事人在约定期限内或者履行期限届满未作选择，经催告后在合理期限内仍未选择的，选择权转移至对方。

**Article 516: 【选择权的行使方式】**当事人行使选择权应当及时通知对方，通知到达对方时，标的确定。标的确定后不得变更，但是经对方同意的除外。

可选择的标的发生不能履行情形的，享有选择权的当事人不得选择不能履行的标的，但是该不能履行的情形是由对方造成的除外。

**Article 517: 【按份之债】**债权人为二人以上，标的可分，按照份额各自享有债权的，为按份债权；债务人为二人以上，标的可分，按照份额各自负担债务的，为按份债务。

按份债权人或者按份债务人的份额难以确定的，视为份额相同。

**Article 518: 【连带之债】**债权人为二人以上，部分或者全部债权人均可以请求债务人履行债务的，为连带债权；债务人为二人以上，债权人可以请求部分或者全部债务人履行全部债务的，为连带债务。

连带债权或者连带债务，由法律规定或者当事人约定。

**Article 519: 【连带债务人的份额确定及追偿权】**连带债务人之间的份额难以确定的，视为份额相同。

实际承担债务超过自己份额的连带债务人，有权就超出部分在其他连带债务人未履行的份额范围内向其追偿，并相应地享有债权人的权利，但是不得损害债权人的利益。其他连带债务人对债权人的抗辩，可以向该债务人主张。

被追偿的连带债务人不能履行其应分担份额的，其他连带债务人应当在相应范围内按比例分担。

**Article 520: 【连带债务涉他效力】**部分连带债务人履行、抵销债务或者提存标的物的，其他债务人对债权人的债务在相应范围内消灭；该债务人可以依据前条规定向其他债务人追偿。

部分连带债务人的债务被债权人免除的，在该连带债务人应当承担的份额范围内，其他债务人对债权人的债务消灭。

部分连带债务人的债务与债权人的债权同归于一人的，在扣除该债务人应当承担的份额后，债权人对其他债务人的债权继续存在。

债权人对部分连带债务人的给付受领迟延的，对其他连带债务人发生效力。

**Article 521: 【连带债权的内部关系及法律适用】**连带债权人之间的份额难以确定的，视为份额相同。

实际受领债权的连带债权人，应当按比例向其他连带债权人返还。

连带债权参照适用本章连带债务的有关规定。

**Article 522: 【向第三人履行的合同】**当事人约定由债务人向第三人履行债务，债务人未向第三人履行债务或者履行债务不符合约定的，应当向债权人承担违约责任。

法律规定或者当事人约定第三人可以直接请求债务人向其履行债务，第三人未在合理期限内明确拒绝，债务人未向第三人履行债务或者履行债务不符合约定的，第三人可以请求债务人承担违约责任；债务人对债权人的抗辩，可以向第三人主张。

**Article 523: 【由第三人履行的合同】**当事人约定由第三人向债权人履行债务，第三人不履行债务或者履行债务不符合约定的，债务人应当向债权人承担违约责任。

**Article 524: 【第三人清偿规则】**债务人不履行债务，第三人对履行该债务具有合法利益的，第三人有权向债权人代为履行；但是，根据债务性质、按照当事人约定或者依照法律规定只能由债务人履行的除外。

债权人接受第三人履行后，其对债务人的债权转让给第三人，但是债务人和第三人另有约定的除外。

**Article 525: 【同时履行抗辩权】**当事人互负债务，没有先后履行顺序的，应当同时履行。一方在对方履行之前有权拒绝其履行请求。一方在对方履行债务不符合约定时，有权拒绝其相应的履行请求。

**Article 526: 【先履行抗辩权】**当事人互负债务，有先后履行顺序，应当先履行债务一方未履行的，后履行一方有权拒绝其履行请求。先履行一方履行债务不符合约定的，后履行一方有权拒绝其相应的履行请求。

**Article 527: 【不安抗辩权】**应当先履行债务的当事人，有确切证据证明对方有下列情形之一的，可以中止履行：

(一)经营状况严重恶化；

(二)转移财产、抽逃资金，以逃避债务；

(三)丧失商业信誉；

(四)有丧失或者可能丧失履行债务能力的其他情形。

当事人没有确切证据中止履行的，应当承担违约责任。

**Article 528: 【行使不安抗辩权】**当事人依据前条规定中止履行的，应当及时通知对方。对方提供适当担保的，应当恢复履行。中止履行后，对方在合理期限内未恢复履行能力且未提供适当担保的，视为以自己的行为表明不履行主要债务，中止履行的一方可以解除合同并可以请求对方承担违约责任。

**Article 529: 【因债权人原因致债务履行困难时的处理】**债权人分立、合并或者变更住所没有通知债务人，致使履行债务发生困难的，债务人可以中止履行或者将标的物提存。

**Article 530: 【债务人提前履行债务】**债权人可以拒绝债务人提前履行债务，但是提前履行不损害债权人利益的除外。

债务人提前履行债务给债权人增加的费用，由债务人负担。

**Article 531: 【债务人部分履行债务】**债权人可以拒绝债务人部分履行债务，但是部分履行不损害债权人利益的除外。

债务人部分履行债务给债权人增加的费用，由债务人负担。

**Article 532: 【当事人变化对合同履行的影响】**合同生效后，当事人不得因姓名、名称的变更或者法定代表人、负责人、承办人的变动而不履行合同义务。

**Article 533: 【情势变更】**合同成立后，合同的基础条件发生了当事人在订立合同时无法预见的、不属于商业风险的重大变化，继续履行合同对于当事人一方明显不公平的，受不利影响的当事人可以与对方重新协商；在合理期限内协商不成的，当事人可以请求人民法院或者仲裁机构变更或者解除合同。

人民法院或者仲裁机构应当结合案件的具体情况，根据公平原则变更或者解除合同。

**Article 534: 【合同监管】**对当事人利用合同实施危害国家利益、社会公共利益行为的，市场监督管理和其他有关行政主管部门依照法律、行政法规的规定负责监督处理。

## **Chapter V : Preservation of Contracts**

**Article 535: 【债权人代位权】**因债务人怠于行使其债权或者与该债权有关的从权利，影响债权人的到期债权实现的，债权人可以向人民法院请求以自己的名义代位行使债务人对相对人的权利，但是该权利专属于债务人自身的除外。

代位权的行使范围以债权人的到期债权为限。债权人行使代位权的必要费用，由债务人负担。

相对人对债务人的抗辩，可以向债权人主张。

**Article 536: 【债权人代位权的提前行使】**债权人的债权到期前，债务人的债权或者与该债权有关的从权利存在诉讼时效期间即将届满或者未及时申报破产债权等情形，影响债权人的债权实现的，债权人可以代位向债务人的相对人请求其向债务人履行、向破产管理人申报或者作出其他必要的行为。

**Article 537: 【债权人代位权行使效果】**人民法院认定代位权成立的，由债务人的相对人向债权人履行义务，债权人接受履行后，债权人与债务人、债务人与相对人之间相应的权利义务终止。债务人对相对人的债权或者与该债权有关的从权利被采取保全、执行措施，或者债务人破产的，依照相关法律的规定处理。

**Article 538: 【无偿处分时的债权人撤销权行使】**债务人以放弃其债权、放弃债权担保、无偿转让财产等方式无偿处分财产权益，或者恶意延长其到期债权的履行期限，影响债权人的债权实现的，债权人可以请求人民法院撤销债务人的行为。

**Article 539: 【不合理价格交易时的债权人撤销权行使】** 债务人以明显不合理的低价转让财产、以明显不合理的高价受让他人财产或者为他人的债务提供担保，影响债权人的债权实现，债务人的相对人知道或者应当知道该情形的，债权人可以请求人民法院撤销债务人的行为。

**Article 540: 【债权人撤销权行使范围以及必要费用承担】** 撤销权的行使范围以债权人的债权为限。债权人行使撤销权的必要费用，由债务人负担。

**Article 541: 【债权人撤销权除斥期间】** 撤销权自债权人知道或者应当知道撤销事由之日起一年内行使。自债务人的行为发生之日起五年内没有行使撤销权的，该撤销权消灭。

**Article 542: 【债权人撤销权行使效果】** 债务人影响债权人的债权实现的行为被撤销的，自始没有法律约束力。

## **Chapter VI: Modification and Assignment of Contracts**

**Article 543: 【协议变更合同】** 当事人协商一致，可以变更合同。

**Article 544: 【变更不明确推定为未变更】** 当事人对合同变更的内容约定不明确的，推定为未变更。

**Article 545: 【债权转让】** 债权人可以将债权的全部或者部分转让给第三人，但是有下列情形之一的除外：

(一)根据债权性质不得转让；

(二)按照当事人约定不得转让；

(三)依照法律规定不得转让。

当事人约定非金钱债权不得转让的，不得对抗善意第三人。当事人约定金钱债权不得转让的，不得对抗第三人。

**Article 546: 【债权转让通知】** 债权人转让债权，未通知债务人的，该转让对债务人不发生效力。

债权转让的通知不得撤销，但是经受让人同意的除外。

**Article 547: 【债权转让时从权利一并变动】** 债权人转让债权的，受让人取得与债权有关的从权利，但是该从权利专属于债权人自身的除外。

受让人取得从权利不因该从权利未办理转移登记手续或者未转移占有而受到影响。

**Article 548: 【债权转让时债务人抗辩权】** 债务人接到债权转让通知后，债务人对让与人的抗辩，可以向受让人主张。

**Article 549: 【债权转让时债务人抵销权】** 有下列情形之一的，债务人可以向受让人主张抵销：

(一)债务人接到债权转让通知时，债务人对让与人享有债权，且债务人的债权先于转让的债权到期或者同时到期；

(二)债务人的债权与转让的债权是基于同一合同产生。

**Article 550: 【债权转让增加的履行费用的负担】**因债权转让增加的履行费用，由让与人负担。

**Article 551: 【债务转移】**债务人将债务的全部或者部分转移给第三人的，应当经债权人同意。

债务人或者第三人可以催告债权人在合理期限内予以同意，债权人未作表示的，视为不同意。

**Article 552: 【并存的债务承担】**第三人与债务人约定加入债务并通知债权人，或者第三人向债权人表示愿意加入债务，债权人未在合理期限内明确拒绝的，债权人可以请求第三人在其愿意承担的债务范围内和债务人承担连带债务。

**Article 553: 【债务转移时新债务人抗辩权】**债务人转移债务的，新债务人可以主张原债务人对债权人的抗辩；原债务人对债权人享有债权的，新债务人不得向债权人主张抵销。

**Article 554: 【债务转移时从债务一并转移】**债务人转移债务的，新债务人应当承担与主债务有关的从债务，但是该从债务专属于原债务人自身的除外。

**Article 555: 【合同权利义务一并转让】**当事人一方经对方同意，可以将自己在合同中的权利和义务一并转让给第三人。

**Article 556: 【合同权利义务一并转让的法律适用】**合同的权利和义务一并转让的，适用债权转让、债务转移的有关规定。

## **Chapter VII: Termination of Contract Rights and Obligations**

**Article 557: 【债权债务终止情形】**In any of the following situations, creditor rights and obligations are concluded:

(一)债务已经履行；

(二)债务相互抵销；

(三)债务人依法将标的物提存；

(四)债权人免除债务；

(五)债权债务同归于一人；

(六)法律规定或者当事人约定终止的其他情形。

合同解除的，该合同的权利义务关系终止。

**Article 558: 【债权债务终止后的义务】**债权债务终止后，当事人应当遵循诚信等原则，根据交易习惯履行通知、协助、保密、旧物回收等义务。

**Article 559: 【债权的从权利消灭】**债权债务终止时，债权的从权利同时消灭，但是法律另有规定或者当事人另有约定的除外。

**Article 560: 【债的清偿抵充顺序】**债务人对同一债权人负担的数项债务种类相同，债务人的给付不足以清偿全部债务的，除当事人另有约定外，由债务人在清偿时指定其履行的债务。

债务人未作指定的，应当优先履行已经到期的债务；数项债务均到期的，优先履行对债权人缺乏担保或者担保最少的债务；均无担保或者担保相等的，优先履行债务人负担较重的债务；负担相同的，按照债务到期的先后顺序履行；到期时间相同的，按照债务比例履行。

**Article 561: 【费用、利息和主债务的抵充顺序】**债务人在履行主债务外还应当支付利息和实现债权的有关费用，其给付不足以清偿全部债务的，除当事人另有约定外，应当按照下列顺序履行：

(一)实现债权的有关费用；

(2) Interest;

(三)主债务。

**Article 562: [Release from Contractual Agreements]**当事人协商一致，可以解除合同。

当事人可以约定一方解除合同的事由。解除合同的事由发生时，解除权人可以解除合同。

**Article 563: [Legally-prescribed Release from Contract]**有下列情形之一的，当事人可以解除合同：

(一)因不可抗力致使不能实现合同目的；

(二)在履行期限届满前，当事人一方明确表示或者以自己的行为表明不履行主要债务；

(三)当事人一方迟延履行主要债务，经催告后在合理期限内仍未履行；

(四)当事人一方迟延履行债务或者有其他违约行为致使不能实现合同目的；

(5) Other circumstances provided for by law.

以持续履行的债务为内容的不定期合同，当事人可以随时解除合同，但是应当在合理期限之前通知对方。

**Article 564: 【解除权行使期限】**法律规定或者当事人约定解除权行使期限，期限届满当事人不行使的，该权利消灭。

法律没有规定或者当事人没有约定解除权行使期限，自解除权人知道或者应当知道解除事由之日起一年内不行使，或者经对方催告后在合理期限内不行使的，该权利消灭。

**Article 565: 【合同解除程序】**当事人一方依法主张解除合同的，应当通知对方。合同自通知到达对方时解除；通知载明债务人在一定期限内不履行债务则合同自动解除，债务人在该期限内未履行债务的，合同自通知载明的期限届满时解除。对方对解除合同有异议的，任何一方当事人均可以请求人民法院或者仲裁机构确认解除行为的效力。

当事人一方未通知对方，直接以提起诉讼或者申请仲裁的方式依法主张解除合同，人民法院或者仲裁机构确认该主张的，合同自起诉状副本或者仲裁申请书副本送达对方时解除。

**Article 566: 【合同解除的效力】**合同解除后，尚未履行的，终止履行；已经履行的，根据履行情况和合同性质，当事人可以请求恢复原状或者采取其他补救措施，并有权请求赔偿损失。

合同因违约解除的，解除权人可以请求违约方承担违约责任，但是当事人另有约定的除外。



主合同解除后，担保人对债务人应当承担的民事责任仍应当承担担保责任，但是担保合同另有约定的除外。

**Article 567: 【合同终止后有关结算和清理条款效力】**合同的权利义务关系终止，不影响合同中结算和清理条款的效力。

**Article 568: 【债务法定抵销】**当事人互负债务，该债务的标的物种类、品质相同的，任何一方可以将自己的债务与对方的到期债务抵销；但是，根据债务性质、按照当事人约定或者依照法律规定不得抵销的除外。

当事人主张抵销的，应当通知对方。通知自到达对方时生效。抵销不得附条件或者附期限。

**Article 569: 【债务约定抵销】**当事人互负债务，标的物种类、品质不相同的，经协商一致，也可以抵销。

**Article 570: 【标的物提存的条件】**有下列情形之一的，难以履行债务的，债务人可以将标的物提存：

(一)债权人无正当理由拒绝受领；

(二)债权人下落不明；

(三)债权人死亡未确定继承人、遗产管理人，或者丧失民事行为能力未确定监护人；

(4) other situations provided for by law.

标的物不适于提存或者提存费用过高的，债务人依法可以拍卖或者变卖标的物，提存所得的价款。

**Article 571: 【提存成立及提存对债务人效力】**债务人将标的物或者将标的物依法拍卖、变卖所得价款交付提存部门时，提存成立。

提存成立的，视为债务人在其提存范围内已经交付标的物。

**Article 572: 【提存通知】**标的物提存后，债务人应当及时通知债权人或者债权人的继承人、遗产管理人、监护人、财产代管人。

**Article 573: 【提存对债权人效力】**标的物提存后，毁损、灭失的风险由债权人承担。提存期间，标的物的孳息归债权人所有。提存费用由债权人负担。

**Article 574: 【提存物的受领及受领权消灭】**债权人可以随时领取提存物。但是，债权人对债务人负有到期债务的，在债权人未履行债务或者提供担保之前，提存部门根据债务人的要求应当拒绝其领取提存物。

债权人领取提存物的权利，自提存之日起五年内不行使而消灭，提存物扣除提存费用后归国家所有。但是，债权人未履行对债务人的到期债务，或者债权人向提存部门书面表示放弃领取提存物权利的，债务人负担提存费用后有权取回提存物。

**Article 575: 【债务免除】**债权人免除债务人部分或者全部债务的，债权债务部分或者全部终止，但是债务人在合理期限内拒绝的除外。

**Article 576: 【债权债务混同】**债权和债务同归于一人的，债权债务终止，但是损害第三人利益的除外。

## **Chapter VIII: Liability for Breach**

**Article 577: [Liability for Breach]** 当事人一方不履行合同义务或者履行合同义务不符合约定的，应当承担继续履行、采取补救措施或者赔偿损失等违约责任。

**Article 578: 【预期违约责任】**当事人一方明确表示或者以自己的行为表明不履行合同义务的，对方可以在履行期限届满前请求其承担违约责任。

**Article 579: 【金钱债务实际履行责任】**当事人一方未支付价款、报酬、租金、利息，或者不履行其他金钱债务的，对方可以请求其支付。

**Article 580: 【非金钱债务实际履行责任及违约责任】**当事人一方不履行非金钱债务或者履行非金钱债务不符合约定的，对方可以请求履行，但是有下列情形之一的除外：

(一)法律上或者事实上不能履行；

(二)债务的标的不适于强制履行或者履行费用过高；

(三)债权人在合理期限内未请求履行。

有前款规定的除外情形之一，致使不能实现合同目的的，人民法院或者仲裁机构可以根据当事人的请求终止合同权利义务关系，但是不影响违约责任的承担。

**Article 581: [Performance on Behalf of Another]**当事人一方不履行债务或者履行债务不符合约定，根据债务的性质不得强制履行的，对方可以请求其负担由第三人替代履行的费用。

**Article 582: 【瑕疵履行违约责任】**履行不符合约定的，应当按照当事人的约定承担违约责任。对违约责任没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，受损害方根据标的的性质以及损失的大小，可以合理选择请求对方承担修理、重作、更换、退货、减少价款或者报酬等违约责任。

**Article 583: 【违约损害赔偿责任】**当事人一方不履行合同义务或者履行合同义务不符合约定的，在履行义务或者采取补救措施后，对方还有其他损失的，应当赔偿损失。

**Article 584: 【损害赔偿范围】**当事人一方不履行合同义务或者履行合同义务不符合约定，造成对方损失的，损失赔偿额应当相当于因违约所造成的损失，包括合同履行后可以获得的利益；但是，不得超过违约一方订立合同时预见到或者应当预见到的因违约可能造成的损失。

**Article 585: 【违约金】**当事人可以约定一方违约时应当根据违约情况向对方支付一定数额的违约金，也可以约定因违约产生的损失赔偿额的计算方法。

约定的违约金低于造成的损失的，人民法院或者仲裁机构可以根据当事人的请求予以增加；约定的违约金过分高于造成的损失的，人民法院或者仲裁机构可以根据当事人的请求予以适当减少。

当事人就迟延履行约定违约金的，违约方支付违约金后，还应当履行债务。

**Article 586: 【定金担保】**当事人可以约定一方向对方给付定金作为债权的担保。定金合同自实际交付定金时成立。

定金的数额由当事人约定；但是，不得超过主合同标的额的百分之二十，超过部分不产生定金的效力。实际交付的定金数额多于或者少于约定数额的，视为变更约定的定金数额。

**Article 587: 【定金罚则】**债务人履行债务的，定金应当抵作价款或者收回。给付定金的一方不履行债务或者履行债务不符合约定，致使不能实现合同目的的，无权请求返还定金；收受定金的一方不履行债务或者履行债务不符合约定，致使不能实现合同目的的，应当双倍返还定金。

**Article 588: 【违约金与定金竞合时的责任】**当事人既约定违约金，又约定定金的，一方违约时，对方可以选择适用违约金或者定金条款。

定金不足以弥补一方违约造成的损失，对方可以请求赔偿超过定金数额的损失。

**Article 589: 【拒绝受领和受领迟延】**债务人按照约定履行债务，债权人无正当理由拒绝受领的，债务人可以请求债权人赔偿增加的费用。

在债权人受领迟延期间，债务人无须支付利息。

**Article 590: [Force Majeure]**当事人一方因不可抗力不能履行合同的，根据不可抗力的影响，部分或者全部免除责任，但是法律另有规定的除外。因不可抗力不能履行合同的，应当及时通知对方，以减轻可能给对方造成的损失，并应当在合理期限内提供证明。

当事人迟延履行后发生不可抗力的，不免除其违约责任。

**Article 591: 【减损规则】**当事人一方违约后，对方应当采取适当措施防止损失的扩大；没有采取适当措施致使损失扩大的，不得就扩大的损失请求赔偿。

当事人因防止损失扩大而支出的合理费用，由违约方负担。

**Article 592: 【双方违约和与有过失】**当事人都违反合同的，应当各自承担相应的责任。

当事人一方违约造成对方损失，对方对损失的发生有过错的，可以减少相应的损失赔偿额。

**Article 593: 【第三人原因造成违约时违约责任承担】**当事人一方因第三人的原因造成违约的，应当依法向对方承担违约责任。当事人一方和第三人之间的纠纷，依照法律规定或者按照约定处理。

**Article 594: 【国际贸易合同诉讼时效和仲裁时效】**因国际货物买卖合同和技术进出口合同争议提起诉讼或者申请仲裁的时效期间为四年。

## Sub-part 2: Contract Types

### Chapter IX: Contract for Purchase and Sale

**Article 595: 【买卖合同定义】**买卖合同是出卖人转移标的物的所有权于买受人，买受人支付价款的合同。

**Article 596 【买卖合同条款】**买卖合同的内容一般包括标的物的名称、数量、质量、价款、履行期限、履行地点和方式、包装方式、检验标准和方法、结算方式、合同使用的文字及其效力等条款。

**Article 597: 【无权处分效力】**因出卖人未取得处分权致使标的物所有权不能转移的，买受人可以解除合同并请求出卖人承担违约责任。

法律、行政法规禁止或者限制转让的标的物，依照其规定。

**Article 598: 【出卖人基本义务】**出卖人应当履行向买受人交付标的物或者交付提取标的物的单证，并转移标的物所有权的义务。

**Article 599: 【出卖人交付有关单证和资料义务】**出卖人应当按照约定或者交易习惯向买受人交付提取标的物单证以外的有关单证和资料。

**Article 600: 【知识产权归属】**出卖具有知识产权的标的物的，除法律另有规定或者当事人另有约定外，该标的物的知识产权不属于买受人。

**Article 601: 【标的物交付期限】**出卖人应当按照约定的时间交付标的物。约定交付期限的，出卖人可以在该交付期限内的任何时间交付。

**Article 602: 【标的物交付期限不明时的处理】**当事人没有约定标的物的交付期限或者约定不明确的，适用本法第五百一十条、第五百一十一条第四项的规定。

**Article 603: 【标的物交付地点】**出卖人应当按照约定的地点交付标的物。

当事人没有约定交付地点或者约定不明确，依据本法第五百一十条的规定仍不能确定的，适用下列规定：

(一)标的物需要运输的，出卖人应当将标的物交付给第一承运人以运交给买受人；

(二)标的物不需要运输，出卖人和买受人订立合同时知道标的物在某一地点的，出卖人应当在该地点交付标的物；不知道标的物在某一地点的，应当在出卖人订立合同时的营业地交付标的物。

**Article 604: 【标的物毁损、灭失风险负担的基本规则】**标的物毁损、灭失的风险，在标的物交付之前由出卖人承担，交付之后由买受人承担，但是法律另有规定或者当事人另有约定的除外。

**Article 605: 【迟延交付标的物的风险负担】**因买受人的原因致使标的物未按照约定的期限交付的，买受人应当自违反约定时起承担标的物毁损、灭失的风险。

**Article 606: 【路货买卖中的标的物风险负担】**出卖人出卖交由承运人运输的在途标的物，除当事人另有约定外，毁损、灭失的风险自合同成立时起由买受人承担。

**Article 607: 【需要运输的标的物风险负担】**出卖人按照约定将标的物运送至买受人指定地点并交付给承运人后，标的物毁损、灭失的风险由买受人承担。

当事人没有约定交付地点或者约定不明确，依据本法第六百零三条第二款第一项的规定标的物需要运输的，出卖人将标的物交付给第一承运人后，标的物毁损、灭失的风险由买受人承担。

**Article 608: 【买受人不收取标的物的风险负担】**出卖人按照约定或者依据本法第六百零三条第二款第二项的规定将标的物置于交付地点，买受人违反约定没有收取的，标的物毁损、灭失的风险自违反约定时起由买受人承担。

**Article 609: 【未交付单证、资料不影响风险转移】**出卖人按照约定未交付有关标的物的单证和资料的，不影响标的物毁损、灭失风险的转移。

**Article 610: 【出卖人根本违约的风险负担】**因标的物不符合质量要求，致使不能实现合同目的的，买受人可以拒绝接受标的物或者解除合同。买受人拒绝接受标的物或者解除合同的，标的物毁损、灭失的风险由出卖人承担。

**Article 611: 【买受人承担风险与出卖人违约责任关系】**标的物毁损、灭失的风险由买受人承担的，不影响因出卖人履行义务不符合约定，买受人请求其承担违约责任的权利。

**Article 612: 【出卖人权利瑕疵担保义务】**出卖人就交付的标的物，负有保证第三人对该标的物不享有任何权利的义务，但是法律另有规定的除外。

**Article 613: 【出卖人权利瑕疵担保义务免除】**买受人订立合同时知道或者应当知道第三人对买卖的标的物享有权利的，出卖人不承担前条规定的义务。

**Article 614: 【买受人的中止支付价款权】**买受人有确切证据证明第三人对标的物享有权利的，可以中止支付相应的价款，但是出卖人提供适当担保的除外。

**Article 615: 【标的物的质量要求】**出卖人应当按照约定的质量要求交付标的物。出卖人提供有关标的物质量说明的，交付的标的物应当符合该说明的质量要求。

**Article 616: 【标的物质量要求不明时的处理】**当事人对标的物的质量要求没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，适用本法第五百一十一条第一项的规定。

**Article 617: 【质量瑕疵担保责任】**出卖人交付的标的物不符合质量要求的，买受人可以依据本法Article 582:至Article 584:的规定请求承担违约责任。

**Article 618: 【减轻或者免除瑕疵担保责任的例外】**当事人约定减轻或者免除出卖人对标的物瑕疵承担的责任，因出卖人故意或者重大过失不告知买受人标的物瑕疵的，出卖人无权主张减轻或者免除责任。

**Article 619: 【标的物包装方式】**出卖人应当按照约定的包装方式交付标的物。对包装方式没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，应当按照通用的方式包装；没有通用方式的，应当采取足以保护标的物且有利于节约资源、保护生态环境的包装方式。

**Article 620: 【买受人的检验义务】**买受人收到标的物时应当在约定的检验期限内检验。没有约定检验期限的，应当及时检验。

**Article 621: 【买受人的通知义务】**当事人约定检验期限的，买受人应当在检验期限内将标的物的数量或者质量不符合约定的情形通知出卖人。买受人怠于通知的，视为标的物的数量或者质量符合约定。

当事人没有约定检验期限的，买受人应当在发现或者应当发现标的物的数量或者质量不符合约定的合理期限内通知出卖人。买受人在合理期限内未通知或者自收到标的物之日起二年内未通知出卖人的，视为标的物的数量或者质量符合约定；但是，对标的物有质量保证期的，适用质量保证期，不适用该二年的规定。

出卖人知道或者应当知道提供的标的物不符合约定的，买受人不受前两款规定的通知时间的限制。

**Article 622: 【检验期限过短时的处理】**当事人约定的检验期限过短，根据标的物的性质和交易习惯，买受人在检验期限内难以完成全面检验的，该期限仅视为买受人对标的物的外观瑕疵提出异议的期限。

约定的检验期限或者质量保证期短于法律、行政法规规定期限的，应当以法律、行政法规规定的期限为准。

**Article 623: 【检验期限未约定时的处理】**当事人对检验期限未作约定，买受人签收的送货单、确认单等载明标的物数量、型号、规格的，推定买受人已经对数量和外观瑕疵进行检验，但是有相关证据足以推翻的除外。

**Article 624: 【向第三人履行情形下的检验标准】**出卖人依照买受人的指示向第三人交付标的物，出卖人和买受人约定的检验标准与买受人和第三人约定的检验标准不一致的，以出卖人和买受人约定的检验标准为准。

**Article 625: 【出卖人回收义务】**依照法律、行政法规的规定或者按照当事人的约定，标的物在有效使用年限届满后应予回收的，出卖人负有自行或者委托第三人对标的物予以回收的义务。

**Article 626: 【买受人支付价款的数额和方式】**买受人应当按照约定的数额和支付方式支付价款。对价款的数额和支付方式没有约定或者约定不明确的，适用本法第五百一十条、第五百一十一条第二项和第五项的规定。

**Article 627: 【买受人支付价款的地点】**买受人应当按照约定的地点支付价款。对支付地点没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，买受人应当在出卖人的营业地支付；但是，约定支付价款以交付标的物或者交付提取标的物单证为条件的，在交付标的物或者交付提取标的物单证的所在地支付。

**Article 628: 【买受人支付价款的时间】**买受人应当按照约定的时间支付价款。对支付时间没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，买受人应当在收到标的物或者提取标的物单证的同时支付。

**Article 629: 【出卖人多交标的物的处理】**出卖人多交标的物的，买受人可以接收或者拒绝接收多交的部分。买受人接收多交部分的，按照约定的价格支付价款；买受人拒绝接收多交部分的，应当及时通知出卖人。

**Article 630: 【标的物孳息的归属】**标的物在交付之前产生的孳息，归出卖人所有；交付之后产生的孳息，归买受人所有。但是，当事人另有约定的除外。

**Article 631: 【从物与合同解除】**因标的物主物不符合约定而解除合同的，解除合同的效力及于从物。因标的物的从物不符合约定被解除的，解除的效力不及于主物。

**Article 632: 【数物同时出卖时的合同解除】**标的物为数物，其中一物不符合约定的，买受人可以就该物解除。但是，该物与他物分离使标的物的价值显受损害的，买受人可以就数物解除合同。

**Article 633: 【分批交付标的物的合同解除】**出卖人分批交付标的物的，出卖人对其中一批标的物不交付或者交付不符合约定，致使该批标的物不能实现合同目的的，买受人可以就该批标的物解除。

出卖人不交付其中一批标的物或者交付不符合约定，致使之后其他各批标的物的交付不能实现合同目的的，买受人可以就该批以及之后其他各批标的物解除。

买受人如果就其中一批标的物解除，该批标的物与其他各批标的物相互依存的，可以就已经交付和未交付的各批标的物解除。

**Article 634: 【分期付款买卖合同】**分期付款的买受人未支付到期价款的数额达到全部价款的五分之一，经催告后在合理期限内仍未支付到期价款的，出卖人可以请求买受人支付全部价款或者解除合同。

出卖人解除合同的，可以向买受人请求支付该标的物的使用费。

**Article 635: 【凭样品买卖合同】**凭样品买卖的当事人应当封存样品，并可以对样品质量予以说明。出卖人交付的标的物应当与样品及其说明的质量相同。

**Article 636: 【凭样品买卖合同的隐蔽瑕疵处理】**凭样品买卖的买受人不知道样品有隐蔽瑕疵的，即使交付的标的物与样品相同，出卖人交付的标的物的质量仍然应当符合合同种物的通常标准。

**Article 637: 【试用买卖的试用期限】**试用买卖的当事人可以约定标的物的试用期限。对试用期限没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，由出卖人确定。

**Article 638: 【试用买卖的效力】**试用买卖的买受人在试用期内可以购买标的物，也可以拒绝购买。试用期限届满，买受人对是否购买标的物未作表示的，视为购买。

试用买卖的买受人在试用期内已经支付部分价款或者对标的物实施出卖、出租、设立担保物权等行为的，视为同意购买。

**Article 639: 【试用买卖使用费的负担】**试用买卖的当事人对标的物使用费没有约定或者约定不明确的，出卖人无权请求买受人支付。

**Article 640: 【试用期间标的物灭失风险的承担】**标的物在试用期内毁损、灭失的风险由出卖人承担。

**Article 641: 【所有权保留】**当事人可以在买卖合同中约定买受人未履行支付价款或者其他义务的，标的物的所有权属于出卖人。

出卖人对标的物保留的所有权，未经登记，不得对抗善意第三人。

**Article 642: 【出卖人的取回权】**当事人约定出卖人保留合同标的物的所有权，在标的物所有权转移前，买受人有下列情形之一，造成出卖人损害的，除当事人另有约定外，出卖人有权取回标的物：

(一)未按照约定支付价款，经催告后在合理期限内仍未支付；

(二)未按照约定完成特定条件；

(三)将标的物出卖、出质或者作出其他不当处分。

出卖人可以与买受人协商取回标的物；协商不成的，可以参照适用担保物权的实现程序。

**Article 643: 【买受人的回赎权】**出卖人依据前条第一款的规定取回标的物后，买受人在双方约定或者出卖人指定的合理回赎期限内，消除出卖人取回标的物的事由的，可以请求回赎标的物。

买受人在回赎期限内没有回赎标的物，出卖人可以以合理价格将标的物出卖给第三人，出卖所得价款扣除买受人未支付的价款以及必要费用后仍有剩余的，应当返还买受人；不足部分由买受人清偿。

**Article 644: 【招标投标买卖】**招标投标买卖的当事人的权利和义务以及招标投标程序等，依照有关法律、行政法规的规定。

**Article 645: 【拍卖】**拍卖的当事人的权利和义务以及拍卖程序等，依照有关法律、行政法规的规定。

**Article 646: 【买卖合同准用于有偿合同】**法律对其他有偿合同有规定的，依照其规定；没有规定的，参照适用买卖合同的有关规定。

**Article 647 【互易合同】**当事人约定易货交易，转移标的物的所有权的，参照适用买卖合同的有关规定。

## **Chapter X: Contracts for the Provision of Electricity, Water, Gas, Heat, and so forth**

**Article 648: 【供用电合同定义及强制缔约义务】**供用电合同是供电人向用电人供电，用电人支付电费的合同。

向社会公众供电的供电人，不得拒绝用电人合理的订立合同要求。

**Article 649: 【供用电合同内容】**供用电合同的内容一般包括供电的方式、质量、时间，用电容量、地址、性质，计量方式，电价、电费的结算方式，供用电设施的维护责任等条款。

**Article 650: 【供用电合同履行地】**供用电合同的履行地点，按照当事人约定；当事人没有约定或者约定不明确的，供电设施的产权分界处为履行地点。

**Article 651: 【供电人的安全供电义务】**供电人应当按照国家规定的供电质量标准和约定安全供电。供电人未按照国家规定的供电质量标准和约定安全供电，造成用电人损失的，应当承担赔偿责任。

**Article 652: 【供电人中断供电时的通知义务】**供电人因供电设施计划检修、临时检修、依法限电或者用电人违法用电等原因，需要中断供电时，应当按照国家有关规定事先通知用电人；未事先通知用电人中断供电，造成用电人损失的，应当承担赔偿责任。

**Article 653: 【供电人的抢修义务】**因自然灾害等原因断电，供电人应当按照国家有关规定及时抢修；未及时抢修，造成用电人损失的，应当承担赔偿责任。

**Article 654: 【用电人的交付电费义务】**用电人应当按照国家有关规定和当事人的约定及时支付电费。用电人逾期不支付电费的，应当按照约定支付违约金。经催告用电人在合理期限内仍不支付电费和违约金的，供电人可以按照国家规定的程序中止供电。

供电人依据前款规定中止供电的，应当事先通知用电人。

**Article 655: 【用电人的安全用电义务】**用电人应当按照国家有关规定和当事人的约定安全、节约和计划用电。用电人未按照国家有关规定和当事人的约定用电，造成供电人损失的，应当承担赔偿责任。



**Article 656: 【供用水、供用气、供用热力合同的参照适用】**供用水、供用气、供用热力合同，参照适用供用电合同的有关规定。

## **Chapter 11: Gift Contracts**

**Article 657: 【赠与合同定义】**赠与合同是赠与人将自己的财产无偿给予受赠人，受赠人表示接受赠与的合同。

**Article 658: 【赠与人任意撤销权及其限制】**赠与人在赠与财产的权利转移之前可以撤销赠与。

经过公证的赠与合同或者依法不得撤销的具有救灾、扶贫、助残等公益、道德义务性质的赠与合同，不适用前款规定。

**Article 659: 【赠与财产办理有关法律手续】**赠与的财产依法需要办理登记或者其他手续的，应当办理有关手续。

**Article 660: 【受赠人的交付请求权以及赠与人的赔偿责任】**经过公证的赠与合同或者依法不得撤销的具有救灾、扶贫、助残等公益、道德义务性质的赠与合同，赠与人不交付赠与财产的，受赠人可以请求交付。

依据前款规定应当交付的赠与财产因赠与人故意或者重大过失致使毁损、灭失的，赠与人应当承担赔偿责任。

**Article 661: 【附义务赠与合同】**赠与可以附义务。

赠与附义务的，受赠人应当按照约定履行义务。

**Article 662: 【赠与人瑕疵担保责任】**赠与的财产有瑕疵的，赠与人不承担责任。附义务的赠与，赠与的财产有瑕疵的，赠与人在附义务的限度内承担与出卖人相同的责任。

赠与人故意不告知瑕疵或者保证无瑕疵，造成受赠人损失的，应当承担赔偿责任。

**Article 663: 【赠与人的法定撤销权及其行使期间】**受赠人有下列情形之一的，赠与人可以撤销赠与：

(一)严重侵害赠与人或者赠与人近亲属的合法权益；

(二)对赠与人有扶养义务而不履行；

(三)不履行赠与合同约定的义务。

赠与人的撤销权，自知道或者应当知道撤销事由之日起一年内行使。

**Article 664: 【赠与人继承人或者法定代理人的撤销权】**因受赠人的违法行为致使赠与人死亡或者丧失民事行为能力的，赠与人的继承人或者法定代理人可以撤销赠与。

赠与人的继承人或者法定代理人的撤销权，自知道或者应当知道撤销事由之日起六个月内行使。

**Article 665: 【撤销赠与的法律后果】**撤销权人撤销赠与的，可以向受赠人请求返还赠与的财产。

**Article 666: 【赠与人穷困抗辩】**赠与人的经济状况显著恶化，严重影响其生产经营或者家庭生活的，可以不再履行赠与义务。

## **Chapter 12: Loan Contracts**

**Article 667: 【借款合同定义】**借款合同是借款人向贷款人借款，到期返还借款并支付利息的合同。

**Article 668: 【借款合同形式和内容】**借款合同应当采用书面形式，但是自然人之间借款另有约定的除外。

借款合同的内容一般包括借款种类、币种、用途、数额、利率、期限和还款方式等条款。

**Article 669: 【借款人应当提供真实情况义务】**订立借款合同，借款人应当按照贷款人的要求提供与借款有关的业务活动和财务状况的真实情况。

**Article 670: 【借款利息不得预先扣除】**借款的利息不得预先在本金中扣除。利息预先在本金中扣除的，应当按照实际借款数额返还借款并计算利息。

**Article 671: 【贷款人未按照约定提供借款以及贷款人未按照约定收取借款的后果】**贷款人未按照约定的日期、数额提供借款，造成借款人损失的，应当赔偿损失。

借款人未按照约定的日期、数额收取借款的，应当按照约定的日期、数额支付利息。

**Article 672: 【贷款人的监督、检查权】**贷款人按照约定可以检查、监督借款的使用情况。借款人应当按照约定向贷款人定期提供有关财务会计报表或者其他资料。

**Article 673: 【借款人未按照约定用途使用借款的责任】**借款人未按照约定的借款用途使用借款的，贷款人可以停止发放借款、提前收回借款或者解除合同。

**Article 674: 【借款人支付利息的期限】**借款人应当按照约定的期限支付利息。对支付利息的期限没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定，借款期间不满一年的，应当在返还借款时一并支付；借款期间一年以上的，应当在每届满一年时支付，剩余期间不满一年的，应当在返还借款时一并支付。

**Article 675: 【借款人返还借款的期限】**借款人应当按照约定的期限返还借款。对借款期限没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，借款人可以随时返还；贷款人可以催告借款人在合理期限内返还。

**Article 676: 【借款人逾期返还借款的责任】**借款人未按照约定的期限返还借款的，应当按照约定或者国家有关规定支付逾期利息。

**Article 677: 【借款人提前返还借款】**借款人提前返还借款的，除当事人另有约定外，应当按照实际借款的期间计算利息。

**Article 678: 【借款展期】**借款人可以在还款期限届满前向贷款人申请展期；贷款人同意的，可以展期。

**第六百七十九条 【自然人之间借款合同的成立时间】**自然人之间的借款合同，自贷款人提供借款时成立。

**Article 680: 【禁止高利放贷以及对借款利息的确定】**禁止高利放贷，借款的利率不得违反国家有关规定。

借款合同对支付利息没有约定的，视为没有利息。

借款合同对支付利息约定不明确，当事人不能达成补充协议的，按照当地或者当事人的交易方式、交易习惯、市场利率等因素确定利息；自然人之间借款的，视为没有利息。

## **Chapter 13 : Warranty Contracts**

### **Section 1: Ordinary Provisions**

**Article 681: 【保证合同定义】**保证合同是为保障债权的实现，保证人和债权人约定，当债务人不履行到期债务或者发生当事人约定的情形时，保证人履行债务或者承担责任的合同。

**Article 682: 【保证合同的从属性及保证合同无效的法律后果】**保证合同是主债权债务合同的从合同。主债权债务合同无效的，保证合同无效，但是法律另有规定的除外。

保证合同被确认无效后，债务人、保证人、债权人有过错的，应当根据其过错各自承担相应的民事责任。

**Article 683: 【不得担任保证人的主体范围】**机关法人不得为保证人，但是经国务院批准为使用外国政府或者国际经济组织贷款进行转贷的除外。

以公益为目的的非营利法人、非法人组织不得为保证人。

**Article 684: 【保证合同内容】**保证合同的内容一般包括被保证的主债权的种类、数额，债务人履行债务的期限，保证的方式、范围和期间等条款。

**Article 685: 【保证合同形式】**保证合同可以是单独订立的书面合同，也可以是主债权债务合同中的保证条款。

**第三人**单方以书面形式向债权人作出保证，债权人接收且未提出异议的，保证合同成立。

**Article 686: 【保证方式】**保证的方式包括一般保证和连带责任保证。

**当事人**在保证合同中对保证方式没有约定或者约定不明确的，按照一般保证承担保证责任。

**Article 687: 【一般保证人先诉抗辩权】**当事人在保证合同中约定，债务人不能履行债务时，由保证人承担保证责任的，为一般保证。

一般保证的保证人在主合同纠纷未经审判或者仲裁，并就债务人财产依法强制执行仍不能履行债务前，有权拒绝向债权人承担保证责任，但是有下列情形之一的除外：

(一)债务人下落不明，且无财产可供执行；

(二)人民法院已经受理债务人破产案件；

(三)债权人有证据证明债务人的财产不足以履行全部债务或者丧失履行债务能力；

(四)保证人书面表示放弃本款规定的权利。

**Article 688: 【连带责任保证】**当事人在保证合同中约定保证人和债务人对债务承担连带责任的，为连带责任保证。

连带责任保证的债务人不履行到期债务或者发生当事人约定的情形时，债权人可以请求债务人履行债务，也可以请求保证人在其保证范围内承担保证责任。

**Article 689: 【反担保】**保证人可以要求债务人提供反担保。

**Article 690: 【最高额保证合同】**保证人与债权人可以协商订立最高额保证的合同，约定在最高债权额限度内就一定期间连续发生的债权提供保证。

最高额保证除适用本章规定外，参照适用本法第二编最高额抵押权的有关规定。

## Section 2: Responsibility for Warranties

**Article 691: 【保证范围】**保证的范围包括主债权及其利息、违约金、损害赔偿金和实现债权的费用。Where the parties have agreed otherwise, follow those agreements.

**Article 692: 【保证期间】**保证期间是确定保证人承担保证责任的期间，不发生中止、中断和延长。

债权人与保证人可以约定保证期间，但是约定的保证期间早于主债务履行期限或者与主债务履行期限同时届满的，视为没有约定；没有约定或者约定不明确的，保证期间为主债务履行期限届满之日起六个月。

债权人与债务人对主债务履行期限没有约定或者约定不明确的，保证期间自债权人请求债务人履行债务的宽限期届满之日起计算。

**Article 693: 【保证责任免除】**一般保证的债权人未在保证期间对债务人提起诉讼或者申请仲裁的，保证人不再承担保证责任。

连带责任保证的债权人未在保证期间请求保证人承担保证责任的，保证人不再承担保证责任。

**Article 694: 【保证债务诉讼时效】**一般保证的债权人在保证期间届满前对债务人提起诉讼或者申请仲裁的，从保证人拒绝承担保证责任的权利消灭之日起，开始计算保证债务的诉讼时效。

连带责任保证的债权人在保证期间届满前请求保证人承担保证责任的，从债权人请求保证人承担保证责任之日起，开始计算保证债务的诉讼时效。

**Article 695: 【主合同变更对保证责任影响】**债权人和债务人未经保证人书面同意，协商变更主债权债务合同内容，减轻债务的，保证人仍对变更后的债务承担保证责任；加重债务的，保证人对加重的部分不承担保证责任。

债权人和债务人变更主债权债务合同的履行期限，未经保证人书面同意的，保证期间不受影响。

**Article 696: 【债权转让对保证责任影响】**债权人转让全部或者部分债权，未通知保证人的，该转让对保证人不发生效力。

保证人与债权人约定禁止债权转让，债权人未经保证人书面同意转让债权的，保证人对受让人不再承担保证责任。

**Article 697: 【债务承担对保证责任影响】**债权人未经保证人书面同意，允许债务人转移全部或者部分债务，保证人对未经其同意转移的债务不再承担保证责任，但是债权人和保证人另有约定的除外。

第三人加入债务的，保证人的保证责任不受影响。

**Article 698: 【一般保证人保证责任免除】**一般保证的保证人在主债务履行期限届满后，向债权人提供债务人可供执行财产的真实情况，债权人放弃或者怠于行使权利致使该财产不能被执行的，保证人在其提供可供执行财产的价值范围内不再承担保证责任。

**Article 699: 【共同保证】**同一债务有两个以上保证人的，保证人应当按照保证合同约定的保证份额，承担保证责任；没有约定保证份额的，债权人可以请求任何一个保证人在其保证范围内承担保证责任。

**Article 700: 【保证人追偿权】**保证人承担保证责任后，除当事人另有约定外，有权在其承担保证责任的范围内向债务人追偿，享有债权人对债务人的权利，但是不得损害债权人的利益。

**Article 701: 【保证人抗辩权】**保证人可以主张债务人对债权人的抗辩。债务人放弃抗辩的，保证人仍有权向债权人主张抗辩。

**Article 702: 【保证人拒绝履行权】**债务人对债权人享有抵销权或者撤销权的，保证人可以在相应范围内拒绝承担保证责任。

## Chapter 14: Rental Contract

**Article 703: 【租赁合同定义】**租赁合同是出租人将租赁物交付承租人使用、收益，承租人支付租金的合同。

**Article 704: 【租赁合同主要内容】**租赁合同的内容一般包括租赁物的名称、数量、用途、租赁期限、租金及其支付期限和方式、租赁物维修等条款。

**Article 705: 【租赁最长期限】**租赁期限不得超过二十年。超过二十年的，超过部分无效。

租赁期限届满，当事人可以续订租赁合同；但是，约定的租赁期限自续订之日起不得超过二十年。

**Article 706: 【租赁合同的登记备案手续对合同效力影响】**当事人未依照法律、行政法规规定办理租赁合同登记备案手续的，不影响合同的效力。

**Article 707: 【租赁合同形式】**租赁期限六个月以上的，应当采用书面形式。当事人未采用书面形式，无法确定租赁期限的，视为不定期租赁。

**Article 708: 【出租人交付租赁物义务和适租义务】**出租人应当按照约定将租赁物交付承租人，并在租赁期限内保持租赁物符合约定的用途。

**第七百零九条 【承租人按约定使用租赁物的义务】**承租人应当按照约定的方法使用租赁物。对租赁物的使用方法没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，应当根据租赁物的性质使用。

**第七百一十条 【承租人按约定使用租赁物的免责义务】**承租人按照约定的方法或者根据租赁物的性质使用租赁物，致使租赁物受到损耗的，不承担赔偿责任。

**第七百一十一条 【租赁人未按约定使用租赁物的责任】**承租人未按照约定的方法或者未根据租赁物的性质使用租赁物，致使租赁物受到损失的，出租人可以解除合同并要求赔偿损失。

**第七百一十二条 【出租人维修义务】**出租人应当履行租赁物的维修义务，但是当事人另有约定的除外。

**第七百一十三条 【出租人不履行维修义务的法律后果】**承租人在租赁物需要维修时可以请求出租人在合理期限内维修。出租人未履行维修义务的，承租人可以自行维修，维修费用由出租人负担。因维修租赁物影响承租人使用的，应当相应减少租金或者延长租期。

因承租人的过错致使租赁物需要维修的，出租人不承担前款规定的维修义务。

**第七百一十四条 【承租人妥善保管租赁物义务】**承租人应当妥善保管租赁物，因保管不善造成租赁物毁损、灭失的，应当承担赔偿责任。

**第七百一十五条 【承租人对租赁物进行改善或增设他物】**承租人经出租人同意，可以对租赁物进行改善或者增设他物。

承租人未经出租人同意，对租赁物进行改善或者增设他物的，出租人可以请求承租人恢复原状或者赔偿损失。

**第七百一十六条 【承租人对租赁物转租】**承租人经出租人同意，可以将租赁物转租给第三人。承租人转租的，承租人与出租人之间的租赁合同继续有效；第三人造成租赁物损失的，承租人应当赔偿损失。

承租人未经出租人同意转租的，出租人可以解除合同。

**第七百一十七条 【超过承租人剩余租赁期限的转租期间效力】**承租人经出租人同意将租赁物转租给第三人，转租期限超过承租人剩余租赁期限的，超过部分的约定对出租人不具有法律约束力，但是出租人与承租人另有约定的除外。

**第七百一十八条 【推定出租人同意转租】**出租人知道或者应当知道承租人转租，但是在六个月内未提出异议的，视为出租人同意转租。

**第七百一十九条 【次承租人代位求偿权】**承租人拖欠租金的，次承租人可以代承租人支付其欠付的租金和违约金，但是转租合同对出租人不具有法律约束力的除外。

次承租人代为支付的租金和违约金，可以充抵次承租人应当向承租人支付的租金；超出其应付的租金数额的，可以向承租人追偿。

**第七百二十条 【租赁物收益归属】**在租赁期限内因占有、使用租赁物获得的收益，归承租人所有，但是当事人另有约定的除外。

**第七百二十一条 【租金支付期限】**承租人应当按照约定的期限支付租金。对支付租金的期限没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定，租赁期限不满一年的，应当在租赁期限届满时支付；租赁期限一年以上的，应当在每届满一年时支付，剩余期限不满一年的，应当在租赁期限届满时支付。

**第七百二十二条 【承租人违反支付租金义务的法律后果】**承租人无正当理由未支付或者迟延支付租金的，出租人可以请求承租人在合理期限内支付；承租人逾期不支付的，出租人可以解除合同。

**第七百二十三条 【出租人权利瑕疵担保责任】**因第三人主张权利，致使承租人不能对租赁物使用、收益的，承租人可以请求减少租金或者不支付租金。

第三人主张权利的，承租人应当及时通知出租人。

**第七百二十四条 【非承租人构成根本性违约承租人可以解除合同】**有下列情形之一的，非因承租人原因致使租赁物无法使用的，承租人可以解除合同：

(一)租赁物被司法机关或者行政机关依法查封、扣押；

(二)租赁物权属有争议；

(三)租赁物具有违反法律、行政法规关于使用条件的强制性规定情形。

**第七百二十五条 【所有权变动不破租赁】**租赁物在承租人按照租赁合同占有期限内发生所有权变动的，不影响租赁合同的效力。

**第七百二十六条 【房屋承租人优先购买权】**出租人出卖租赁房屋的，应当在出卖之前的合理期限内通知承租人，承租人享有以同等条件优先购买的权利；但是，房屋按份共有人行使优先购买权或者出租人将房屋出卖给近亲属的除外。

出租人履行通知义务后，承租人在十五日内未明确表示购买的，视为承租人放弃优先购买权。

**第七百二十七条 【委托拍卖情况下房屋承租人优先购买权】**出租人委托拍卖人拍卖租赁房屋的，应当在拍卖五日前通知承租人。承租人未参加拍卖的，视为放弃优先购买权。

**第七百二十八条 【房屋承租人优先购买权受到侵害的法律后果】**出租人未通知承租人或者有其他妨害承租人行使优先购买权情形的，承租人可以请求出租人承担赔偿责任。但是，出租人与第三人订立的房屋买卖合同的效力不受影响。

**第七百二十九条 【不可归责于承租人的租赁物毁损、灭失的法律后果】**因不可归责于承租人的事由，致使租赁物部分或者全部毁损、灭失的，承租人可以请求减少租金或者不支付租金；因租赁物部分或者全部毁损、灭失，致使不能实现合同目的的，承租人可以解除合同。

**第七百三十条 【租赁期限没有约定或约定不明确时的法律后果】**当事人对租赁期限没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，视为不定期租赁；当事人可以随时解除合同，但是应当在合理期限之前通知对方。

**第七百三十一条 【租赁物质量不合格时承租人解除权】**租赁物危及承租人的安全或者健康的，即使承租人订立合同时明知该租赁物质量不合格，承租人仍然可以随时解除合同。

**第七百三十二条 【房屋承租人死亡的租赁关系的处理】**承租人在房屋租赁期限内死亡的，与其生前共同居住的人或者共同经营人可以按照原租赁合同租赁该房屋。

**第七百三十三条 【租赁期限届满承租人返还租赁物】**租赁期限届满，承租人应当返还租赁物。返还的租赁物应当符合按照约定或者根据租赁物的性质使用后的状态。

**第七百三十四条 【租赁期限届满承租人继续使用租赁物及房屋承租人的优先承租权】**租赁期限届满，承租人继续使用租赁物，出租人没有提出异议的，原租赁合同继续有效，但是租赁期限为不定期。

租赁期限届满，房屋承租人享有以同等条件优先承租的权利。

## **第十五章 融资租赁合同**

**第七百三十五条 【融资租赁合同定义】**融资租赁合同是出租人根据承租人对出卖人、租赁物的选择，向出卖人购买租赁物，提供给承租人使用，承租人支付租金的合同。

**第七百三十六条 【融资租赁合同内容和形式】**融资租赁合同的内容一般包括租赁物的名称、数量、规格、技术性能、检验方法，租赁期限，租金构成及其支付期限和方式、币种，租赁期限届满租赁物的归属等条款。

融资租赁合同应当采用书面形式。

**第七百三十七条 【融资租赁合同无效】**当事人以虚构租赁物方式订立的融资租赁合同无效。

**第七百三十八条 【租赁物经营许可对合同效力影响】**依照法律、行政法规的规定，对于租赁物的经营使用应当取得行政许可的，出租人未取得行政许可不影响融资租赁合同的效力。

**第七百三十九条 【融资租赁标的物交付】**出租人根据承租人对出卖人、租赁物的选择订立的买卖合同，出卖人应当按照约定向承租人交付标的物，承租人享有与受领标的物有关的买受人的权利。

**第七百四十条 【承租人拒绝受领标的物的条件】**出卖人违反向承租人交付标的物的义务，有下列情形之一的，承租人可以拒绝受领出卖人向其交付的标的物：

(一)标的物严重不符合约定；

(二)未按照约定交付标的物，经承租人或者出租人催告后在合理期限内仍未交付。

承租人拒绝受领标的物的，应当及时通知出租人。

**第七百四十一条 【承租人行使索赔权】**出租人、出卖人、承租人可以约定，出卖人不履行买卖合同义务的，由承租人行使索赔的权利。承租人行使索赔权利的，出租人应当协助。

**第七百四十二条 【承租人行使索赔权不影响支付租金义务】**承租人对出卖人行使索赔权利，不影响其履行支付租金的义务。但是，承租人依赖出租人的技能确定租赁物或者出租人干预选择租赁物的，承租人请求减免相应租金。

**第七百四十三条 【索赔失败的责任承担】**出租人有下列情形之一的，致使承租人对出卖人行使索赔权利失败的，承租人有权请求出租人承担相应的责任：

(一)明知租赁物有质量瑕疵而不告知承租人；

(二)承租人行使索赔权利时，未及时提供必要协助。

出租人怠于行使只能由其对出卖人行使的索赔权利，造成承租人损失的，承租人有权请求出租人承担赔偿责任。



**第七百四十四条 【出租人不得擅自变更买卖合同内容】**出租人根据承租人对出卖人、租赁物的选择订立的买卖合同，未经承租人同意，出租人不得变更与承租人有关的合同内容。

**第七百四十五条 【租赁物的所有权】**出租人对租赁物享有的所有权，未经登记，不得对抗善意第三人。

**第七百四十六条 【融资租赁合同租金的确定】**融资租赁合同的租金，除当事人另有约定外，应当根据购买租赁物的大部分或者全部成本以及出租人的合理利润确定。

**第七百四十七条 【租赁物质量瑕疵担保责任】**租赁物不符合约定或者不符合使用目的的，出租人不承担责任。但是，承租人依赖出租人的技能确定租赁物或者出租人干预选择租赁物的除外。

**第七百四十八条 【出租人保证承租人占有和使用租赁物】**出租人应当保证承租人对租赁物的占有和使用。

出租人有下列情形之一的，承租人有权请求其赔偿损失：

(一)无正当理由收回租赁物；

(二)无正当理由妨碍、干扰承租人对租赁物的占有和使用；

(三)因出租人的原因致使第三人对租赁物主张权利；

(四)不当影响承租人对租赁物占有和使用的其他情形。

**第七百四十九条 【租赁物致人损害的责任承担】**承租人占有租赁物期间，租赁物造成第三人人身损害或者财产损失的，出租人不承担责任。

**第七百五十条 【承租人对租赁物的保管、使用和维修义务】**承租人应当妥善保管、使用租赁物。

承租人应当履行占有租赁物期间的维修义务。

**第七百五十一条 【租赁物毁损、灭失对租金给付义务的影响】**承租人占有租赁物期间，租赁物毁损、灭失的，出租人有权请求承租人继续支付租金，但是法律另有规定或者当事人另有约定的除外。

**第七百五十二条 【承租人支付租金义务】**承租人应当按照约定支付租金。承租人经催告后在合理期限内仍不支付租金的，出租人可以请求支付全部租金；也可以解除合同，收回租赁物。

**第七百五十三条 【出租人解除融资租赁合同】**承租人未经出租人同意，将租赁物转让、抵押、质押、投资入股或者以其他方式处分的，出租人可以解除融资租赁合同。

**第七百五十四条 【出租人或承租人解除融资租赁合同】**有下列情形之一的，出租人或者承租人可以解除融资租赁合同：

(一)出租人与出卖人订立的买卖合同解除、被确认无效或者被撤销，且未能重新订立买卖合同；

(二)租赁物因不可归责于当事人的原因毁损、灭失，且不能修复或者确定替代物；

(三)因出卖人的原因致使融资租赁合同的目的不能实现。

**第七百五十五条 【承租人承担赔偿责任】**融资租赁合同因买卖合同解除、被确认无效或者被撤销而解除，出卖人、租赁物系由承租人选择的，出租人有权请求承租人赔偿相应损失；但是，因出租人原因致使买卖合同解除、被确认无效或者被撤销的除外。

出租人的损失已经在买卖合同解除、被确认无效或者被撤销时获得赔偿的，承租人不再承担相应的赔偿责任。

**第七百五十六条 【租赁物意外毁损灭失】**融资租赁合同因租赁物交付承租人后意外毁损、灭失等不可归责于当事人的原因解除的，出租人可以请求承租人按照租赁物折旧情况给予补偿。

**第七百五十七条 【租赁期限届满租赁物归属】**出租人和承租人可以约定租赁期限届满租赁物的归属；对租赁物的归属没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，租赁物的所有权归出租人。

**第七百五十八条 【租赁物价值返还及租赁物无法返还】**当事人约定租赁期限届满租赁物归承租人所有，承租人已经支付大部分租金，但是无力支付剩余租金，出租人因此解除合同收回租赁物，收回的租赁物的价值超过承租人欠付的租金以及其他费用的，承租人可以请求相应返还。

当事人约定租赁期限届满租赁物归出租人所有，因租赁物毁损、灭失或者附合、混合于他物致使承租人不能返还的，出租人有权请求承租人给予合理补偿。

**第七百五十九条 【支付象征性价款后租赁物归属】**当事人约定租赁期限届满，承租人仅需向出租人支付象征性价款的，视为约定的租金义务履行完毕后租赁物的所有权归承租人。

**第七百六十条 【融资租赁合同无效租赁物归属】**融资租赁合同无效，当事人就该情形下租赁物的归属有约定的，按照其约定；没有约定或者约定不明确的，租赁物应当返还出租人。但是，因承租人原因致使合同无效，出租人不请求返还或者返还后会显著降低租赁物效用的，租赁物的所有权归承租人，由承租人给予出租人合理补偿。

## **第十六章 保理合同**

**第七百六十一条 【保理合同定义】**保理合同是应收账款债权人将现有的或者将有的应收账款转让给保理人，保理人提供资金融通、应收账款管理或者催收、应收账款债务人付款担保等服务的合同。

**第七百六十二条 【保理合同内容和形式】**保理合同的内容一般包括业务类型、服务范围、服务期限、基础交易合同情况、应收账款信息、保理融资款或者服务报酬及其支付方式等条款。

保理合同应当采用书面形式。

**第七百六十三条 【虚构应收账款的法律后果】**应收账款债权人与债务人虚构应收账款作为转让标的，与保理人订立保理合同的，应收账款债务人不得以应收账款不存在为由对抗保理人，但是保理人明知虚构的除外。

**第七百六十四条 【保理人表明身份义务】**保理人向应收账款债务人发出应收账款转让通知的，应当表明保理人身份并附有必要凭证。

**第七百六十五条 【无正当理由变更或者终止基础交易合同行为对保理人的效力】**应收账款债务人接到应收账款转让通知后，应收账款债权人与债务人无正当理由协商变更或者终止基础交易合同，对保理人产生不利影响的，对保理人不发生效力。

**第七百六十六条 【有追索权保理】**当事人约定有追索权保理的，保理人可以向应收账款债权人主张返还保理融资款本息或者回购应收账款债权，也可以向应收账款债务人主张应收账款债权。保理人向应收账款债务人主张应收账款债权，在扣除保理融资款本息和相关费用后有剩余的，剩余部分应当返还给应收账款债权人。

**第七百六十七条 【无追索权保理】**当事人约定无追索权保理的，保理人应当向应收账款债务人主张应收账款债权，保理人取得超过保理融资款本息和相关费用的部分，无需向应收账款债权人返还。

**第七百六十八条 【多重保理的清偿顺序】**应收账款债权人就同一应收账款订立多个保理合同，致使多个保理人主张权利的，已经登记的先于未登记的取得应收账款；均已经登记的，按照登记时间的先后顺序取得应收账款；均未登记的，由最先到达应收账款债务人的转让通知中载明的保理人取得应收账款；既未登记也未通知的，按照保理融资款或者服务报酬的比例取得应收账款。

**第七百六十九条 【适用债权转让规定】**本章没有规定的，适用本编第六章债权转让的有关规定。

## 第十七章 承揽合同

**第七百七十条 【承揽合同定义和承揽主要类型】**承揽合同是承揽人按照定作人的要求完成工作，交付工作成果，定作人支付报酬的合同。

承揽包括加工、定作、修理、复制、测试、检验等工作。

**第七百七十一条 【承揽合同主要内容】**承揽合同的内容一般包括承揽的标的、数量、质量、报酬，承揽方式，材料的提供，履行期限，验收标准和方法等条款。

**第七百七十二条 【承揽工作主要完成人】**承揽人应当以自己的设备、技术和劳力，完成主要工作，但是当事人另有约定的除外。

承揽人将其承揽的主要工作交由第三人完成的，应当就该第三人完成的工作成果向定作人负责；未经定作人同意的，定作人也可以解除合同。

**Article 773: 【承揽辅助工作转交】**承揽人可以将其承揽的辅助工作交由第三人完成。承揽人将其承揽的辅助工作交由第三人完成的，应当就该第三人完成的工作成果向定作人负责。

**Article 774: 【承揽人提供材料时的义务】**承揽人提供材料的，应当按照约定选用材料，并接受定作人检验。

**Article 775: 【定作人提供材料时双方当事人的义务】**定作人提供材料的，应当按照约定提供材料。承揽人对定作人提供的材料应当及时检验，发现不符合约定时，应当及时通知定作人更换、补齐或者采取其他补救措施。

承揽人不得擅自更换定作人提供的材料，不得更换不需要修理的零部件。

**Article 776: 【定作人要求不合理时双方当事人的义务】**承揽人发现定作人提供的图纸或者技术要求不合理的，应当及时通知定作人。因定作人怠于答复等原因造成承揽人损失的，应当赔偿损失。

**Article 777: 【定作人变更工作要求的法律后果】**定作人中途变更承揽工作的要求，造成承揽人损失的，应当赔偿损失。

**Article 778: 【定作人协助义务】**承揽工作需要定作人协助的，定作人有协助的义务。定作人不履行协助义务致使承揽工作不能完成的，承揽人可以催告定作人在合理期限内履行义务，并可以顺延履行期限；定作人逾期不履行的，承揽人可以解除合同。

**Article 779: 【定作人监督检查】**承揽人在工作期间，应当接受定作人必要的监督检查。定作人不得因监督检查妨碍承揽人的正常工作。

**Article 780: 【承揽人工作成果交付】**承揽人完成工作的，应当向定作人交付工作成果，并提交必要的技术资料和有关质量证明。定作人应当验收该工作成果。

**Article 781: 【工作成果不符合质量要求时的违约责任】**承揽人交付的工作成果不符合质量要求的，定作人可以合理选择请求承揽人承担修理、重作、减少报酬、赔偿损失等违约责任。

**Article 782: 【定作人支付报酬的期限】**定作人应当按照约定的期限支付报酬。对支付报酬的期限没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，定作人应当在承揽人交付工作成果时支付；工作成果部分交付的，定作人应当相应支付。

**Article 783: 【定作人未履行付款义务时承揽人权利】**定作人未向承揽人支付报酬或者材料费等价款的，承揽人对完成的工作成果享有留置权或者有权拒绝交付，但是当事人另有约定的除外。

**Article 784: 【承揽人保管义务】**承揽人应当妥善保管定作人提供的材料以及完成的工作成果，因保管不善造成毁损、灭失的，应当承担赔偿责任。

**Article 785: 【承揽人保密义务】**承揽人应当按照定作人的要求保守秘密，未经定作人许可，不得留存复制品或者技术资料。

**Article 786: 【共同承揽人连带责任】**共同承揽人对定作人承担连带责任，但是当事人另有约定的除外。

**Article 787: 【定作人任意解除权】**定作人在承揽人完成工作前可以随时解除合同，造成承揽人损失的，应当赔偿损失。

## **Chapter XVII: Construction Project Contracts**

**Article 788: 【建设工程合同定义和种类】**建设工程合同是承包人进行工程建设，发包人支付价款的合同。

建设工程合同包括工程勘察、设计、施工合同。

**Article 789: 【建设工程合同的形式】**建设工程合同应当采用书面形式。

**Article 790: 【建设工程招标投标活动的原则】**建设工程的招标投标活动，应当依照有关法律的规定公开、公平、公正进行。

**Article 791: 【建设工程的发包、承包、分包】**发包人可以与总承包人订立建设工程合同，也可以分别与勘察人、设计人、施工人订立勘察、设计、施工承包合同。发包人不得将应当由一个承包人完成的建设工程支解成若干部分发包给数个承包人。

总承包人或者勘察、设计、施工承包人经发包人同意，可以将自己承包的部分工作交由第三人完成。第三人就其完成的工作成果与总承包人或者勘察、设计、施工承包人向发包人承担连带责任。

。 **承包人不得将其承包的全部建设工程转包给第三人或者将其承包的全部建设工程支解以后以分包的名义分别转包给第三人。**

**禁止承包人将工程分包给不具备相应资质条件的单位。禁止分包单位将其承包的工程再分包。建设工程主体结构的施工必须由承包人自行完成。**

**Article 792: 【订立国家重大建设工程合同】**国家重大建设工程合同，应当按照国家规定的程序和国家批准的投资计划、可行性研究报告等文件订立。

**Article 793: 【建设工程合同无效、验收不合格的处理】**建设工程施工合同无效，但是建设工程经验收合格的，可以参照合同关于工程价款的约定折价补偿**承包人**。

建设工程施工合同无效，且建设工程经验收不合格的，按照以下情形处理：

(一)修复后的建设工程经验收合格的，发包人可以请求承包人承担修复费用；

(二)修复后的建设工程经验收不合格的，承包人无权请求参照合同关于工程价款的约定折价补偿。

发包人对因建设工程不合格造成的损失有过错的，应当承担相应的责任。

**Article 794: 【勘察、设计合同的内容】**勘察、设计合同的内容一般包括提交有关基础资料和概预算等文件的期限、质量要求、费用以及其他协作条件等条款。

**Article 795: 【施工合同的内容】**施工合同的内容一般包括工程范围、建设工期、中间交工工程的开工和竣工时间、工程质量、工程造价、技术资料交付时间、材料和设备供应责任、拨款和结算、竣工验收、质量保修范围和质量保证期、相互协作等条款。

**Article 796: 【建设工程监理】**建设工程实行监理的，发包人应当与监理人采用书面形式订立委托监理合同。发包人与监理人的权利和义务以及法律责任，应当依照本编委托合同以及其他有关法律、行政法规的规定。

**Article 797: 【发包人的检查权】**发包人在不妨碍承包人正常作业的情况下，可以随时对作业进度、质量进行检查。

**Article 798: 【隐蔽工程】**隐蔽工程在隐蔽以前，承包人应当通知发包人检查。发包人没有及时检查的，承包人可以顺延工程日期，并有权请求赔偿停工、窝工等损失。

**Article 799: 【建设工程的竣工验收】**建设工程竣工后，发包人应当根据施工图纸及说明书、国家颁发的施工验收规范和质量检验标准及时进行验收。验收合格的，发包人应当按照约定支付价款，并接收该建设工程。

建设工程竣工经验收合格后，方可交付使用；未经验收或者验收不合格的，不得交付使用。

**Article 800: 【勘察人、设计人对勘察、设计的责任】**勘察、设计的质量不符合要求或者未按照期限提交勘察、设计文件拖延工期，造成发包人损失的，勘察人、设计人应当继续完善勘察、设计，减收或者免收勘察、设计费并赔偿损失。

**Article 801: 【施工人对建设工程质量承担的民事责任】**因施工人的原因致使建设工程质量不符合约定的，发包人有权请求施工人在合理期限内无偿修理或者返工、改建。经过修理或者返工、改建后，造成逾期交付的，施工人应当承担违约责任。

**Article 802: 【合理使用期限内质量保证责任】**因承包人的原因致使建设工程在合理使用期限内造成人身损害和财产损失的，承包人应当承担赔偿责任。

**Article 803: 【发包人未按约定的时间和要求提供相关物资的违约责任】**发包人未按照约定的时间和要求提供原材料、设备、场地、资金、技术资料的，承包人可以顺延工程日期，并有权请求赔偿停工、窝工等损失。

**Article 804: 【因发包人原因造成工程停建、缓建所应承担的责任】**因发包人的原因致使工程中途停建、缓建的，发包人应当采取措施弥补或者减少损失，赔偿承包人因此造成的停工、窝工、倒运、机械设备调迁、材料和构件积压等损失和实际费用。

**Article 805: 【因发包人原因造成勘察、设计的返工、停工或者修改设计所应承担的责任】**因发包人变更计划，提供的资料不准确，或者未按照期限提供必需的勘察、设计工作条件而造成勘察、设计的返工、停工或者修改设计，发包人应当按照勘察人、设计人实际消耗的工作量增付费用。

**Article 806: 【合同解除及后果处理的规定】**承包人将建设工程转包、违法分包的，发包人可以解除合同。

发包人提供的主要建筑材料、建筑构配件和设备不符合强制性标准或者不履行协助义务，致使承包人无法施工，经催告后在合理期限内仍未履行相应义务的，承包人可以解除合同。

合同解除后，已经完成的建设工程质量合格的，发包人应当按照约定支付相应的工程价款；已经完成的建设工程质量不合格的，参照本法第七百九十三条的规定处理。

**Article 807: 【发包人未支付工程价款的责任】**发包人未按照约定支付价款的，承包人可以催告发包人在合理期限内支付价款。发包人逾期不支付的，除根据建设工程的性质不宜折价、拍卖外，承包人可以与发包人协议将该工程折价，也可以请求人民法院将该工程依法拍卖。建设工程的价款就该工程折价或者拍卖的价款优先受偿。

**Article 808: 【适用承揽合同】**本章没有规定的，适用承揽合同的有关规定。

## **Chapter XIX : Transport Contracts**

### **Section 1: Ordinary Provisions**

**Article 809: 【运输合同定义】**运输合同是承运人将旅客或者货物从起运地点运输到约定地点，旅客、托运人或者收货人支付票款或者运输费用的合同。

**Article 810: 【承运人强制缔约义务】**从事公共运输的承运人不得拒绝旅客、托运人通常、合理的运输要求。

**Article 811: 【承运人安全运输义务】**承运人应当在约定期限或者合理期限内将旅客、货物安全运输到约定地点。

**Article 812: 【承运人合理运输义务】**承运人应当按照约定的或者通常的运输路线将旅客、货物运输到约定地点。

**Article 813: 【支付票款或者运输费用】**旅客、托运人或者收货人应当支付票款或者运输费用。承运人未按照约定路线或者通常路线运输增加票款或者运输费用的，旅客、托运人或者收货人可以拒绝支付增加部分的票款或者运输费用。

## Section 2: Passenger Transportation Contracts

**Article 814: 【客运合同成立时间】** 客运合同自承运人向旅客出具客票时成立，但是当事人另有约定或者另有交易习惯的除外。

**Article 815: 【旅客乘运义务的一般规定】** 旅客应当按照有效客票记载的时间、班次和座位号乘坐。旅客无票乘坐、超程乘坐、越级乘坐或者持不符合减价条件的优惠客票乘坐的，应当补交票款，承运人可以按照规定加收票款；旅客不支付票款的，承运人可以拒绝运输。

实名制客运合同的旅客丢失客票的，可以请求承运人挂失补办，承运人不得再次收取票款和其他不合理费用。

**Article 816: 【旅客办理退票或者变更乘运手续】** 旅客因自己的原因不能按照客票记载的时间乘坐的，应当在约定的期限内办理退票或者变更手续；逾期办理的，承运人可以不退票款，并不再承担运输义务。

**Article 817: 【行李携带及托运要求】** 旅客随身携带行李应当符合约定的限量和品类要求；超过限量或者违反品类要求携带行李的，应当办理托运手续。

**Art. 818. 【禁止旅客携带危险物品、违禁物品】** 旅客不得随身携带或者在行李中夹带易燃、易爆、有毒、有腐蚀性、有放射性以及可能危及运输工具上人身和财产安全的危险物品或者违禁物品。

旅客违反前款规定的，承运人可以将危险物品或者违禁物品卸下、销毁或者送交有关部门。旅客坚持携带或者夹带危险物品或者违禁物品的，承运人应当拒绝运输。

**Art. 819. 【承运人的告知义务和旅客的协助义务】** 承运人应当严格履行安全运输义务，及时告知旅客安全运输应当注意的事项。旅客对承运人为安全运输所作的合理安排应当积极协助和配合。

**Art. 820. 【承运人按照约定运输的义务】** 承运人应当按照有效客票记载的时间、班次和座位号运输旅客。承运人迟延运输或者有其他不能正常运输情形的，应当及时告知和提醒旅客，采取必要的安置措施，并根据旅客的要求安排改乘其他班次或者退票；由此造成旅客损失的，承运人应当承担赔偿责任，但是不可归责于承运人的除外。

**第八百二十一条 【承运人擅自降低或者提高服务标准的后果】** 承运人擅自降低服务标准的，应当根据旅客的请求退票或者减收票款；提高服务标准的，不得加收票款。

**Article 822: 【承运人救助义务】** 承运人在运输过程中，应当尽力救助患有急病、分娩、遇险的旅客。

**Article 823: 【旅客人身伤亡责任】** 承运人应当对运输过程中旅客的伤亡承担赔偿责任；但是，伤亡是旅客自身健康原因造成的或者承运人证明伤亡是旅客故意、重大过失造成的除外。

前款规定适用于按照规定免票、持优待票或者经承运人许可搭乘的无票旅客。

**Article 824: 【旅客随身携带物品毁损、灭失的责任承担】** 在运输过程中旅客随身携带物品毁损、灭失，承运人有过错的，应当承担赔偿责任。

旅客托运的行李毁损、灭失的，适用货物运输的有关规定。

## Section 3: Freight Contract

**Article 825: 【托运人如实申报义务】** 托运人办理货物运输，应当向承运人准确表明收货人的姓名、名称或者凭指示的收货人，货物的名称、性质、重量、数量，收货地点等有关货物运输的必要情况。

因托运人申报不实或者遗漏重要情况，造成承运人损失的，托运人应当承担赔偿责任。

**Article 826: 【托运人提交有关文件义务】** 货物运输需要办理审批、检验等手续的，托运人应当将办理完有关手续的文件提交承运人。

**Article 827: 【托运人货物包装义务】** 托运人应当按照约定的方式包装货物。对包装方式没有约定或者约定不明确的，适用本法Article 619:的规定。

托运人违反前款规定的，承运人可以拒绝运输。

**Article 828: 【运输危险货物】** 托运人托运易燃、易爆、有毒、有腐蚀性、有放射性等危险物品的，应当按照国家有关危险物品运输的规定对危险物品妥善包装，做出危险物品标志和标签，并将有关危险物品的名称、性质和防范措施的书面材料提交承运人。

托运人违反前款规定的，承运人可以拒绝运输，也可以采取相应措施以避免损失的发生，因此产生的费用由托运人负担。

**Article 829: 【托运人变更或者解除运输合同权利】** 在承运人将货物交付收货人之前，托运人可以要求承运人中止运输、返还货物、变更到达地或者将货物交给其他收货人，但是应当赔偿承运人因此受到的损失。

**Article 830: 【提货】** 货物运输到达后，承运人知道收货人的，应当及时通知收货人，收货人应当及时提货。收货人逾期提货的，应当向承运人支付保管费等费用。

**Article 831: 【收货人检验货物】** 收货人提货时应当按照约定的期限检验货物。对检验货物的期限没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，应当在合理期限内检验货物。收货人在约定的期限或者合理期限内对货物的数量、毁损等未提出异议的，视为承运人已经按照运输单证的记载交付的初步证据。

**Article 832: 【运输过程中货物毁损、灭失的责任承担】** 承运人对运输过程中货物的毁损、灭失承担赔偿责任。但是，承运人证明货物的毁损、灭失是因不可抗力、货物本身的自然性质或者合理损耗以及托运人、收货人的过错造成的，不承担赔偿责任。

**Article 833: 【确定货物赔偿额】** 货物的毁损、灭失的赔偿额，当事人有约定的，按照其约定；没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，按照交付或者应当交付时货物到达地的市场价格计算。法律、行政法规对赔偿额的计算方法和赔偿限额另有规定的，依照其规定。

**Article 834: 【相继运输】** 两个以上承运人以同一运输方式联运的，与托运人订立合同的承运人应当对全程运输承担责任；损失发生在某一运输区段的，与托运人订立合同的承运人和该区段的承运人承担连带责任。

**第八百三十五条 【货物因不可抗力灭失的运费处理】** 货物在运输过程中因不可抗力灭失，未收取运费的，承运人不得请求支付运费；已经收取运费的，托运人可以请求返还。 Where the law provides otherwise, follow those provisions.



**第八百三十六条 【承运人留置权】** 托运人或者收货人不支付运费、保管费或者其他费用的，承运人对相应的运输货物享有留置权，但是当事人另有约定的除外。

**第八百三十七条 【承运人提存货物】** 收货人不明或者收货人无正当理由拒绝受领货物的，承运人依法可以提存货物。

#### 第四节 多式联运合同

**第八百三十八条 【多式联运经营人应当负责履行或者组织履行合同】** 多式联运经营人负责履行或者组织履行多式联运合同，对全程运输享有承运人的权利，承担承运人的义务。

**第八百三十九条 【多式联运合同责任制度】** 多式联运经营人可以与参加多式联运的各区段承运人就多式联运合同的各区段运输约定相互之间的责任；但是，该约定不影响多式联运经营人对全程运输承担的义务。

**第八百四十条 【多式联运单据】** 多式联运经营人收到托运人交付的货物时，应当签发多式联运单据。按照托运人的要求，多式联运单据可以是可转让单据，也可以是不可转让单据。

**第八百四十一条 【托运人承担过错责任】** 因托运人托运货物时的过错造成多式联运经营人损失的，即使托运人已经转让多式联运单据，托运人仍然应当承担赔偿责任。

**第八百四十二条 【多式联运经营人赔偿责任的法律适用】** 货物的毁损、灭失发生于多式联运的某一运输区段的，多式联运经营人的赔偿责任和责任限额，适用调整该区段运输方式的有关法律规定；货物毁损、灭失发生的运输区段不能确定的，依照本章规定承担赔偿责任。

## 第二十章 技术合同

### Section 1: Ordinary Provisions

**第八百四十三条 【技术合同定义】** 技术合同是当事人就技术开发、转让、许可、咨询或者服务订立的确立相互之间权利和义务的合同。

**第八百四十四条 【技术合同订立的目的】** 订立技术合同，应当有利于知识产权的保护和科学技术的进步，促进科学技术成果的研发、转化、应用和推广。

**第八百四十五条 【技术合同主要条款】** 技术合同的内容一般包括项目的名称，标的的内容、范围和要求，履行的计划、地点和方式，技术信息和资料的保密，技术成果的归属和收益的分配办法，验收标准和方法，名词和术语的解释等条款。

与履行合同有关的技术背景资料、可行性论证和技术评价报告、项目任务书和计划书、技术标准、技术规范、原始设计和工艺文件，以及其他技术文档，按照当事人的约定可以作为合同的组成部分。

技术合同涉及专利的，应当注明发明创造的名称、专利申请人和专利权人、申请日期、申请号、专利号以及专利权的有效期限。

**第八百四十六条 【技术合同价款、报酬及使用费】** 技术合同价款、报酬或者使用费的支付方式由当事人约定，可以采取一次总算、一次总付或者一次总算、分期支付，也可以采取提成支付或者提成支付附加预付入门费的方式。

约定提成支付的，可以**按照**产品价格、实施专利和使用技术秘密后新增的产值、利润或者产品销售额的一定比例提成，也可以按照约定的其他方式计算。**提成支付的比例可以采取固定比例、逐年递增比例或者逐年递减比例。**

约定提成支付的，当事人可以约定查阅有关会计账目的办法。

**第八百四十七条 【职务技术成果的财产权权属】**职务技术成果的使用权、转让权属于法人或者非法人组织的，法人或者非法人组织可以就该项职务技术成果订立技术合同。**法人或者非法人组织**订立技术合同转让职务技术成果时，职务技术成果的完成人享有以同等条件优先受让的权利。

职务技术成果是执行**法人或者非法人组织**的工作任务，或者主要是利用法人或者非法人组织的物质技术条件所完成的技术成果。

**第八百四十八条 【非职务技术成果的财产权权属】**非职务技术成果的使用权、转让权属于完成技术成果的个人，完成技术成果的个人可以就该项非职务技术成果订立技术合同。

**第八百四十九条 【技术成果的人身权归属】**完成技术成果的个人享有在有关技术成果文件上写明自己是技术成果完成者的权利和取得荣誉证书、奖励的权利。

**第八百五十条 【技术合同无效】**非法垄断技术或者侵害他人技术成果的技术合同无效。

## 第二节 技术开发合同

**第八百五十一条 【技术开发合同定义及合同形式】**技术开发合同是当事人之间就新技术、新产品、新工艺、新品种或者新材料及其系统的研究开发所订立的合同。

技术开发合同包括委托开发合同和合作开发合同。

技术开发合同应当采用书面形式。

当事人之间就具有实用价值的科技成果实施转化订立的合同，参照适用技术开发合同的有关规定。

**第八百五十二条 【委托开发合同的委托人义务】**委托开发合同的委托人应当按照约定支付研究开发经费和报酬，提供技术资料，提出研究开发要求，完成协作事项，接受研究开发成果。

**第八百五十三条 【委托开发合同的研究开发人义务】**委托开发合同的研究开发人应当按照约定制定和实施研究开发计划，合理使用研究开发经费，按期完成研究开发工作，交付研究开发成果，提供有关的技术资料和必要的技术指导，帮助委托人掌握研究开发成果。

**第八百五十四条 【委托开发合同的违约责任】**委托开发合同的当事人违反约定造成研究开发工作停滞、延误或者失败的，应当承担违约责任。

**第八百五十五条 【合作开发合同的当事人主要义务】**合作开发合同的当事人应当按照约定进行投资，包括以技术进行投资，分工参与研究开发工作，协作配合研究开发工作。

**第八百五十六条 【合作开发合同的违约责任】**合作开发合同的当事人违反约定造成研究开发工作停滞、延误或者失败的，应当承担违约责任。

**第八百五十七条 【技术开发合同解除】**作为技术开发合同标的的技术已经由他人公开，致使技术开发合同的履行没有意义的，当事人可以解除合同。

**第八百五十八条 【技术开发合同风险负担及通知义务】**技术开发合同履行过程中，因出现无法克服的技术困难，致使研究开发失败或者部分失败的，该风险由当事人约定；没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，风险由当事人合理分担。

当事人一方发现前款规定的可能致使研究开发失败或者部分失败的情形时，应当及时通知另一方并采取适当措施减少损失；没有及时通知并采取适当措施，致使损失扩大的，应当就扩大的损失承担责任。

**第八百五十九条 【委托开发合同的技术成果归属】**委托开发完成的发明创造，除法律另有规定或者当事人另有约定外，申请专利的权利属于研究开发人。研究开发人取得专利权的，委托人可以依法实施该专利。

研究开发人转让专利申请权的，委托人享有以同等条件优先受让的权利。

**第八百六十条 【合作开发合同的技术成果归属】**合作开发完成的发明创造，申请专利的权利属于合作开发的当事人共有；当事人一方转让其共有的专利申请权的，其他各方享有以同等条件优先受让的权利。但是，当事人另有约定的除外。

合作开发的当事人一方声明放弃其共有的专利申请权的，除当事人另有约定外，可以由另一方单独申请或者由其他各方共同申请。申请人取得专利权的，放弃专利申请权的一方可以免费实施该专利。

合作开发的当事人一方不同意申请专利的，另一方或者其他各方不得申请专利。

**第八百六十一条 【技术秘密成果归属与分享】**委托开发或者合作开发完成的技术秘密成果的使用权、转让权以及收益的分配办法，由当事人约定；没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，在没有相同技术方案被授予专利权前，当事人均有使用和转让的权利。但是，委托开发的研究开发人不得在向委托人交付研究开发成果之前，将研究开发成果转让给第三人。

### 第三节 技术转让合同和技术许可合同

**第八百六十二条 【技术转让合同和技术许可合同定义】**技术转让合同是合法拥有技术的权利人，将现有特定的专利、专利申请、技术秘密的相关权利让与他人所订立的合同。

技术许可合同是合法拥有技术的权利人，将现有特定的专利、技术秘密的相关权利许可他人实施、使用所订立的合同。

技术转让合同和技术许可合同中关于提供实施技术的专用设备、原材料或者提供有关的技术咨询、技术服务的约定，属于合同的组成部分。

**第八百六十三条 【技术转让合同和技术许可合同类型和形式】**技术转让合同包括专利权转让、专利申请权转让、技术秘密转让等合同。

技术许可合同包括专利实施许可、技术秘密使用许可等合同。

技术转让合同和技术许可合同应当采用书面形式。

**第八百六十四条 【技术转让合同和技术许可合同的限制性条款】**技术转让合同和技术许可合同可以约定实施专利或者使用技术秘密的范围，但是不得限制技术竞争和技术发展。

**第八百六十五条 【专利实施许可合同限制】**专利实施许可合同仅在该专利权的存续期限内有效。专利权有效期限届满或者专利权被宣告无效的，专利权人不得就该专利与他人订立专利实施许可合同。

**第八百六十六条 【专利实施许可合同许可人主要义务】**专利实施许可合同的许可人应当按照约定许可被许可人实施专利，交付实施专利有关的技术资料，提供必要的技术指导。

**第八百六十七条 【专利实施许可合同被许可人主要义务】**专利实施许可合同的被许可人应当按照约定实施专利，不得许可约定以外的**第三人实施该专利，并按照约定支付使用费**。

**第八百六十八条 【技术秘密让与人和许可人主要义务】**技术秘密转让合同的让与人和技术秘密使用许可合同的许可人应当按照约定提供技术资料，进行技术指导，保证技术的实用性、可靠性，承担保密义务。

前款规定的保密义务，不限制许可人申请专利，但是当事人另有约定的除外。

**第八百六十九条 【技术秘密受让人和被许可人主要义务】**技术秘密转让合同的受让人和技术秘密使用许可合同的被许可人应当按照约定使用技术，支付转让费、使用费，承担保密义务。

**第八百七十条 【技术转让合同让与人和技术许可合同许可人保证义务】**技术转让合同的让与人和技术许可合同的许可人应当保证自己是所提供的技术的合法拥有者，并保证所提供的技术完整、无误、有效，能够达到约定的目标。

**第八百七十一条 【技术转让合同受让人和技术许可合同被许可人保密义务】**技术转让合同的受让人和技术许可合同的被许可人应当按照约定的范围和期限，对让与人、许可人提供的技术中尚未公开的秘密部分，承担保密义务。

**第八百七十二条 【许可人和让与人违约责任】**许可人未按照约定许可技术的，应当返还部分或者全部使用费，并应当承担违约责任；**实施专利或者使用技术秘密超越约定的范围的，违反约定擅自许可第三人实施该项专利或者使用该技术秘密的，应当停止违约行为，承担违约责任；违反约定的保密义务的，应当承担违约责任。**

让与人承担违约责任，参照适用前款规定。

**第八百七十三条 【被许可人和受让人违约责任】**被许可人未按照约定支付使用费的，应当补交使用费并按照约定支付违约金；不补交使用费或者支付违约金的，应当停止实施专利或者使用技术秘密，交还技术资料，承担违约责任；**实施专利或者使用技术秘密超越约定的范围的，未经许可人同意擅自许可第三人实施该专利或者使用该技术秘密的，应当停止违约行为，承担违约责任；违反约定的保密义务的，应当承担违约责任。**

受让人承担违约责任，参照适用前款规定。

**第八百七十四条 【受让人和被许可人侵权责任】**受让人或者被许可人按照约定实施专利、使用技术秘密侵害他人合法权益的，由让与人或者许可人承担责任，但是当事人另有约定的除外。

**第八百七十五条 【后续技术成果的归属与分享】**当事人可以按照互利的原则，在合同中约定实施专利、使用技术秘密后续改进的技术成果的分享办法；没有约定或者约定不明确，依据本法**Article 510:**的规定仍不能确定的，一方后续改进的技术成果，其他各方无权分享。

**第八百七十六条 【其他知识产权的转让和许可】**集成电路布图设计专有权、植物新品种权、计算机软件著作权等其他知识产权的转让和许可，参照适用本节的有关规定。

**第八百七十七条 【技术进出口合同或者专利、专利申请合同法律适用】**法律、行政法规对技术进出口合同或者专利、专利申请合同另有规定的，依照其规定。

#### **第四节 技术咨询合同和技术服务合同**

**第八百七十八条 【技术咨询合同和技术服务合同定义】**技术咨询合同是当事人一方以技术知识为对方就特定技术项目提供可行性论证、技术预测、专题技术调查、分析评价报告等所订立的合同。

技术服务合同是当事人一方以技术知识为对方解决特定技术问题所订立的合同，不包括承揽合同和建设工程合同。

**第八百七十九条 【技术咨询合同委托人义务】**技术咨询合同的委托人应当按照约定阐明咨询的问题，提供技术背景材料及有关技术资料，接受受托人的工作成果，支付报酬。

**第八百八十条 【技术咨询合同受托人义务】**技术咨询合同的受托人应当按照约定的期限完成咨询报告或者解答问题，提出的咨询报告应当达到约定的要求。

**第八百八十一条 【技术咨询合同的违约责任】**技术咨询合同的委托人未按照约定提供必要的资料，影响工作进度和质量，不接受或者逾期接受工作成果的，支付的报酬不得追回，未支付的报酬应当支付。

技术咨询合同的受托人未按期提出咨询报告或者提出的咨询报告不符合约定的，应当承担减收或者免收报酬等违约责任。

技术咨询合同的委托人按照受托人符合约定要求的咨询报告和意见作出决策所造成的损失，由委托人承担，但是当事人另有约定的除外。

**第八百八十二条 【技术服务合同委托人义务】**技术服务合同的委托人应当按照约定提供工作条件，完成配合事项，接受工作成果并支付报酬。

**第八百八十三条 【技术服务合同受托人义务】**技术服务合同的受托人应当按照约定完成服务项目，解决技术问题，保证工作质量，并传授解决技术问题的知识。

**第八百八十四条 【技术服务合同的违约责任】**技术服务合同的委托人不履行合同义务或者履行合同义务不符合约定，影响工作进度和质量，不接受或者逾期接受工作成果的，支付的报酬不得追回，未支付的报酬应当支付。

技术服务合同的受托人未按照约定完成服务工作的，应当承担免收报酬等违约责任。

**第八百八十五条 【创新技术成果归属】**技术咨询合同、技术服务合同履行过程中，受托人利用委托人提供的技术资料和工作条件完成的新的技术成果，属于受托人。委托人利用受托人的工作成果完成的新的技术成果，属于委托人。Where the parties have agreed otherwise, follow those agreements.

**第八百八十六条 【工作费用的负担】**技术咨询合同和技术服务合同对受托人正常开展工作所需费用的负担没有约定或者约定不明确的，由受托人负担。

**第八百八十七条 【技术中介合同和技术培训合同法律适用】**法律、行政法规对技术中介合同、技术培训合同另有规定的，依照其规定。

#### **第二十一章 保管合同**

**第八百八十八条 【保管合同定义】**保管合同是保管人保管寄存人交付的保管物，并返还该物的合同。

寄存人到保管人处从事购物、就餐、住宿等活动，将物品存放在指定场所的，视为保管，但是当事人另有约定或者另有交易习惯的除外。

**第八百八十九条 【保管费】**寄存人应当按照约定向保管人支付保管费。

当事人对保管费没有约定或者约定不明确，依据本法的规定仍不能确定的，视为无偿保管。

**第八百九十条 【保管合同成立时间】**保管合同自保管物交付时成立，但是当事人另有约定的除外。

**第八百九十一条 【保管人出具保管凭证义务】**寄存人向保管人交付保管物的，保管人应当出具保管凭证，但是另有交易习惯的除外。

**第八百九十二条 【保管人妥善保管义务】**保管人应当妥善保管保管物。

当事人可以约定保管场所或者方法。除紧急情况或者为维护寄存人利益外，不得擅自改变保管场所或者方法。

**第八百九十三条 【寄存人告知义务】**寄存人交付的保管物有瑕疵或者根据保管物的性质需要采取特殊保管措施的，寄存人应当将有关情况告知保管人。寄存人未告知，致使保管物受损失的，保管人不承担赔偿责任；保管人因此受损失的，除保管人知道或者应当知道且未采取补救措施外，寄存人应当承担赔偿责任。

**第八百九十四条 【保管人亲自保管保管物义务】**保管人不得将保管物转交第三人保管，但是当事人另有约定的除外。

保管人违反前款规定，将保管物转交第三人保管，造成保管物损失的，应当承担赔偿责任。

**第八百九十五条 【保管人不得使用或者许可他人使用保管物的义务】**保管人不得使用或者许可第三人使用保管物，但是当事人另有约定的除外。

**第八百九十六条 【保管人返还保管物及通知寄存人的义务】**第三人对保管物主张权利的，除依法对保管物采取保全或者执行措施外，保管人应当履行向寄存人返还保管物的义务。

第三人对保管人提起诉讼或者对保管物申请扣押的，保管人应当及时通知寄存人。

**第八百九十七条 【保管人赔偿责任】**保管期内，因保管人保管不善造成保管物毁损、灭失的，保管人应当承担赔偿责任。但是，无偿保管人证明自己没有故意或者重大过失的，不承担赔偿责任。

**第八百九十八条 【寄存人声明义务】**寄存人寄存货币、有价证券或者其他贵重物品的，应当向保管人声明，由保管人验收或者封存；寄存人未声明的，该物品毁损、灭失后，保管人可以按照一般物品予以赔偿。

**第八百九十九条 【领取保管物】**寄存人可以随时领取保管物。

当事人对保管期限没有约定或者约定不明确的，保管人可以随时请求寄存人领取保管物；约定保管期限的，保管人无特别事由，不得请求寄存人提前领取保管物。

**第九百条 【返还保管物及其孳息】**保管期限届满或者寄存人提前领取保管物的，保管人应当将原物及其孳息归还寄存人。

**第九百零一条 【消费保管合同】**保管人保管货币的，可以返还相同种类、数量的货币；保管其他可替代物的，可以按照约定返还相同种类、品质、数量的物品。

**第九百零二条 【保管费支付期限】**有偿的保管合同，寄存人应当按照约定的期限向保管人支付保管费。

当事人对支付期限没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，应当在领取保管物的同时支付。

**第九百零三条 【保管人留置权】**寄存人未按照约定支付保管费或者其他费用的，保管人对保管物享有留置权，但是当事人另有约定的除外。

## **第二十二章 仓储合同**

**第九百零四条 【仓储合同定义】**仓储合同是保管人储存存货人交付的仓储物，存货人支付仓储费的合同。

**第九百零五条 【仓储合同成立时间】**仓储合同自保管人和存货人意思表示一致时成立。

**第九百零六条 【危险物品和易变质物品的储存】**储存易燃、易爆、有毒、有腐蚀性、有放射性等危险物品或者易变质物品的，存货人应当说明该物品的性质，提供有关资料。

存货人违反前款规定的，保管人可以拒收仓储物，也可以采取相应措施以避免损失的发生，因此产生的费用由存货人负担。

保管人储存易燃、易爆、有毒、有腐蚀性、有放射性等危险物品的，应当具备相应的保管条件。

**第九百零七条 【保管人验收义务以及损害赔偿】**保管人应当按照约定对入库仓储物进行验收。保管人验收时发现入库仓储物与约定不符合的，应当及时通知存货人。保管人验收后，发生仓储物的品种、数量、质量不符合约定的，保管人应当承担赔偿责任。

**第九百零八条 【保管人出具仓单、入库单义务】**存货人交付仓储物的，保管人应当出具仓单、入库单等凭证。

**第九百零九条 【仓单】**保管人应当在仓单上签名或者盖章。仓单包括下列事项：

(一)存货人的姓名或者名称和住所；

(二)仓储物的品种、数量、质量、包装及其件数和标记；

(三)仓储物的损耗标准；

(四)储存场所；

(五)储存期限；

(六)仓储费；

(七)仓储物已经办理保险的，其保险金额、期间以及保险人的名称；

(八)填发人、填发地和填发日期。

**第九百一十条 【仓单性质和转让】**仓单是提取仓储物的凭证。存货人或者仓单持有人在仓单上背书并经保管人签名或者盖章的，可以转让提取仓储物的权利。

**第九百一十一条 【存货人或者仓单持有人有权检查仓储物或者提取样品】**保管人根据存货人或者仓单持有人的要求，应当同意其检查仓储物或者提取样品。

**第九百一十二条 【保管人危险通知义务】**保管人发现入库仓储物有变质或者其他损坏的，应当及时通知存货人或者仓单持有人。

**第九百一十三条 【保管人危险催告义务和紧急处置权】**保管人发现入库仓储物有变质或者其他损坏，危及其他仓储物的安全和正常保管的，应当催告存货人或者仓单持有人作出必要的处置。因情况紧急，保管人可以作出必要的处置；但是，事后应当将该情况及时通知存货人或者仓单持有人。

**第九百一十四条 【储存期限不明确时仓储物提取】**当事人对储存期限没有约定或者约定不明确的，存货人或者仓单持有人可以随时提取仓储物，保管人也可以随时请求存货人或者仓单持有人提取仓储物，但是应当给予必要的准备时间。

**第九百一十五条 【储存期限届满仓储物提取】**储存期限届满，存货人或者仓单持有人应当凭仓单、入库单等提取仓储物。存货人或者仓单持有人逾期提取的，应当加收仓储费；提前提取的，不减收仓储费。

**第九百一十六条 【逾期提取仓储物】**储存期限届满，存货人或者仓单持有人不提取仓储物的，保管人可以催告其在合理期限内提取；逾期不提取的，保管人可以提存仓储物。

**第九百一十七条 【保管人的损害赔偿责任】**储存期内，因保管不善造成仓储物毁损、灭失的，保管人应当承担赔偿责任。因仓储物本身的自然性质、包装不符合约定或者超过有效储存期造成仓储物变质、损坏的，保管人不承担赔偿责任。

**第九百一十八条 【适用保管合同】**本章没有规定的，适用保管合同的有关规定。

## 第二十三章 委托合同

**第九百一十九条 【委托合同定义】**委托合同是委托人和受托人约定，由受托人处理委托人事务的合同。

**第九百二十条 【委托权限】**委托人可以特别委托受托人处理一项或者数项事务，也可以概括委托受托人处理一切事务。

**第九百二十一条 【委托费用的预付和垫付】**委托人应当预付处理委托事务的费用。受托人为处理委托事务垫付的必要费用，委托人应当偿还该费用并支付利息。



**第九百二十二条 【受托人应当按照委托人的指示处理委托事务】**受托人应当按照委托人的指示处理委托事务。需要变更委托人指示的，应当经委托人同意；因情况紧急，难以和委托人取得联系的，受托人应当妥善处理委托事务，但是事后应当将该情况及时报告委托人。

**第九百二十三条 【受托人亲自处理委托事务】**受托人应当亲自处理委托事务。经委托人同意，受托人可以转委托。转委托经同意或者追认的，委托人可以就委托事务直接指示转委托的第三人，受托人仅就第三人的选任及其对第三人的指示承担责任。转委托未经同意或者追认的，受托人应当对转委托的第三人的行为承担责任；但是，在紧急情况下受托人为了维护委托人的利益需要转委托第三人的除外。

**第九百二十四条 【受托人的报告义务】**受托人应当按照委托人的要求，报告委托事务的处理情况。委托合同终止时，受托人应当报告委托事务的结果。

**第九百二十五条 【委托人介入权】**受托人以自己的名义，在委托人的授权范围内与第三人订立的合同，第三人在订立合同时知道受托人与委托人之间的代理关系的，该合同直接约束委托人和第三人；但是，有确切证据证明该合同只约束受托人和第三人的除外。

**第九百二十六条 【委托人对第三人的权利和第三人选择权】**受托人以自己的名义与第三人订立合同时，第三人不知道受托人与委托人之间的代理关系的，受托人因第三人的原因对委托人不履行义务，受托人应当向委托人披露第三人，委托人因此可以行使受托人对第三人的权利。但是，第三人与受托人订立合同时如果知道该委托人就不会订立合同的除外。

受托人因委托人的原因对第三人不履行义务，受托人应当向第三人披露委托人，第三人因此可以选择受托人或者委托人作为相对人主张其权利，但是第三人不得变更选定的相对人。

委托人行使受托人对第三人的权利的，第三人可以向委托人主张其对受托人的抗辩。第三人选定委托人作为其相对人的，委托人可以向第三人主张其对受托人的抗辩以及受托人对第三人的抗辩。

**第九百二十七条 【受托人转移利益】**受托人处理委托事务取得的财产，应当转交给委托人。

**第九百二十八条 【委托人支付报酬】**受托人完成委托事务的，委托人应当按照约定向其支付报酬。

因不可归责于受托人的事由，委托合同解除或者委托事务不能完成的，委托人应当向受托人支付相应的报酬。Where the parties have agreed otherwise, follow those agreements.

**第九百二十九条 【受托人的赔偿责任】**有偿的委托合同，因受托人的过错造成委托人损失的，委托人可以请求赔偿损失。无偿的委托合同，因受托人的故意或者重大过失造成委托人损失的，委托人可以请求赔偿损失。

受托人超越权限造成委托人损失的，应当赔偿损失。

**第九百三十条 【委托人的赔偿责任】**受托人处理委托事务时，因不可归责于自己的事由受到损失的，可以向委托人请求赔偿损失。

**第九百三十一条 【委托人另行委托他人处理事务】**委托人经受托人同意，可以在受托人之外委托第三人处理委托事务。因此造成受托人损失的，受托人可以向委托人请求赔偿损失。

**第九百三十二条 【共同委托】**两个以上的受托人共同处理委托事务的，对委托人承担连带责任。

**第九百三十三条 【委托合同解除】** 委托人或者受托人可以随时解除委托合同。因解除合同造成对方损失的，除不可归责于该当事人的事由外，无偿委托合同的解除方应当赔偿因解除时间不当造成的直接损失，有偿委托合同的解除方应当赔偿对方的直接损失和合同履行后可以获得的利益。

**第九百三十四条 【委托合同终止】** 委托人死亡、终止或者受托人死亡、丧失民事行为能力、终止的，委托合同终止；但是，当事人另有约定或者根据委托事务的性质不宜终止的除外。

**第九百三十五条 【受托人继续处理委托事务】** 因委托人死亡或者被宣告破产、解散，致使委托合同终止将损害委托人利益的，在委托人的继承人、遗产管理人或者清算人承受委托事务之前，受托人应当继续处理委托事务。

**第九百三十六条 【受托人的继承人等的义务】** 因受托人死亡、丧失民事行为能力或者被宣告破产、解散，致使委托合同终止的，受托人的继承人、遗产管理人、法定代理人或者清算人应当及时通知委托人。因委托合同终止将损害委托人利益的，在委托人作出善后处理之前，受托人的继承人、遗产管理人、法定代理人或者清算人应当采取必要措施。

## **第二十四章 物业服务合同**

**第九百三十七条 【物业服务合同定义】** 物业服务合同是物业服务人在物业服务区域内，为业主提供建筑物及其附属设施的维修养护、环境卫生和相关秩序的管理维护等物业服务，业主支付物业费的合同。

物业服务人包括物业服务企业和其他管理人。

**第九百三十八条 【物业服务合同内容和形式】** 物业服务合同的内容一般包括服务事项、服务质量、服务费用的标准和收取办法、维修资金的使用、服务用房的管理和使用、服务期限、服务交接等条款。

物业服务人公开作出的有利于业主的服务承诺，为物业服务合同的组成部分。

物业服务合同应当采用书面形式。

**第九百三十九条 【物业服务合同的效力】** 建设单位依法与物业服务人订立的前期物业服务合同，以及业主委员会与业主大会依法选聘的物业服务人订立的物业服务合同，对业主具有法律约束力。

**第九百四十条 【前期物业服务合同法定终止条件】** 建设单位依法与物业服务人订立的前期物业服务合同约定的服务期限届满前，业主委员会或者业主与新物业服务人订立的物业服务合同生效的，前期物业服务合同终止。

**第九百四十一条 【物业服务转委托的条件和限制性条款】** 物业服务人将物业服务区域内的部分专项服务事项委托给专业性服务组织或者其他第三人的，应当就该部分专项服务事项向业主负责。

物业服务人不得将其应当提供的全部物业服务转委托给第三人，或者将全部物业服务支解后分别转委托给第三人。

**第九百四十二条 【物业服务人的一般义务】** 物业服务人应当按照约定和物业的使用性质，妥善维修、养护、清洁、绿化和经营管理物业服务区域内的业主共有部分，维护物业服务区域内的基本秩序，采取合理措施保护业主的人身、财产安全。

对物业服务区域内违反有关治安、环保、消防等法律法规的行为，物业服务人应当及时采取合理措施制止、向有关行政主管部门报告并协助处理。

**第九百四十三条 【物业服务人信息公开义务】**物业服务人应当定期将服务的事项、负责人员、质量要求、收费项目、收费标准、履行情况，以及维修资金使用情况、业主共有部分的经营与收益情况等以合理方式向业主公开并向业主大会、业主委员会报告。

**第九百四十四条 【业主支付物业费义务】**业主应当按照约定向物业服务人支付物业费。物业服务人已经按照约定和有关规定提供服务的，业主不得以未接受或者无需接受相关物业服务为由拒绝支付物业费。

业主违反约定逾期不支付物业费的，物业服务人可以催告其在合理期限内支付；合理期限届满仍不支付的，物业服务人可以提起诉讼或者申请仲裁。

物业服务人不得采取停止供电、供水、供热、供燃气等方式催交物业费。

**第九百四十五条 【业主告知、协助义务】**业主装饰装修房屋的，应当事先告知物业服务人，遵守物业服务人提示的合理注意事项，并配合其进行必要的现场检查。

业主转让、出租物业专有部分、设立居住权或者依法改变共有部分用途的，应当及时将相关情况告知物业服务人。

**第九百四十六条 【业主合同任意解除权】**业主依照法定程序共同决定解聘物业服务人的，可以解除物业服务合同。决定解聘的，应当提前六十日书面通知物业服务人，但是合同对通知期限另有约定的除外。

依据前款规定解除合同造成物业服务人损失的，除不可归责于业主的事由外，业主应当赔偿损失。

**第九百四十七条 【物业服务合同的续订】**物业服务期限届满前，业主依法共同决定续聘的，应当与原物业服务人在合同期限届满前续订物业服务合同。

物业服务期限届满前，物业服务人不同意续聘的，应当在合同期限届满前九十日书面通知业主或者业主委员会，但是合同对通知期限另有约定的除外。

**第九百四十八条 【不定期物业服务合同】**物业服务期限届满后，业主没有依法作出续聘或者另聘物业服务人的决定，物业服务人继续提供物业服务的，原物业服务合同继续有效，但是服务期限为不定期。

当事人可以随时解除不定期物业服务合同，但是应当提前六十日书面通知对方。

**第九百四十九条 【物业服务人的移交义务及法律责任】**物业服务合同终止的，原物业服务人应当在约定期限或者合理期限内退出物业服务区域，将物业服务用房、相关设施、物业服务所必需的相关资料等交还给业主委员会、决定自行管理的业主或者其指定的人，配合新物业服务人做好交接工作，并如实告知物业的使用和管理状况。

原物业服务人违反前款规定的，不得请求业主支付物业服务合同终止后的物业费；造成业主损失的，应当赔偿损失。

**第九百五十条 【物业服务人的后合同义务】**物业服务合同终止后，在业主或者业主大会选聘的新物业服务人或者决定自行管理的业主接管之前，原物业服务人应当继续处理物业服务事项，并可以请求业主支付该期间的物业费。

## **第二十五章 行纪合同**

**第九百五十一条 【行纪合同定义】**行纪合同是行纪人以自己的名义为委托人从事贸易活动，委托人支付报酬的合同。

**第九百五十二条 【行纪人承担费用的义务】**行纪人处理委托事务支出的费用，由行纪人负担，但是当事人另有约定的除外。

**第九百五十三条 【行纪人的保管义务】**行纪人占有委托物的，应当妥善保管委托物。

**第九百五十四条 【行纪人处置委托物的义务】**委托物交付给行纪人时有瑕疵或者容易腐烂、变质的，经委托人同意，行纪人可以处分该物；不能与委托人及时取得联系的，行纪人可以合理处分。

**第九百五十五条 【行纪人依照委托人指定价格买卖的义务】**行纪人低于委托人指定的价格卖出或者高于委托人指定的价格买入的，应当经委托人同意；未经委托人同意，行纪人补偿其差额的，该买卖对委托人发生效力。

行纪人高于委托人指定的价格卖出或者低于委托人指定的价格买入的，可以按照约定增加报酬；没有约定或者约定不明确，依据本法Article 510:的规定仍不能确定的，该利益属于委托人。

委托人对价格有特别指示的，行纪人不得违背该指示卖出或者买入。

**第九百五十六条 【行纪人的介入权】**行纪人卖出或者买入具有市场定价的商品，除委托人有相反的意思表示外，行纪人自己可以作为买受人或者出卖人。

行纪人有前款规定情形的，仍然可以请求委托人支付报酬。

**第九百五十七条 【委托人及时受领、取回和处分委托物及行纪人提存委托物】**行纪人按照约定买入委托物，委托人应当及时受领。经行纪人催告，委托人无正当理由拒绝受领的，行纪人依法可以提存委托物。

委托物不能卖出或者委托人撤回出卖，经行纪人催告，委托人不取回或者不处分该物的，行纪人依法可以提存委托物。

**第九百五十八条 【行纪人的直接履行义务】**行纪人与第三人订立合同的，行纪人对该合同直接享有权利、承担义务。

第三人履行义务致使委托人受到损害的，行纪人应当承担赔偿责任，但是行纪人与委托人另有约定的除外。

**第九百五十九条 【行纪人的报酬请求权及留置权】**行纪人完成或者部分完成委托事务的，委托人应当向其支付相应的报酬。委托人逾期不支付报酬的，行纪人对委托物享有留置权，但是当事人另有约定的除外。

**第九百六十条 【参照适用委托合同】**本章没有规定的，参照适用委托合同的有关规定。

## 第二十六章 中介合同

**第九百六十一条 【中介合同定义】**中介合同是中介人向委托人报告订立合同的机会或者提供订立合同的媒介服务，委托人支付报酬的合同。

**第九百六十二条 【中介人报告义务】**中介人应当就有关订立合同的事项向委托人如实报告。

中介人故意隐瞒与订立合同有关的重要事实或者提供虚假情况，损害委托人利益的，不得请求支付报酬并应当承担赔偿责任。

**第九百六十三条 【中介人报酬请求权】**中介人促成合同成立的，委托人应当按照约定支付报酬。对中介人的报酬没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，根据中介人的劳务合理确定。因中介人提供订立合同的媒介服务而促成合同成立的，由该合同的当事人平均负担中介人的报酬。

中介人促成合同成立的，中介活动的费用，由中介人负担。

**第九百六十四条 【中介人必要费用请求权】**中介人未促成合同成立的，不得请求支付报酬；但是，可以按照约定请求委托人支付从事中介活动支出的必要费用。

**第九百六十五条 【委托人私下与第三人订立合同后果】**委托人在接受中介人的服务后，利用中介人提供的交易机会或者媒介服务，绕开中介人直接订立合同的，应当向中介人支付报酬。

**第九百六十六条 【参照适用委托合同】**本章没有规定的，参照适用委托合同的有关规定。

## 第二十七章 合伙合同

**第九百六十七条 【合伙合同定义】**合伙合同是两个以上合伙人为了共同的事业目的，订立的共享利益、共担风险的协议。

**第九百六十八条 【合伙人履行出资义务】**合伙人应当按照约定的出资方式、数额和缴付期限，履行出资义务。

**第九百六十九条 【合伙财产】**合伙人的出资、因合伙事务依法取得的收益和其他财产，属于合伙财产。

合伙合同终止前，合伙人不得请求分割合伙财产。

**第九百七十条 【合伙事务的执行】**合伙人就合伙事务作出决定的，除合伙合同另有约定外，应当经全体合伙人一致同意。

合伙事务由全体合伙人共同执行。按照合伙合同的约定或者全体合伙人的决定，可以委托一个或者数个合伙人执行合伙事务；其他合伙人不再执行合伙事务，但是有权监督执行情况。

合伙人分别执行合伙事务的，执行事务合伙人可以对其他合伙人执行的事务提出异议；提出异议后，其他合伙人应当暂停该项事务的执行。

**第九百七十一条 【执行合伙事务报酬】**合伙人不得因执行合伙事务而请求支付报酬，但是合伙合同另有约定的除外。

**第九百七十二条 【合伙的利润分配与亏损分担】**合伙的利润分配和亏损分担，按照合伙合同的约定办理；合伙合同没有约定或者约定不明确的，由合伙人协商决定；协商不成的，由合伙人按照实缴出资比例分配、分担；无法确定出资比例的，由合伙人平均分配、分担。

**第九百七十三条 【合伙人的连带责任及追偿权】**合伙人对合伙债务承担连带责任。清偿合伙债务超过自己应当承担份额的合伙人，有权向其他合伙人追偿。

**第九百七十四条 【合伙人转让其财产份额】**除合伙合同另有约定外，合伙人向合伙人以外的人转让其全部或者部分财产份额的，须经其他合伙人一致同意。

**第九百七十五条 【合伙人权利代位】**合伙人的债权人不得代位行使合伙人依照本章规定和合伙合同享有的权利，但是合伙人享有的利益分配请求权除外。

**第九百七十六条 【合伙期限】**合伙人对合伙期限没有约定或者约定不明确，依据本法第五百一十条的规定仍不能确定的，视为不定期合伙。

合伙期限届满，合伙人继续执行合伙事务，其他合伙人没有提出异议的，原合伙合同继续有效，但是合伙期限为不定期。

合伙人可以随时解除不定期合伙合同，但是应当在合理期限之前通知其他合伙人。

**第九百七十七条 【合伙合同终止】**合伙人死亡、丧失民事行为能力或者终止的，合伙合同终止；但是，合伙合同另有约定或者根据合伙事务的性质不宜终止的除外。

**第九百七十八条 【合伙剩余财产分配顺序】**合伙合同终止后，合伙财产在支付因终止而产生的费用以及清偿合伙债务后有剩余的，依据本法第九百七十二条的规定进行分配。

### 第三分编 准合同

#### 第二十八章 无因管理

**第九百七十九条 【无因管理定义】**管理人没有法定的或者约定的义务，为避免他人利益受损失而管理他人事务的，可以请求受益人偿还因管理事务而支出的必要费用；管理人因管理事务受到损失的，可以请求受益人给予适当补偿。

管理事务不符合受益人真实意思的，管理人不享有前款规定的权利；但是，受益人的真实意思违反法律或者违背公序良俗的除外。

**第九百八十条 【受益人享有管理利益时的法律适用】**管理人管理事务不属于前条规定的情形，但是受益人享有管理利益的，受益人应当在其获得的利益范围内向管理人承担前条第一款规定的义务。

**第九百八十一条 【管理人适当管理义务】**管理人管理他人事务，应当采取有利于受益人的方法。中断管理对受益人不利的，无正当理由不得中断。

**第九百八十二条 【管理人通知义务】**管理人管理他人事务，能够通知受益人的，应当及时通知受益人。管理的事务不需要紧急处理的，应当等待受益人的指示。

**第九百八十三条 【管理人报告和交付义务】**管理结束后，管理人应当向受益人报告管理事务的情况。管理人管理事务取得的财产，应当及时转交给受益人。

**第九百八十四条 【受益人追认的法律效果】**管理人管理事务经受益人事后追认的，从管理事务开始时起，适用委托合同的有关规定，但是管理人另有意思表示的除外。

## **第二十九章 不当得利**

**第九百八十五条 【不当得利定义】**得利人没有法律根据取得不当利益的，受损失的人可以请求得利人返还取得的利益，但是有下列情形之一的除外：

(一)为履行道德义务进行的给付；

(二)债务到期之前的清偿；

(三)明知无给付义务而进行的债务清偿。

**第九百八十六条 【善意得利人返还义务免除】**得利人不知道且不应当知道取得的利益没有法律根据，取得的利益已经不存在的，不承担返还该利益的义务。

**第九百八十七条 【恶意得利人返还义务】**得利人知道或者应当知道取得的利益没有法律根据的，受损失的人可以请求得利人返还其取得的利益并依法赔偿损失。

**第九百八十八条 【第三人返还义务】**得利人已经将取得的利益无偿转让给第三人的，受损失的人可以请求第三人在相应范围内承担返还义务。

## **Part 4: Personality Rights**

### **Chapter I: General Provisions**

**第九百八十九条 【人格权编的调整范围】**本编调整因人格权的享有和保护产生的民事关系。

**Article 990: [Definition of Personality Rights]** Personality rights are the right to life, body rights, the right to health, the right to name, image rights, reputation rights, honor rights, privacy rights, and other such rights possessed by civil subjects.

In addition to the personality rights provided for in the preceding paragraph, natural persons enjoy other personality rights and interests created based on physical liberty and personal dignity.

**Article 991: 【民事主体的人格权不受侵害】** The personality rights of civil entities receive the protection of law, and must not be violated by any organization or individual.

**Article 992: 【人格权禁止性规定】** 人格权不得放弃、转让或者继承。

**Article 993: 【人格标识许可使用】** Civil entities may permit others to use their names, titles, likeness, and so forth, except where there must not be permission in accordance with legal provisions or based on their nature.

**Article 994: [Protecting the Personality Interests of Deceased Persons]** Where the names, likenesses, reputations, honor, privacy, remains and so forth of the deceased are harmed; their spouses, children, and parents have the right to lawfully demand that the perpetrators bear civil responsibility; where the deceased did not have spouses, and their children and parents are already deceased, other close relatives have the right to lawfully demand that the perpetrator bear civil responsibility.

**第九百九十五条 【人格权请求权】** Where personality rights are violated, the victims have the right to demand that the perpetrators bear civil responsibility in accordance with this Law and other laws. 受害人的停止侵害、排除妨碍、消除危险、消除影响、恢复名誉、赔礼道歉请求权，不适用诉讼时效的规定。

**第九百九十六条 【精神损害赔偿请求权聚合】** Where a party's breach causes serious emotional harm to the other party's personality rights and the injured party elects to demand that they bear responsibility for the breach, it does not impact the injured party's demand for compensation of emotional damages.

**Article 997: 【人格权行为禁令】** Where civil entities have evidence showing that actors are currently illegally harming, or will imminently harm, their personality rights, and that not immediately stopping it will cause losses to their lawful rights and interests that are difficult to offset, they have the right to lawfully apply to a people's court to employ measures such as ordering that the actors' relevant conduct be stopped.

**Article 998: 【认定人格侵权责任应考虑的主要因素】** Determination of whether actors bear civil responsibility for violations of personality rights other than the rights to life, body, and health, shall consider factors such as the actors and victims professions, the scope of impact, the degree of fault, as well as the goal, methods, and consequences of the conduct.

**Article 999: [Reasonable Use of Personality Rights]** Those engaging in activities such as carrying out news reports in the public interest or public opinion supervision may reasonably use civil subjects' names, designations, images, personal information, etc.; those that unreasonably harm civil subjects shall bear civil responsibility in accordance with law.

**第一千条 【消除影响、恢复名誉、赔礼道歉等民事责任的承担】** Where due to a violation of personality rights, actors bear civil responsibility, such for eliminating impact, restoring reputation, or making formal apologies, it shall be proportionate to the specific methods of the violation and the scope of impact it caused.

Where the actors refuse to bear the civil responsibility provided for in the preceding paragraph, the people's courts may employ means of enforcement such as announcing or publishing effective judgment documents in media such as newspaper and online, and the actor is to bear the expenses incurred.

**Article 1001: 【身份权的法律适用】** 对自然人因婚姻家庭关系等产生的身份权利的保护，适用本法第一编、第五编和其他法律的相关规定；没有规定的，可以根据其性质参照适用本编人格权保护的有关规定。

## **Chapter II: Rights to Life, Body, and Health**

**第一千零二条 【生命权】** 自然人享有生命权。自然人的生命安全和生命尊严受法律保护。任何组织或者个人不得侵害他人的生命权。

**第一千零三条 【身体权】** 自然人享有身体权。自然人的身体完整和行动自由受法律保护。任何组织或者个人不得侵害他人的身体权。

**第一千零四条 【健康权】** 自然人享有健康权。自然人的身心健康受法律保护。任何组织或者个人不得侵害他人的健康权。



**第一千零五条 【法定救助义务】** Where natural persons' rights to life, body, and health are violated or otherwise challenged, organizations or individuals that bear legally-prescribed obligations to assist shall promptly do so.

**第一千零六条 【人体捐献】** 完全民事行为能力人有权依法自主决定无偿捐献其人体细胞、人体组织、人体器官、遗体。任何组织或者个人不得强迫、欺骗、利诱其捐献。

完全民事行为能力人依据前款规定同意捐献的，应当采用书面形式，也可以订立遗嘱。

自然人生前未表示不同意捐献的，该自然人死亡后，其配偶、成年子女、父母可以共同决定捐献，决定捐献应当采用书面形式。

**第一千零七条 【禁止人体买卖】** The purchase or sale of human cells, tissues, organs, or remains in any form is prohibited.

Acts of purchase or sale that violate the previous paragraph are void.

**第一千零八条 【人体临床试验】** 为研制新药、医疗器械或者发展新的预防和治疗方法，需要进行临床试验的，应当依法经相关主管部门批准并经伦理委员会审查同意，向受试者或者受试者的监护人告知试验目的、用途和可能产生的风险等详细情况，并经其书面同意。

进行临床试验的，不得向受试者收取试验费用。

**第一千零九条 【从事人体基因、人体胚胎等有关的医学和科研活动时的义务】** 从事与人体基因、人体胚胎等有关的医学和科研活动，应当遵守法律、行政法规和国家有关规定，不得危害人体健康，不得违背伦理道德，不得损害公共利益。

**Article 1010: 【Sexual Harassment】** Where sexual harassment is carried out against the will of another by means such as speech, text, images, or physical conduct, the victim has the right to request that the actor bear civil responsibility in accordance with law.

Government organs, enterprises, schools, and other such units shall adopt reasonable measures such as for prevention, receiving complaints, investigation, and handling, to prevent and stop sexual harassment carried out by exploiting authority or subordinate relationships.

**第一千零一十一条 【侵害行动自由和非法搜查身体】** 以非法拘禁等方式剥夺、限制他人的行动自由，或者非法搜查他人身体的，受害人有权依法请求行为人承担民事责任。

### Chapter III: Right of Personal Name and Right of Name

**第一千零一十二条 【姓名权】** 自然人享有姓名权，有权依法决定、使用、变更或者许可他人使用自己的姓名，但是不得违背公序良俗。

**第一千零一十三条 【名称权】** 法人、非法人组织享有名称权，有权依法决定、使用、变更、转让或者许可他人使用自己的名称。

**第一千零一十四条 【姓名权或名称权不得被非法侵害】** The name and title rights of others must not be violated by any organization or individual through means such as interference, theft, or counterfeiting.

**第一千零一十五条 【自然人选取姓氏】** 自然人应当随父姓或者母姓，但是有下列情形之一的，可以在父姓和母姓之外选取姓氏：

(一)选取其他直系长辈血亲的姓氏；

(二)因由法定扶养人以外的人扶养而选取扶养人姓氏；

(三)有不违背公序良俗的其他正当理由。

The family names of minority peoples may follow the traditional culture and customs of that ethnicity.

**第一千零一十六条 【姓名、名称的登记及其变更不影响之前民事法律行为效力】**自然人决定、变更姓名，或者法人、非法人组织决定、变更、转让名称的，应当依法向有关机关办理登记手续，但是法律另有规定的除外。

Where civil entities change names or titles, civil juristic acts taken before the change are legally binding on them.

**第一千零一十七条 【笔名、艺名等的保护】**具有一定社会知名度，被他人使用足以造成公众混淆的笔名、艺名、网名、译名、字号、姓名和名称的简称等，参照适用姓名权和名称权保护的有关规定。

#### Chapter IV: Image Rights

**第一千零一十八条 【肖像权】** Natural persons enjoy likeness rights, and have the right to reproduce, use, disclose, or permit others to use their own likeness.

肖像是通过影像、雕塑、绘画等方式在一定载体上所反映的特定自然人可以被识别的外部形象。

**第一千零一十九条 【肖像权消极权能】**任何组织或者个人不得以丑化、污损，或者利用信息技术手段伪造等方式侵害他人的肖像权。未经肖像权人同意，不得制作、使用、公开肖像权人的肖像，但是法律另有规定的除外。

Without the consent of the likeness rights holder, the holder of rights in works of the likeness must not publish, reproduce, distribute, rent, exhibit, or use or disclose the likeness rights holders' likeness through other such means.

**Article 1020: 【肖像权的合理使用】** Those reasonably carrying out the following conduct may do so without the likeness rights holders' consent:

(1) Use of likenesses that have already been disclosed by the likeness rights holder, within the scope necessary for purposes of personal study, artistic appreciation, classroom education, or scientific research;

(2) Creation, use, or disclosure of likeness rights holders' likenesses that is unavoidable in carrying out news reporting;

(3) Creation, use or disclosure of likeness rights holders' likenesses by state organs within the scope necessary to perform their duties;

(4) Creation, use, or disclosure of likeness rights holders' likenesses that is unavoidable for displaying certain public environments;

(5) Other conduct reasonably creating, using, or disclosing likeness rights holders' likenesses to preserve the public interest or the lawful rights and interests of the likeness rights holders.

**Article 1021: 【肖像许可使用合同解释规则】**当事人对肖像许可使用合同中关于肖像使用条款的理解有争议的，应当作出有利于肖像权人的解释。

**Article 1022: 【肖像许可使用合同解除权】**Where the parties do not make an agreement on the period for likeness use permissions or the agreement is unclear, either party may dissolve the likeness permission contract at any time, but shall notify the other party a reasonable period in advance.

Where the parties have a clear agreement as to the period for likeness use permissions, the likeness rights holder may dissolve the likeness use permission contract for just cause, but shall inform the other party a reasonable period in advance. Where dissolution of the contract causes losses to the other party, the losses shall be compensated except where they cannot be attributed to the likeness rights holder.

**Article 1023: 【姓名许可和声音保护的参照适用】**对姓名等的许可使用，参照适用肖像许可使用的有关规定。

对自然人声音的保护，参照适用肖像权保护的有关规定。

## **Chapter V: Rights of Reputation and Honor**

**Article 1024: [Reputation Rights]**Civil entities have rights of reputation. 任何组织或者个人不得以侮辱、诽谤等方式侵害他人的名誉权。

'Reputation' is the social assessment of civil entities' character, prestige, talent, credit, and so forth.

**Article 1025: [Limits on Reputation Rights]**Civil responsibility is not borne where an actor's conduct such as carrying out news reporting or public opinion oversight impacts others' reputations, except in any of the following situations:

(1) they fabricate or distort the truth;

(2) they seriously fail in their obligations to reasonably verify inaccurate information that was provided by others;

(三)使用侮辱性言辞等贬损他人名誉。

**Article 1026: 【合理核实义务的认定因素】**Determination of whether actors have met the obligation for reasonable verification provided for in item (2) of the preceding article shall consider the following factors:

(1) The source and credibility of the content;

(二)对明显可能引发争议的内容是否进行了必要的调查；

(三)内容的时限性；

(4) the connection of the content to public order and good customs;

(5) The likelihood that victims' reputation would be disparaged;

(六)核实能力和核实成本。

**Article 1027: 【作品侵害名誉权】** Where literary or artistic works published by an actor as true stories or descriptions of specified persons include insulting or defamatory content, the victims have the right to lawfully demand that the perpetrator bear civil responsibility.

Where the literary or artistic works are not describing a specified individual and only have circumstances similar to those of the person in their plots, no civil responsibility is borne.

**Article 1028: 【媒体报道内容失实侵害名誉权的补救】** 民事主体有证据证明报刊、网络等媒体报道的内容失实，侵害其名誉权的，有权请求该媒体及时采取更正或者删除等必要措施。

**Article 1029: [Credit Appraisal]** Civil entities may lawfully make inquiries into their own credit appraisals, and where they discover that the credit appraisal is improper, they have the right to submit an objection and request that corrections, deletions, or other necessary measures be taken. Credit appraisers shall promptly review and where it is verified through inspection shall promptly take the necessary measures.

**Article 1030: 【民事主体与信用信息处理者之间关系的法律适用】** Apply the provisions of this Part on personal information protections and relevant provisions of other laws and administrative regulations to the relationship between civil entities and credit reporting institutions and others handling of credit information.

**Article 1031: [Honor Rights]** Civil entities enjoy the right of honor. Honorary titles of others must not be illegally removed, and their honor must not be denigrated or disparaged, by any organization or individual.

获得的荣誉称号应当记载而没有记载的，民事主体可以请求记载；获得的荣誉称号记载错误的，民事主体可以请求更正。

## **Chapter VI: Privacy Rights and Personal Information Protections**

**Article 1032: [Privacy Rights]** Natural persons enjoy the right to privacy. Privacy must not be violated by any organization or individual through methods such as prying, harassment, leaking, or disclosure.

Privacy consists of the tranquility of the natural person's private life, and the private spaces, private activities, and private information they are unwilling for others to know.

**Article 1033: [Conduct that Violates Privacy Rights]** The following conduct must not be carried out by any organization or individual, except as provided by law or with the express consent of the rights holder:

- (1) Invading the tranquility of others' private lives through such means as telephone, text message, instant messaging tools, email, or leaflets;
- (2) Entering, photographing, or peeping on others' residence, hotel room, or other private space;
- (3) Photographing, peeping on, eavesdropping on, or disclosing others' private activities;
- (4) Photographing or peeping on private parts of another person's body;
- (5) Handling others' personal information;
- (6) Violating others' privacy rights through other means.

**Article 1034: [Definition of Personal Information]** The personal information of natural persons is protected by law.

'Personal information' is information recorded electronically or in another fashion, that can identify specific natural persons either by itself or when combined with other information; including names, birth-dates, ID numbers, bio-metric identification information, addresses, phone numbers, e-mail addresses, health information, whereabouts, and so forth.

Provisions on privacy rights apply to private information within personal information; and where there are no provisions, apply provisions on the protection of personal information.

**Article 1035: [Principles and Requirements for Handling Personal Information]** The handling of natural persons' personal information shall adhere to the principles of legality, legitimacy, and necessity, must not be excessive, and shall meet with the following requirements:

- (1) Obtain the consent of the natural person or their guardian, except where laws or administrative regulations provide otherwise;
- (2) The principle of open information handling;
- (3) Clearly indicate the purpose, method, and scope of information handling.
- (4) Non-violation of provisions of law and administrative regulations or of mutual agreements.

Handling of personal information includes the collection, storage, use, processing, transmission, provision, disclosure, etc., of personal information.

**Article 1036: [Exemptions from Responsibility in Personal Information Handling]** Where the handling of personal information has any of the following circumstances, the actor does not bear civil responsibility:

- (1) Conduct reasonably carried out within the scope of the natural persons' consent or that of their guardian;
- (2) Reasonably handling information a natural person voluntarily discloses or other information already legally disclosed, except where the natural person clearly refuses or handling the information would damage their major interests;
- (3) Other conduct reasonably carried out to preserve the public interest or the lawful rights and interests of the natural person.

**Article 1037: [The rights of personal information subjects]** Natural persons may lawfully access, or reproduce their personal information held by information handlers; and where discovering errors, they have the right to submit objections and demand that necessary corrective measures be taken.

When a natural person discovers an information handler has handled their personal information in violation of provisions of law or administrative regulations or mutual agreements, they have the right to demand the information handler promptly delete it.

**Article 1038: [Information Handlers' Duties to Safeguard Information Security]** Information handlers must not leak or falsify the personal information they collect or store. They must not illegally provide a natural person's personal information without their consent, unless it has undergone processing to irreversibly render it impossible to identify the individual.

Information handlers shall adopt technical measures and other necessary measures to ensure the secure collection and storage of personal information, and to prevent information leaks, distortion, or loss. If a personal information leak, distortion, or loss occurs or may have occurred, they shall promptly take remedial measures and notify the natural person and report it to relevant administrative bodies in accordance with provisions.

**Article 1039: [Confidentiality Duties of State Organs, Organizations with Statutory Administrative Functions and Their Personnel]** State organs, organizations with statutory administrative functions, and their personnel that become aware of natural persons' private and personal information in the process of carrying out their responsibilities shall grant confidentiality and must not leak or illegally provide it to others.

## **Part 5: Marriage and Family**

### **Chapter I: General Provisions**

**Article 1040: 【婚姻家庭编的调整范围】** This article regulates civil relation caused by marriage and family.

**Article 1041: [Basic Principles]** Marriage and family are protected by the state.

A free, monogamous, and equal marriage system is in practice.

Protecting lawful rights and interests of women, minors, seniors, and persons with disabilities.

**Article 1042: 【婚姻家庭的禁止性规定】** Arranged marriage, transactional marriage, and other actions that interfere with marital freedom are prohibited. Extortion of money and goods through marriage is prohibited.

Bigamy is prohibited. A married person shall not cohabit with any third party is prohibited.

Domestic violence is prohibited. Abuse and abandonment of family members is prohibited.

**Article 1043: 【婚姻家庭的倡导性规定】** 家庭应当树立优良家风，弘扬家庭美德，重视家庭文明建设。

夫妻应当互相忠实，互相尊重，互相关爱；家庭成员应当敬老爱幼，互相帮助，维护平等、和睦、文明的婚姻家庭关系。

**Article 1044: 【收养的基本原则】** 收养应当遵循最有利于被收养人的原则，保障被收养人和收养人的合法权益。

It is forbidden to sell and purchase children in the name of adoption.

**第一千零四十五条 【亲属、近亲属及家庭成员】** 亲属包括配偶、血亲和姻亲。

配偶、父母、子女、兄弟姐妹、祖父母、外祖父母、孙子女、外孙子女为近亲属。

配偶、父母、子女和其他共同生活的近亲属为家庭成员。

### **Chapter II: Marriage**

**第一千零四十六条** **[Voluntariness of Marriage]**结婚应当男女双方完全自愿，禁止任何一方对另一方加以强迫，禁止任何组织或者个人加以干涉。

**第一千零四十七条** **【法定结婚年龄】**结婚年龄，男不得早于二十二周岁，女不得早于二十周岁。

**第一千零四十八条** **【禁止结婚的情形】**直系血亲或者三代以内的旁系血亲禁止结婚。

**第一千零四十九条** **【结婚登记】**要求结婚的男女双方应当亲自到婚姻登记机关申请结婚登记。符合本法规定的，予以登记，发给结婚证。完成结婚登记，即确立婚姻关系。未办理结婚登记的，应当补办登记。

**第一千零五十条** **【婚后双方互为家庭成员】**登记结婚后，按照男女双方约定，女方可以成为男方家庭的成员，男方可以成为女方家庭的成员。

**第一千零五十一条** **【婚姻无效的情形】**有下列情形之一的，婚姻无效：

(1) Bigamy ;

(二)有禁止结婚的亲属关系；

(三)未到法定婚龄。

**第一千零五十二条** **【胁迫婚姻】**因胁迫结婚的，受胁迫的一方可以向人民法院请求撤销婚姻。

请求撤销婚姻的，应当自胁迫行为终止之日起一年内提出。

被非法限制人身自由的当事人请求撤销婚姻的，应当自恢复人身自由之日起一年内提出。

**第一千零五十三条** **【隐瞒疾病的可撤销婚姻】**一方患有重大疾病的，应当在结婚登记前如实告知另一方；不如实告知的，另一方可以向人民法院请求撤销婚姻。

请求撤销婚姻的，应当自知道或者应当知道撤销事由之日起一年内提出。

**第一千零五十四条** **【婚姻无效和被撤销的法律后果】**无效的或者被撤销的婚姻自始没有法律约束力，当事人不具有夫妻的权利和义务。同居期间所得的财产，由当事人协议处理；协议不成的，由人民法院根据照顾无过错方的原则判决。对重婚导致的无效婚姻的财产处理，不得侵害合法婚姻当事人的财产权益。当事人所生的子女，适用本法关于父母子女的规定。

婚姻无效或者被撤销的，无过错方有权请求损害赔偿。

### Chapter III: Familial Relations

#### Section 1: Relationship of Husband and Wife

**第一千零五十五条** **【夫妻地位平等】**夫妻在婚姻家庭中地位平等。

**第一千零五十六条** **【夫妻姓名权】**夫妻双方都有各自使用自己姓名的权利。

**第一千零五十七条** **【夫妻参加各种活动的自由】**夫妻双方都有参加生产、工作、学习和社会活动的自由，一方不得对另一方加以限制或者干涉。

**第一千零五十八条 【夫妻抚养、教育和保护子女的权利义务平等】**夫妻双方平等享有对未成年子女抚养、教育和保护的權利，共同承担对未成年子女抚养、教育和保护的义务。

**第一千零五十九条 【夫妻相互扶养义务】**夫妻有相互扶养的义务。

需要扶养的一方，在另一方不履行扶养义务时，有要求其给付扶养费的权利。

**第一千零六十条 【日常家事代理权】**夫妻一方因家庭日常生活需要而实施的民事法律行为，对夫妻双方发生效力，但是夫妻一方与相对人另有约定的除外。

夫妻之间对一方可以实施的民事法律行为范围的限制，不得对抗善意相对人。

**第一千零六十一条 【夫妻相互继承权】**夫妻有相互继承遗产的权利。

**第一千零六十二条 【夫妻共同财产】**夫妻在婚姻关系存续期间所得的下列财产，为夫妻的共同财产，归夫妻共同所有：

(一)工资、奖金、劳务报酬；

(二)生产、经营、投资的收益；

(三)知识产权的收益；

(四)继承或者受赠的财产，但是本法第一千零六十三条第三项规定的除外；

(五)其他应当归共同所有的财产。

夫妻对共同财产，有平等的处理权。

**第一千零六十三条 【夫妻个人财产】**下列财产为夫妻一方的个人财产：

(一)一方的婚前财产；

(二)一方因受到人身损害获得的赔偿或者补偿；

(三)遗嘱或者赠与合同中确定只归一方的财产；

(四)一方专用的生活用品；

(五)其他应当归一方的财产。

**第一千零六十四条 【夫妻共同债务】**夫妻双方共同签名或者夫妻一方事后追认等共同意思表示所负的债务，以及夫妻一方在婚姻关系存续期间以个人名义为家庭日常生活需要所负的债务，属于夫妻共同债务。

夫妻一方在婚姻关系存续期间以个人名义超出家庭日常生活需要所负的债务，不属于夫妻共同债务；但是，债权人能够证明该债务用于夫妻共同生活、共同生产经营或者基于夫妻双方共同意思表示的除外。



**第一千零六十五条 【夫妻约定财产制】**男女双方可以约定婚姻关系存续期间所得的财产以及婚前财产归各自所有、共同所有或者部分各自所有、部分共同所有。约定应当采用书面形式。没有约定或者约定不明确的，适用本法第一千零六十二条、第一千零六十三条的规定。

夫妻对婚姻关系存续期间所得的财产以及婚前财产的约定，对双方具有法律约束力。

夫妻对婚姻关系存续期间所得的财产约定归各自所有，夫或者妻一方对外所负的债务，相对人知道该约定的，以夫或者妻一方的个人财产清偿。

**第一千零六十六条 【婚姻关系存续期间夫妻共同财产的分割】**婚姻关系存续期间，有下列情形之一的，夫妻一方可以向人民法院请求分割共同财产：

(一)一方有隐藏、转移、变卖、毁损、挥霍夫妻共同财产或者伪造夫妻共同债务等严重损害夫妻共同财产利益的行为；

(二)一方负有法定扶养义务的人患重大疾病需要医治，另一方不同意支付相关医疗费用。

## Section 2: Parent-Child Relationships, and Relationships of other Relatives

**第一千零六十七条 【父母的抚养义务和子女的赡养义务】**父母不履行抚养义务的，未成年子女或者不能独立生活的成年子女，有要求父母给付抚养费的权利。

成年子女不履行赡养义务的，缺乏劳动能力或者生活困难的父母，有要求成年子女给付赡养费的权利。

**第一千零六十八条 【父母教育、保护未成年子女的权利义务】**父母有教育、保护未成年子女的权利和义务。未成年子女造成他人损害的，父母应当依法承担民事责任。

**第一千零六十九条 【子女应尊重父母的婚姻权利】**子女应当尊重父母的婚姻权利，不得干涉父母离婚、再婚以及婚后的生活。子女对父母的赡养义务，不因父母的婚姻关系变化而终止。

**第一千零七十条 【父母子女相互继承权】**父母和子女有相互继承遗产的权利。

**第一千零七十一条 [Rights of Children born outside of Marriage]**非婚生子女享有与婚生子女同等的权利，任何组织或者个人不得加以危害和歧视。

不直接抚养非婚生子女的生父或者生母，应当负担未成年子女或者不能独立生活的成年子女的抚养费。

**第一千零七十二条 【继父母与继子女间的权利义务关系】**继父母与继子女间，不得虐待或者歧视。

继父或者继母和受其抚养教育的继子女间的权利义务关系，适用本法关于父母子女关系的规定。

**第一千零七十三条 【亲子关系异议之诉】**对亲子关系有异议且有正当理由的，父或者母可以向人民法院提起诉讼，请求确认或者否认亲子关系。

对亲子关系有异议且有正当理由的，成年子女可以向人民法院提起诉讼，请求确认亲子关系。

**第一千零七十四条 【祖孙之间的抚养、赡养义务】**有负担能力的祖父母、外祖父母，对于父母已经死亡或者父母无力抚养的未成年孙子女、外孙子女，有抚养的义务。

有负担能力的孙子女、外孙子女，对于子女已经死亡或者子女无力赡养的祖父母、外祖父母，有赡养的义务。

**第一千零七十五条 【兄弟姐妹间的扶养义务】**有负担能力的兄、姐，对于父母已经死亡或者父母无力抚养的未成年弟、妹，有扶养的义务。

由兄、姐扶养长大的有负担能力的弟、妹，对于缺乏劳动能力又缺乏生活来源的兄、姐，有扶养的义务。

#### Chapter IV: Divorce

**第一千零七十六条 【协议离婚】**夫妻双方自愿离婚的，应当签订书面离婚协议，并亲自到婚姻登记机关申请离婚登记。

离婚协议应当载明双方自愿离婚的意思表示和对子女抚养、财产以及债务处理等事项协商一致的意见。

**第一千零七十七条 【离婚冷静期】**自婚姻登记机关收到离婚登记申请之日起三十日内，任何一方不愿意离婚的，可以向婚姻登记机关撤回离婚登记申请。

前款规定期限届满后三十日内，双方应当亲自到婚姻登记机关申请发给离婚证；未申请的，视为撤回离婚登记申请。

**第一千零七十八条 【离婚登记】**婚姻登记机关查明双方确实是自愿离婚，并已经对子女抚养、财产以及债务处理等事项协商一致的，予以登记，发给离婚证。

**第一千零七十九条 【诉讼离婚】**夫妻一方要求离婚的，可以由有关组织进行调解或者直接向人民法院提起离婚诉讼。

人民法院审理离婚案件，应当进行调解；如果感情确已破裂，调解无效的，应当准予离婚。

有下列情形之一的，调解无效的，应当准予离婚：

(一)重婚或者与他人同居；

(二)实施家庭暴力或者虐待、遗弃家庭成员；

(三)有赌博、吸毒等恶习屡教不改；

(四)因感情不和分居满二年；

(五)其他导致夫妻感情破裂的情形。

一方被宣告失踪，另一方提起离婚诉讼的，应当准予离婚。

经人民法院判决不准离婚后，双方又分居满一年，一方再次提起离婚诉讼的，应当准予离婚。

**第一千零八十条 【婚姻关系解除时间】**完成离婚登记，或者离婚判决书、调解书生效，即解除婚姻关系。

**第一千零八十一条 【军婚的保护】**现役军人的配偶要求离婚，应当征得军人同意，但是军人一方有重大过错的除外。

**第一千零八十二条 【男方离婚诉权的限制】**女方在怀孕期间、分娩后一年内或者终止妊娠后六个月内，男方不得提出离婚；但是，女方提出离婚或者人民法院认为确有必要受理男方离婚请求的除外。

**第一千零八十三条 【复婚登记】**离婚后，男女双方自愿恢复婚姻关系的，应当到婚姻登记机关重新进行结婚登记。

**第一千零八十四条 【离婚后的父母子女关系】**父母与子女间的关系，不因父母离婚而消除。离婚后，子女无论由父或者母直接抚养，仍是父母双方的子女。

离婚后，父母对于子女仍有抚养、教育、保护的权利和义务。

离婚后，不满两周岁的子女，以由母亲直接抚养为原则。已满两周岁的子女，父母双方对抚养问题协议不成的，由人民法院根据双方的具体情况，按照最有利于未成年子女的原则判决。子女已满八周岁的，应当尊重其真实意愿。

**第一千零八十五条 【离婚后子女抚养费的负担】**离婚后，子女由一方直接抚养的，另一方应当负担部分或者全部抚养费。负担费用的多少和期限的长短，由双方协议；协议不成的，由人民法院判决。

前款规定的协议或者判决，不妨碍子女在必要时向父母任何一方提出超过协议或者判决原定数额的合理要求。

**第一千零八十六条 【父母的探望权】**离婚后，不直接抚养子女的父或者母，有探望子女的权利，另一方有协助的义务。

行使探望权利的方式、时间由当事人协议；协议不成的，由人民法院判决。

父或者母探望子女，不利于子女身心健康的，由人民法院依法中止探望；中止的事由消失后，应当恢复探望。

**第一千零八十七条 【离婚时夫妻共同财产的处理】**离婚时，夫妻的共同财产由双方协议处理；协议不成的，由人民法院根据财产的具体情况，按照照顾子女、女方和无过错方权益的原则判决。

对夫或者妻在家庭土地承包经营中享有的权益等，应当依法予以保护。

**第一千零八十八条 【离婚经济补偿】**夫妻一方因抚育子女、照料老年人、协助另一方工作等负担较多义务的，离婚时有权向另一方请求补偿，另一方应当给予补偿。具体办法由双方协议；协议不成的，由人民法院判决。

**第一千零八十九条 【离婚时夫妻共同债务清偿】**离婚时，夫妻共同债务应当共同偿还。共同财产不足清偿或者财产归各自所有的，由双方协议清偿；协议不成的，由人民法院判决。

**第一千零九十条 【离婚经济帮助】**离婚时，如果一方生活困难，有负担能力的另一方应当给予适当帮助。具体办法由双方协议；协议不成的，由人民法院判决。

**第一千零九十一条 【离婚损害赔偿】**有下列情形之一，导致离婚的，无过错方有权请求损害赔偿：

(1) Bigamy ;

(二)与他人同居；

(三)实施家庭暴力；

(四)虐待、遗弃家庭成员；

(五)有其他重大过错。

**第一千零九十二条 【一方侵害夫妻共同财产的法律后果】** 夫妻一方隐藏、转移、变卖、毁损、挥霍夫妻共同财产，或者伪造夫妻共同债务企图侵占另一方财产的，在离婚分割夫妻共同财产时，对该方可以少分或者不分。离婚后，另一方发现有上述行为的，可以向人民法院提起诉讼，请求再次分割夫妻共同财产。

## **Chapter V: Adoption**

### **Section 1: Establishing the Adoption Relationship**

**第一千零九十三条 【被收养人的范围】** 下列未成年人，可以被收养：

(一)丧失父母的孤儿；

(二)查找不到生父母的未成年人；

(三)生父母有特殊困难无力抚养的子女。

**第一千零九十四条 【送养人的范围】** 下列个人、组织可以作送养人：

(一)孤儿的监护人；

(二)儿童福利机构；

(三)有特殊困难无力抚养子女的生父母。

**第一千零九十五条 【监护人送养未成年人的特殊规定】** 未成年人的父母均不具备完全民事行为能力且可能严重危害该未成年人的，该未成年人的监护人可以将其送养。

**第一千零九十六条 【监护人送养孤儿的特殊规定】** 监护人送养孤儿的，应当征得有抚养义务的人同意。有抚养义务的人不同意送养、监护人不愿意继续履行监护职责的，应当依照本法第一编的规定另行确定监护人。

**第一千零九十七条 【生父母送养】** 生父母送养子女，应当双方共同送养。生父母一方不明或者查找不到的，可以单方送养。

**第一千零九十八条 【收养人的条件】** 收养人应当同时具备下列条件：

(一)无子女或者只有一名子女；

(二)有抚养、教育和保护被收养人的能力；

(三)未患有在医学上认为不应当收养子女的疾病；

(四)无不利于被收养人健康成长的违法犯罪记录；

(五)年满三十周岁。

**第一千零九十九条 【收养三代以内旁系同辈血亲子女的特殊规定】**收养三代以内旁系同辈血亲的子女，可以不受本法第一千零九十三条第三项、第一千零九十四条第三项和第一千一百零二条规定的限制。

华侨收养三代以内旁系同辈血亲的子女，还可以不受本法第一千零九十八条第一项规定的限制。

**第一千一百条 【收养子女的人数】**无子女的收养人可以收养两名子女；有子女的收养人只能收养一名子女。

收养孤儿、残疾未成年人或者儿童福利机构抚养的查找不到生父母的未成年人，可以不受前款和本法第一千零九十八条第一项规定的限制。

**第一千一百零一条 【共同收养】**有配偶者收养子女，应当夫妻共同收养。

**第一千一百零二条 【无配偶者收养异性子女】**无配偶者收养异性子女的，收养人与被收养人的年龄应当相差四十周岁以上。

**第一千一百零三条 【继父母收养继子女的特殊规定】**继父或者继母经继子女的生父母同意，可以收养继子女，并可以不受本法第一千零九十三条第三项、第一千零九十四条第三项、第一千零九十八条和第一千一百条第一款规定的限制。

**第一千一百零四条 【收养、送养自愿】**收养人收养与送养人送养，应当双方自愿。收养八周岁以上未成年人的，应当征得被收养人的同意。

**第一千一百零五条 【收养登记、收养公告、收养协议、收养公证、收养评估】**收养应当向县级以上人民政府民政部门登记。收养关系自登记之日起成立。

收养查找不到生父母的未成年人的，办理登记的民政部门应当在登记前予以公告。

收养关系当事人愿意签订收养协议的，可以签订收养协议。

收养关系当事人各方或者一方要求办理收养公证的，应当办理收养公证。

县级以上人民政府民政部门应当依法进行收养评估。

**第一千一百零六条 【被收养人户口登记】**收养关系成立后，公安机关应当按照国家有关规定为被收养人办理户口登记。

**第一千一百零七条 【抚养】**孤儿或者生父母无力抚养的子女，可以由生父母的亲属、朋友抚养；抚养人与被抚养人的关系不适用本章规定。

**第一千一百零八条 【抚养优先权】**配偶一方死亡，另一方送养未成年子女的，死亡一方的父母有优先抚养的权利。

**第一千一百零九条 【涉外收养】** 外国人依法可以在中华人民共和国收养子女。

外国人在中华人民共和国收养子女，应当经其所在国主管机关依照该国法律审查同意。收养人应当提供由其所在国有权机构出具的有关其年龄、婚姻、职业、财产、健康、有无受过刑事处罚等状况的证明材料，并与送养人签订书面协议，亲自向省、自治区、直辖市人民政府民政部门登记。

前款规定的证明材料应当经收养人所在国外交机关或者外交机关授权的机构认证，并经中华人民共和国驻该国使领馆认证，但是国家另有规定的除外。

**第一千一百一十条 【收养保密义务】** 收养人、送养人要求保守收养秘密的，其他人应当尊重其意愿，不得泄露。

## Section 2: Validity of Adoption

**第一千一百一十一条 【收养效力】** 自收养关系成立之日起，养父母与养子女间的权利义务关系，适用本法关于父母子女关系的规定；养子女与养父母的近亲属间的权利义务关系，适用本法关于子女与父母的近亲属关系的规定。

养子女与生父母以及其他近亲属间的权利义务关系，因收养关系的成立而消除。

**第一千一百一十二条 【养子女的姓氏】** 养子女可以随养父或者养母的姓氏，经当事人协商一致，也可以保留原姓氏。

**第一千一百一十三条 【无效收养行为】** 有本法第一编关于民事法律行为无效规定情形或者违反本编规定的收养行为无效。

无效的收养行为自始没有法律约束力。

## Section 3: Release of Adoptive Relationship

**第一千一百一十四条 【当事人协议解除及因违法行为而解除】** 收养人在被收养人成年以前，不得解除收养关系，但是收养人、送养人双方协议解除的除外。养子女八周岁以上的，应当征得本人同意。

收养人不履行抚养义务，有虐待、遗弃等侵害未成年养子女合法权益行为的，送养人有权要求解除养父母与养子女间的收养关系。送养人、收养人不能达成解除收养关系协议的，可以向人民法院提起诉讼。

**第一千一百一十五条 【关系恶化而协议解除】** 养父母与成年养子女关系恶化、无法共同生活的，可以协议解除收养关系。不能达成协议的，可以向人民法院提起诉讼。

**第一千一百一十六条 【解除收养关系登记】** 当事人协议解除收养关系的，应当到民政部门办理解除收养关系登记。

**第一千一百一十七条 【解除收养关系后的身份效力】** 收养关系解除后，养子女与养父母以及其他近亲属间的权利义务关系即行消除，与生父母以及其他近亲属间的权利义务关系自行恢复。但是，成年养子女与生父母以及其他近亲属间的权利义务关系是否恢复，可以协商确定。

**第一千一百一十八条 【解除收养关系后的财产效力】** 收养关系解除后，经养父母抚养的成年养子女，对缺乏劳动能力又缺乏生活来源的养父母，应当给付生活费。因养子女成年后虐待、遗弃养父母而解除收养关系的，养父母可以要求养子女补偿收养期间支出的抚养费。

生父母要求解除收养关系的，养父母可以要求生父母适当补偿收养期间支出的抚养费；但是，因养父母虐待、遗弃养子女而解除收养关系的除外。

## **Part 6: Inheritance**

### **Chapter I: General Provisions**

**第一千一百一十九条 【继承编的调整范围】**本编调整因继承产生的民事关系。

**第一千一百二十条 【继承权受国家保护】**国家保护自然人的继承权。

**第一千一百二十一条 【继承开始的时间及死亡先后的推定】**继承从被继承人死亡时开始。

相互有继承关系的数人在同一事件中死亡，难以确定死亡时间的，推定没有其他继承人的人先死亡。都有其他继承人，辈份不同的，推定长辈先死亡；辈份相同的，推定同时死亡，相互不发生继承。

**第一千一百二十二条 【遗产的定义】**遗产是自然人死亡时遗留的个人合法财产。

依照法律规定或者根据其性质不得继承的遗产，不得继承。

**第一千一百二十三条 【法定继承、遗嘱继承、遗赠和遗赠扶养协议的效力】**继承开始后，按照法定继承办理；有遗嘱的，按照遗嘱继承或者遗赠办理；有遗赠扶养协议的，按照协议办理。

**第一千一百二十四条 【继承的接受和放弃】**继承开始后，继承人放弃继承的，应当在遗产处理前，以书面形式作出放弃继承的表示；没有表示的，视为接受继承。

受遗赠人应当在知道受遗赠后六十日内，作出接受或者放弃受遗赠的表示；到期没有表示的，视为放弃受遗赠。

**第一千一百二十五条 【继承权的丧失和恢复】**继承人有下列行为之一的，丧失继承权：

(一)故意杀害被继承人；

(二)为争夺遗产而杀害其他继承人；

(三)遗弃被继承人，或者虐待被继承人情节严重；

(四)伪造、篡改、隐匿或者销毁遗嘱，情节严重；

(五)以欺诈、胁迫手段迫使或者妨碍被继承人设立、变更或者撤回遗嘱，情节严重。

继承人有前款第三项至第五项行为，确有悔改表现，被继承人表示宽恕或者事后在遗嘱中将其列为继承人的，该继承人不丧失继承权。

受遗赠人有本条第一款规定行为的，丧失受遗赠权。

### **Chapter II: Legally-prescribed Inheritance**

**第一千一百二十六条 【男女平等享有继承权】**继承权男女平等。

**第一千一百二十七条 【法定继承人的范围及继承顺序】** 遗产按照下列顺序继承：

(一)第一顺序:配偶、子女、父母；

(二)第二顺序:兄弟姐妹、祖父母、外祖父母。

继承开始后，由第一顺序继承人继承，第二顺序继承人不继承；没有第一顺序继承人继承的，由第二顺序继承人继承。

本编所称子女，包括婚生子女、非婚生子女、养子女和有扶养关系的继子女。

本编所称父母，包括生父母、养父母和有扶养关系的继父母。

本编所称兄弟姐妹，包括同父母的兄弟姐妹、同父异母或者同母异父的兄弟姐妹、养兄弟姐妹、有扶养关系的继兄弟姐妹。

**第一千一百二十八条 【代位继承】** 被继承人的子女先于被继承人死亡的，由被继承人的子女的直系晚辈血亲代位继承。

被继承人的兄弟姐妹先于被继承人死亡的，由被继承人的兄弟姐妹的子女代位继承。

代位继承人一般只能继承被代位继承人有权继承的遗产份额。

**第一千一百二十九条 【丧偶儿媳、丧偶女婿的继承权】** 丧偶儿媳对公婆，丧偶女婿对岳父母，尽了主要赡养义务的，作为**第一顺序继承人**。

**第一千一百三十条 【遗产分配的原则】** 同一顺序继承人继承遗产的份额，一般应当均等。

对生活有特殊困难又缺乏劳动能力的继承人，分配遗产时，应当予以照顾。

对被继承人尽了主要扶养义务或者与被继承人共同生活的继承人，分配遗产时，可以多分。

有扶养能力和有扶养条件的继承人，不尽扶养义务的，分配遗产时，应当不分或者少分。

继承人协商同意的，也可以不均等。

**第一千一百三十一条 【酌情分得遗产权】** 对继承人以外的依靠被继承人扶养的人，或者继承人以外的对被继承人扶养较多的人，可以分给适当的遗产。

**第一千一百三十二条 【继承处理方式】** 继承人应当本着互谅互让、和睦团结的精神，协商处理继承问题。遗产分割的时间、办法和份额，由继承人协商确定；协商不成的，可以由人民调解委员会调解或者向人民法院提起诉讼。

### Chapter III Inheritance by Will and Bequests

**第一千一百三十三条 【遗嘱处分个人财产】** 自然人可以依照本法规定立遗嘱处分个人财产，并可以指定遗嘱执行人。

自然人可以立遗嘱将个人财产指定由法定继承人中的一人或者数人继承。



自然人可以立遗嘱将个人财产赠与国家、集体或者法定继承人以外的组织、个人。

自然人可以依法设立遗嘱信托。

**第一千一百三十四条 【自书遗嘱】**自书遗嘱由遗嘱人亲笔书写，签名，注明年、月、日。

**第一千一百三十五条 【代书遗嘱】**代书遗嘱应当有两个以上见证人在场见证，由其中一人代书，并由遗嘱人、代书人和其他见证人签名，注明年、月、日。

**第一千一百三十六条 【打印遗嘱】**打印遗嘱应当有两个以上见证人在场见证。遗嘱人和见证人应当在遗嘱每一页签名，注明年、月、日。

**第一千一百三十七条 【录音录像遗嘱】**以录音录像形式立的遗嘱，应当有两个以上见证人在场见证。遗嘱人和见证人应当在录音录像中记录其姓名或者肖像，以及年、月、日。

**第一千一百三十八条 【口头遗嘱】**遗嘱人在危急情况下，可以立口头遗嘱。口头遗嘱应当有两个以上见证人在场见证。危急情况消除后，遗嘱人能够以书面或者录音录像形式立遗嘱的，所立的口头遗嘱无效。

**第一千一百三十九条 【公证遗嘱】**公证遗嘱由遗嘱人经公证机构办理。

**第一千一百四十条 【遗嘱见证人资格的限制性规定】**下列人员不能作为遗嘱见证人：

(一)无民事行为能力人、限制民事行为能力人以及其他不具有见证能力的人；

(二)继承人、受遗赠人；

(三)与继承人、受遗赠人有利害关系的人。

**第一千一百四十一条 【必留份】**遗嘱应当为缺乏劳动能力又没有生活来源的继承人保留必要的遗产份额。

**第一千一百四十二条 【遗嘱的撤回、变更以及遗嘱效力顺位】**遗嘱人可以撤回、变更自己所立的遗嘱。

立遗嘱后，遗嘱人实施与遗嘱内容相反的民事法律行为的，视为对遗嘱相关内容的撤回。

立有数份遗嘱，内容相抵触的，以最后的遗嘱为准。

**第一千一百四十三条 【遗嘱的实质要件】**无民事行为能力人或者限制民事行为能力人所立的遗嘱无效。

遗嘱必须表示遗嘱人的真实意思，受欺诈、胁迫所立的遗嘱无效。

伪造的遗嘱无效。

遗嘱被篡改的，篡改的内容无效。

**第一千一百四十四条 【附义务遗嘱】**遗嘱继承或者遗赠附有义务的，继承人或者受遗赠人应当履行义务。没有正当理由不履行义务的，经利害关系人或者有关组织请求，人民法院可以取消其接受附义务部分遗产的权利。

#### Chapter IV: Disposal of Estates

**第一千一百四十五条 【遗产管理人的选任】**继承开始后，遗嘱执行人为遗产管理人；没有遗嘱执行人的，继承人应当及时推选遗产管理人；继承人未推选的，由继承人共同担任遗产管理人；没有继承人或者继承人均放弃继承的，由被继承人生前住所地的民政部门或者村民委员会担任遗产管理人。

**第一千一百四十六条 【遗产管理人的指定】**对遗产管理人的确定有争议的，利害关系人可以向人民法院申请指定遗产管理人。

**第一千一百四十七条 【遗产管理人的职责】**遗产管理人应当履行下列职责：

- (一)清理遗产并制作遗产清单；
- (二)向继承人报告遗产情况；
- (三)采取必要措施防止遗产毁损、灭失；
- (四)处理被继承人的债权债务；
- (五)按照遗嘱或者依照法律规定分割遗产；
- (六)实施与管理遗产有关的其他必要行为。

**第一千一百四十八条 【遗产管理人未尽职责的民事责任】**遗产管理人应当依法履行职责，因故意或者重大过失造成继承人、受遗赠人、债权人损害的，应当承担民事责任。

**第一千一百四十九条 【遗产管理人的报酬】**遗产管理人可以依照法律规定或者按照约定获得报酬。

**第一千一百五十条 【继承开始后的通知】**继承开始后，知道被继承人死亡的继承人应当及时通知其他继承人和遗嘱执行人。继承人中无人知道被继承人死亡或者知道被继承人死亡而不能通知的，由被继承人生前所在单位或者住所地的居民委员会、村民委员会负责通知。

**第一千一百五十一条 【遗产的保管】**存有遗产的人，应当妥善保管遗产，任何组织或者个人不得侵吞或者争抢。

**第一千一百五十二条 【转继承】**继承开始后，继承人于遗产分割前死亡，并没有放弃继承的，该继承人应当继承的遗产转给其继承人，但是遗嘱另有安排的除外。

**第一千一百五十三条 【遗产的认定】**夫妻共同所有的财产，除有约定的外，遗产分割时，应当先将共同所有的财产的一半分出为配偶所有，其余的为被继承人的遗产。

遗产在家庭共有财产之中的，遗产分割时，应当先分出他人的财产。

**第一千一百五十四条 【法定继承的适用范围】**有下列情形之一的，遗产中的有关部分按照法定继承办理：

- (一)遗嘱继承人放弃继承或者受遗赠人放弃受遗赠；
- (二)遗嘱继承人丧失继承权或者受遗赠人丧失受遗赠权；
- (三)遗嘱继承人、受遗赠人先于遗嘱人死亡或者终止；
- (四)遗嘱无效部分所涉及的遗产；
- (五)遗嘱未处分的遗产。

**第一千一百五十五条 【胎儿预留份】**遗产分割时，应当保留胎儿的继承份额。胎儿娩出时是死体的，保留的份额按照法定继承办理。

**第一千一百五十六条 【遗产分割的原则和方法】**遗产分割应当有利于生产和生活需要，不损害遗产的效用。

不宜分割的遗产，可以采取折价、适当补偿或者共有等方法处理。

**第一千一百五十七条 【再婚时对所继承遗产的处分权】**夫妻一方死亡后另一方再婚的，有权处分所继承的财产，任何组织或者个人不得干涉。

**第一千一百五十八条 【遗赠扶养协议】**自然人可以与继承人以外的组织或者个人签订遗赠扶养协议。按照协议，该组织或者个人承担该自然人生养死葬的义务，享有受遗赠的权利。

**第一千一百五十九条 【遗产分割时的义务】**分割遗产，应当清偿被继承人依法应当缴纳的税款和债务；但是，应当为缺乏劳动能力又没有生活来源的继承人保留必要的遗产。

**第一千一百六十条 【无人继承遗产的归属】**无人继承又无人受遗赠的遗产，归国家所有，用于公益事业；死者生前是集体所有制组织成员的，归所在集体所有制组织所有。

**第一千一百六十一条 【被继承人税款、债务清偿的原则】**继承人以所得遗产实际价值为限清偿被继承人依法应当缴纳的税款和债务。超过遗产实际价值部分，继承人自愿偿还的不在此限。

继承人放弃继承的，对被继承人依法应当缴纳的税款和债务可以不负清偿责任。

**第一千一百六十二条 【清偿被继承人税款、债务优先于执行遗赠的原则】**执行遗赠不得妨碍清偿遗赠人依法应当缴纳的税款和债务。

**第一千一百六十三条 【既有法定继承又有遗嘱继承、遗赠时税款和债务的清偿】**既有法定继承又有遗嘱继承、遗赠的，由法定继承人清偿被继承人依法应当缴纳的税款和债务；超过法定继承遗产实际价值部分，由遗嘱继承人和受遗赠人按比例以所得遗产清偿。

## Part 7: Tort Liability

### Chapter I: General Provisions

**Article 1164: [Scope of Adjustment for the Part on Tort Liability]**This Part adjusts civil relationships produced by harms to rights and interests.

**Article 1165: [Principle of Fault Liability]**Actors who infringe on the civil rights and interests of others due to their fault shall bear tort liability.

Where there is a presumption of the actors' fault provided by law and they cannot prove that they do not have fault, they shall bear tort liability.

**Article 1166: [Principle of No-fault Liability]**Where an actor causes harm to another person's civil legal rights and interests they are obligated to bear liability where the law prescribes they must, regardless of fault.

**Article 1167: [Methods of Bearing Responsibility for Endangering Others' Security in their Persons or Property]**Where actors endanger the security of others in their person or property, the person infringed upon has the right to demand that the tortfeasor bear responsibility for stopping the infringement, removing obstructions, eliminating the danger, and so forth.

**Article 1168: [Joint Torts]**Where two or more people jointly perpetrate torts and cause harm to others, they shall bear joint liability.

**Article 1169: [Instigating or Assisting Torts]**Those who incite or assist others in perpetrating tortious conduct shall bear joint liability with the actor.

Those who incite or aid a person who lacks or has limited capacity for civil conduct in perpetrating tortious conduct shall bear tort liability; where the guardian of a person who lacks or has limited capacity for civil conduct does not fulfill their guardianship duties, they shall bear corresponding responsibility.

**Article 1170: [Joint Endangerment]**Where two or more people carry out conduct that endangers the security of others physically or in their property, and one or more of their actions causes harm to others, and it is possible to determine which of them caused the harm, that tortfeasor is to bear tort liability; where the particular actor cannot be determined, they shall bear joint liability.

**Article 1171: 【分别侵权承担连带责任】**Where two or more people separately perpetrate torts to cause the same harm, and each person's tortious conduct is itself sufficient to cause the full harm, the actors bear joint responsibility.

**Article 1172: 【分别侵权承担按份责任】**Where the tortious conduct carried out by two or more persons caused the same harm and it is possible to determine the degree of their responsibility, each is to bear the corresponding responsibility; where it is difficult to determine the degree of their responsibility, they are to bear liability equally.

**Article 1173: [Negligence Offset]**Where the infringed is at fault for the occurrence or expansion of the same harm, the tortfeasors' liability may be reduced.

**Article 1174: [Victims Intent]**Where harms are intentionally caused by the victims, the actors do not bear liability.

**Article 1175: [Third Party Fault]**Where harms are caused by third parties, the third party shall bear tort liability.

**Article 1176: [Assumption of Risk]**Where one voluntarily participates in a recreational activity that includes definite risk and suffers harm as the result of other participants' conduct, the victim must not demand that the other participants bear tort liability except where the other participants act with intent or gross negligence.

Article 1198 and 1201 apply to the liability of the activities' organizers.

**Article 1177: 【Self-help conduct】**Where lawful rights and interests are infringed upon and the circumstances are urgent so that one cannot promptly receive protection from state organs, and

the lawful rights and interests will suffer irreparable harm if measures are not taken immediately, the victims may employ reasonable measures such as holding the tortfeasors' property as necessary to protect their own lawful rights and interests but shall immediately request that relevant public organs handle the matter.

Where the measures employed by the victim improperly cause harm to others, they shall bear tort liability.

**Article 1178: [Priority application of special provisions]**Where this Law or other laws have other provisions regarding circumstances where responsibility is not to be borne or where responsibility is to be reduced, follow those provisions.

## **Chapter II: Compensation for Damages**

**Article 1179: [Scope of Compensation for Harms to the Person]**Those who cause physical injury to others shall compensate reasonable costs of treatment and rehabilitation such as fees from treatment, nursing care, transportation, nutrition, and hospital stays, as well as resulting loss or reduction of income. Where disability was caused, compensation shall also be given for assistive equipment and disability benefits; and where death was caused, compensation shall also include funeral expenses and death compensation.

**Article 1180: 【Determine the compensation for death at the same amount】** Where the same tortious conduct causes the death of several people, death compensation may be set at the same amount.

**Article 1180: [Determination of the entities with the right to make demands when the person infringed upon is deceased]**Where the persons infringed upon die, their relatives have the right to demand that the tortfeasors bear tort liability. Where the persons infringed upon are organizations, and that organization divides or merges, the organization inheriting its rights has the right to demand the tortfeasors bear tort liability.

Where the persons infringed upon die, the persons who paid for their medical expenses, funeral expenses, and other reasonable expenses have the right to demand that the tortfeasors make compensation, except where the tortfeasors have already paid those expenses.

**Article 1182: 【侵害人身权益造成财产损失的赔偿数额的确定】**Where tortfeasors harm others' rights in their persons, causing property losses, compensation is to be in accordance with the losses suffered by the infringed or the tortfeasors' gains; where it is difficult to determine the resulting losses suffered by the victims and the gains obtained by the tortfeasors, and the victim and the infringer do not agree on the amount of compensation after discussions and a lawsuit is brought, the amount of compensation is to be determined by the People's Court based on the actual circumstances.

**Article 1183: [Compensation for Mental Harm]**Where infringement of a natural persons' rights and interests in their persons causes serious mental harm, the persons infringed upon may demand compensation for mental harm.

Where serious mental damage is caused by the intentional or grossly negligent infringement of a specific object of personal significance to a natural person, the infringed have the right to claim compensation for mental damages.

**Article 1184: [Methods of Calculating Property Damages]**Where the property of others is infringed upon, the property losses are to be calculated by reasonable methods such as following the market price at the time the harm occurred.

**Article 1185: [Punitive Damages for Violations of Intellectual Property Rights]**Where the intellectual property rights of others are intentionally violated and the circumstances are serious, the person infringed upon has the right to demand appropriate punitive damages.

**Article 1186: [Fair Responsibility Principle]**Where neither the victims nor the actors are at fault regarding the occurrence of harm, the losses may be shared by both sides as provided by law.

**Article 1187: [Methods of Paying Compensation]**After a harm occurs, the parties may discuss the method of paying compensation fees. Where they cannot reach an agreement through negotiation, the compensation shall be paid as a lump sum; where it would be truly difficult to make a lump sum payment, it may be paid in installments, but the person infringed upon has the right to demand that guarantees be provided.

### **Chapter III: Special Provisions on Entities' Liability**

**Article 1188: [Responsibility of Guardians]**Where persons who lack or have limited capacity for civil conduct cause harm to others, the guardians are to bear tort liability. Where the guardians had fully performed their guardianship duties, their tort liability may be reduced.

Where persons who lack or have limited capacity for civil conduct cause harm to others, costs of compensation are to be paid from any assets they have; and any uncovered portion is to be paid by the guardians.

**Article 1189: [Responsibility of Retained Guardians]**Where persons who lack or have limited capacity for civil conduct cause harm to others, and their guardians have entrusted guardianship responsibility to another, the guardian bears tort liability; but where the entrusted person has fault, they are to bear corresponding responsibility.

**Article 1190: [Liability for torts while unconscious]**Where due to their own fault, a person with full civil capacity temporarily lacks awareness or loses control of their own actions and causes harm to another, they shall bear tort liability; where there is no fault, the actor shall appropriately compensate the person infringed upon based on their economic situation.

Where a person with full civil capacity temporarily lacks awareness or loses control of their actions due to drunkenness, abuse of narcotics, or psychopharmaceuticals, they shall bear tort liability.

**Article 1191: 【用人单位责任和劳务派遣单位、劳务用工单位责任】**Where employers' staffs cause harm to others as a result of their performing work tasks, the employer bears tort liability. After an employer bears tort liability it may seek indemnification from staff who acted with intent or gross negligence.

Where while dispatched for work purposes, the dispatched employee causes harm to others while performing work tasks, the employer that dispatched them bears tort liability; where the unit dispatching the worker is at fault, it is to bear corresponding responsibility.

**Article 1192: [Tort liability in personal employment relationships]**Where an employment relationship is formed between individuals and the party providing labor causes harm to others as a result of the work, the party receiving the benefit of the labor bears tort liability. The party receiving the benefit of the labor may seek indemnification from the party providing the labor where there was intentional or grossly negligent conduct. Where the party providing labor suffers harm as the result of the work, both parties bear responsibility in accordance with their respective fault.

Where during the period of providing labor, the conduct of a third party causes harm to the party providing labor, the labor providing party has the right to demand that the third party bear tort liability, and also has the right to demand that the party receiving the benefit of the labor give compensation. After the party receiving labor makes compensation, it may seek indemnification from the third party.

**Article 1193: 【Infringement liability in contracting relationships】** Where contractors cause harm to third parties or are harmed themselves in the course of completing work, the person hiring them does not bear tort liability. However, where the hiring party has fault in their requests, directions, or selections, they shall bear corresponding responsibility.

**Article 1194: 【Online Tort Liability】**Where network users or service providers use the networks to infringe on other people's rights and interests, they shall bear tort liability. Where the law provides otherwise, follow those provisions.

**Article 1195: 【Network Service providers' tort compensation measures and liability】**Where network users use network services to carry out tortious conduct, the rightsholders have the right to notify the network service provider to employ necessary measures such as deletion, blocking, or disconnecting links. The notice shall include preliminary evidence that infringement was constituted as well as the rights holders' true identity information.

After network service providers receive a notification, they shall promptly forward it to the relevant users and employ necessary measures based on the preliminary evidence that a tort was constituted and the type of services; where necessary measures are not promptly employed, they are to bear joint liability with the network users for the increase in harm.

Where the rightsholders' error in giving notice causes harm to network users or network service providers, they shall bear tort liability. Where the law provides otherwise, follow those provisions.

**Article 1196: 【Declaration of non-infringement】**After network users receive the forwarded notice, they may submit a declaration to the network service providers saying that there was no tortious conduct. The declaration shall include preliminary evidence that there was not tortious conduct and the network users' true identity information.

After network service providers receive a declaration, they shall transfer that declaration to the rightsholders that had sent the notification, and notify them that they may make a complaint to the relevant departments or initiate litigation in the people's courts. Where within a reasonable period of time following the rightsholders' receipt of the declaration transferred by the network service provider, notice is not received that the rightsholders have made a complaint or initiated litigation, any measures employed shall be promptly terminated.

**Article 1197: 【Joint Liability of Network Service Providers】**Where network service providers knew or should have known that network users used their network services to infringe upon the civil rights and interests of others, and failed to employ necessary measures, they are to bear joint liability with the network users.

**Article 1198: 【Obligation to Ensure Security】**Where the operators or managers of business venues and public spaces such as hotels, malls, banks, bus stations, airports, stadiums, and recreational venues, or the organizers of public activities, fail to fully perform obligations to ensure safety, causing harm to others, they shall bear tort liability.

Where harm is caused to others as the result of a third party's actions, the third-party is to bear tort liability; but where operators, managers, or organizers have failed to fully perform their obligations to ensure safety, they bear corresponding supplementary liability. After bearing supplementary liability, the operators, managers, or organizers may seek indemnification from the third party.

**Article 1199: [Presumption of responsibility for educational institutions]**Where persons without capacity for civil action suffer physical injury during their studies or lives at kindergartens, schools, or other educational institutions, the kindergarten, school, or other educational institution shall bear tort liability; those that can sufficiently prove that they fully performed their educational and management duties, however, do not bear tort liability.

**Article 1200: [Liability for Fault by Educational Institution]**Where persons with limited capacity for civil action suffer physical injury during their studies or lives at schools or other educational institutions, and the school or other educational institution has failed to fully perform its educational and management duties, it shall bear tort liability.

**Article 1201: [Distribution of responsibility when third parties cause injuries in educational institutions]**Where persons who lack or have limited capacity for civil conduct are harmed while studying or living at kindergartens, schools, or other educational institutions by third parties other than from the kindergarten, school, or educational institution, the third party is to bear tort liability; where the kindergarten, school, or other educational institution has failed to fulfill its management duties, it is to bear corresponding supplementary liability. After kindergartens, schools, and other education institutions bear supplementary responsibility, they may seek indemnification from the third parties.

#### **Chapter IV: Product Liability**

**Article 1202: [Manufacturing Liability]**Where a defect in a product causes harm to others, the manufacturer shall bear tort liability.

**Article 1202: [Paths by which Those Infringed Upon Can Demand Compensation for Harms]**Where a product defect causes harms to others, the persons infringed upon may demand compensation from the product manufacturer and may also demand compensation from the seller of the product.

Where the product defect was caused by the manufacturer, the sellers may seek indemnification from the manufacturer after making compensation. Where a product defect is caused by the fault of the seller, the manufacturer may seek indemnification from the seller after making compensation.

**Article 1204: [Manufacturers' and Sellers' Right to seek Indemnification from at-fault Third Parties]**Where a defect exists in a product as a result of fault by third parties transporting or storing it, and causes harm to others, the manufacturers and sellers may seek indemnification from the third parties after making compensation.

**Article 1205: [Methods of Bearing Responsibility for Endangering Others' Security in their Persons or Property]**Where persons' security in their persons and property is threatened by a product defect, those infringed upon have the right to demand that the manufacturers and sellers bear tort liability to stop the infringement, remove obstructions, eliminate threats, and so forth.

**Article 1206: [Remedial measures and tort liability for product defects discovered after circulation]**Where product defects are discovered after a product enters circulation, the manufacturers and sellers shall promptly employ remedial measures such as stopping sales, giving warnings, and making recalls; where they fail to promptly employ remedial measures or inadequately employ them, causing the harm to increase, they shall bear tort liability for the increased harm.

Where recall measures are employed in accordance with the preceding paragraph, the manufacturers and sellers shall bear the costs incurred by those infringed upon that result.



**Article 1207 : [Punitive Compensation for Product Liability]** Where death or serious injury to health is caused by a product that is still manufactured or sold despite knowledge of a defect, or by failure to take remedial measures as provided for in the preceding paragraph, the person infringed upon has the right to demand corresponding punitive compensation.

## **Chapter V Motor Vehicle Traffic Accident Liability**

**Article 1208: [Application of Law for Motor Vehicle Accident Responsibility]**Where motor vehicle accidents cause harm to others, responsibility for compensation is borne in accordance with traffic safety laws and this Law.

**Article 1209: [Tort Liability when the motor vehicle's owner, manager, and user are not the same]**In circumstances such as rentals or lending, where the owner, manager, and user of the motor vehicles is not the same, and a traffic accident occurs causing harm that is within the responsibility of the motor vehicle side, the user of the motor vehicle is to bear tort liability; where the owner or manager of the motor vehicle is at fault, corresponding responsibility for compensation is to be borne.

**Article 1210: [Tort liability for motor vehicles that have been transferred and delivered but for which registration has not been completed]**Where parties have already sold or otherwise transferred a motor vehicle and delivered it, but registration has not yet been completed, and a traffic accident occurs causing harm that is within the responsibility of the motor vehicle party, the transferee bears responsibility for compensation.

**Article 1211: [Responsibility for Infringement by Affiliated Motor Vehicles]**Motor vehicles that are engaged in road transportation business activities in an affiliated matter and a traffic accident occurs that causes harm and is within the vehicle's responsibility, the affiliate and the principal are to bear joint responsibility.

**Article 1212: [Responsibility where the unauthorized use of another's motor vehicle causes harm]**Where a traffic accident occurs causing harm while operating another's vehicle without permission, and it is within the responsibility of the vehicle, the user of the motor vehicle bears responsibility for compensation; where the owner or manager of the motor vehicle is at fault in the accident's occurrence, they are to bear corresponding responsibility for compensation except as otherwise provided in this Chapter.

**Article 1213: [Order of Compensation for Entities Responsible for Traffic Accidents]**Where a motor vehicle traffic accident occurs causing harm that is within the responsibility of the motor vehicle side, the insurer underwriting the motor vehicle's compulsory insurance is to make compensation within the limits of compulsory insurance liability; the unpaid portion is to be compensated by the insurer underwriting the motor vehicle's commercial insurance in accordance with the agreements in the insurance contract; where this is still insufficient or there is no commercial insurance for the motor vehicle, the tortfeasor is to make compensation.

**Article 1214: [Responsibility for torts of assembled or scrapped cars]**Where motor vehicles cobbled together from parts or that have already reached the standard for salvage are sold or otherwise transferred and a traffic accident occurs causing harm, the transferor and the transferee bear joint responsibility.

**Article 1215: [Tort Liability for Stolen, Robbed, of Seized Vehicles]**Where traffic accidents involving motor vehicles that have been taken by theft, robbery, or seizure occur and cause harm, the thief, robber, or person who seized the motor vehicle bears responsibility for compensation. Where the thief, robber, or person who seized the vehicle is not the same as the person operating the motor vehicle, and a traffic accident occurs causing harm that is with the responsibility of the motor vehicle party, the thief, robber, or person who seized the motor vehicle bears joint responsibility with the vehicles' operator.

Where the insurer has paid salvage costs within scope of mandatory motor vehicle insurance liability, they have the right to seek indemnification from the persons responsible for the accident.

**Article 1216: [Responsibility for fleeing the scene of an accident and for rescuing victims]**Where the driver of a motor vehicle flees after an accident occurs, and the motor vehicle participates in mandatory insurance, the insurer is to make compensation with the scope of mandatory insurance liability; where the vehicle is unidentified, does not participate in mandatory insurance, or the repair costs exceed the limits of mandatory liability insurance, and payment is required for fees such as the emergency care of the victims's injuries or funeral expenses, the Social Assistance Fund for Road Traffic Accidents. After the Social Assistance Fund for Road Traffic Accidents pays, its management body has the right to seek indemnification from the person responsible for the accident.

**Article 1217: [Responsibility for Passengers]**Where a traffic accident occurs causing harm to a non-paying passenger in a non-commercial motor vehicle, and it is within the scope of the motor vehicle side's liability, their liability for compensation shall be reduced except where the operator of the motor vehicle acted with intent or gross negligence.

## **Chapter VI: Responsibility for Medical Injury**

**Article 1218: [Principles for attribution of responsibility for medical injuries and entities bearing responsibility]**Where patients are harmed during medical diagnostic and treatment activities, and the medical establishment or its medical personnel are at fault, the medical establishment is to bear responsibility for compensation.

**Article 1219: [Medical Personnel's Obligation to Explain and Patients' Right of Informed Consent]**Medical personnel shall explain symptoms and treatment measures to patients during diagnosis and treatment. Where surgery, special tests, or special treatments are required, the medical personnel shall explain the specific risks and alternative treatment plans to the patients and obtain their explicit consent; where they are unable to explain to the patient or it is inappropriate to do so, they shall explain to the patient's relatives and obtain their explicit consent.

Where medical personnel do not fulfill the obligations of the preceding paragraph and harm is caused to the patient, the medical establishment shall bear responsibility for compensation.

**Article 1220: [Special provisions on informed consent in emergency situations]**In emergency situations such as saving a patient's life, where it is impossible to obtain the comments of the patient or their families, the corresponding treatment may be performed immediately with the approval of the person in charge of the medical establishment or an authorized person.

**Article 1221: [Delineation of Medical Personnel's Fault in Diagnosis and Treatment Activities]**Where medical personnel cause harm to patients by failing to perform their obligations of medical treatment at the level of current medical practice, the medical establishments shall bear responsibility for compensation.

**Article 1222: [Presumption of the medical establishment's fault]**In any of the following situations where patients suffer harm during diagnostic and treatment activities, the medical establishment is presumed to be at fault:

- (1) Laws, administrative regulations, rules, and other provisions on the regulation of diagnosis and treatment were violated;
- (2) Concealment or refusal to provide medical records related to a dispute;
- (3) Losing, fabricating, altering, or illegally destroying medical records.

**Article 1123: [Responsibility for torts caused by defects in medicines, disinfectants, or medical instruments, or by infusion of substandard blood]**Where patients are harmed by defects in medicines, disinfectants, or medical instruments, or by infusion of substandard blood, the patient may demand compensation from the persons in possession of the permits for listing the medicine, its manufacturer, or the institution providing the blood, and may also demand compensation from the medical establishment. Where patients demand compensation from the medical establishment, after it makes compensation, the medical establishment has the right to seek indemnification from the persons in possession of the medicine's listing permits, its manufacturer, or the institution that provided blood.

**Article 1224: [Situations where medical institutions are not liable]**In any of the following situations, where a patient suffers harm during diagnostic and treatment activities, the medical establishment does not bear responsibility for compensation:

- (1) The patient or their family do not cooperate with the medical establishment in conducting diagnosis and treatment that is in accordance with diagnostic and treatment standards;
- (2) Medical personnel fulfilled their obligation of reasonable care in life-saving treatment or other emergency situations;
- (3) Diagnosis and treatment were difficult due to current limits on the level of medical care.

In the first item of the preceding paragraph, where the medical establishment or medical personnel are also at fault, they shall bear corresponding responsibility for compensation.

**Article 1225: [Medical records: obligations of medical establishments and rights of patients]**Medical establishments and their medical personnel shall follow provisions to complete and appropriately store hospital records, doctor's orders, inspection reports, surgery and anesthesia records, pathology materials, nursing records and other medical records.

Where patients request to consult or reproduce the medical records specified in the preceding paragraph, the medical institution shall promptly provide them.

**Article 1226: [Patient Privacy and Personal Information Protection]** Medical organizations and medical personnel shall keep patients' private and personal information confidential. Those who leak patients' private and personal information, or disclosure patient medical records without consent, shall bear responsibility for infringement of rights.

**Article 1227: [Prohibition of excessive inspection of violations]**Medical establishments and their medical personnel must not violate diagnostic and treatment standards by carrying out unnecessary tests.

**Article 1228 [Preserve the Lawful Rights and Interests of Medical Establishments and Their Medical Personnel]**Medical establishments' and their medical personnel's lawful rights and interests receive the protection of law.

Those disrupting medical order, impairing the work and lives of medical personnel or harming their lawful rights and interests, shall bear legal responsibility in accordance with law.

## **Chapter VII: Liability for Environmental Pollution and Ecological Destruction**

**Article 1229: [Torts Liability for Harms of Environmental Pollution and Ecological Destruction]** Where harms are caused to others by environmental pollution or ecological destruction, the tortfeasor is to bear tort liability.

**Article 1230: [Responsibility to Report Torts of Environmental Pollution and Ecological Destruction]**Where disputes occur due to environmental pollution or ecological destruction, the actor shall have the burden of proof in showing circumstances where the laws provides that they do not bear responsibility or that responsibility is reduced, as well as in showing that there is no causal relationship between their conduct and the harm.

**Article 1231: [Determination of the Degree of Responsibility for Two or More Tortfeasors]**Where two or more tortfeasors pollute the environment or destroy the ecology, the degree of responsibility they bear is to be determined on the basis of factors such as the type, concentration, and volume of pollutants discharged, the methods, scope, and extent of ecological destruction, and the consequences brought on by their actions.

**Article 1232: [Punitive damages for torts of environmental pollution and ecological destruction]**Where tortfeasors violate laws by intentionally polluting the environment or destroying the ecology and cause serious consequences, the persons infringed upon have the right to demand corresponding punitive compensation.

**Article 1233: [Tort Liability for environmental pollution and ecological destruction due to a third party's fault]**Where a third party's fault causes environmental pollution or ecological destruction, the persons infringed upon may demand compensation from the tortfeasor, or may also demand compensation from the third party. After the tortfeasor makes compensation, they have the right to seek indemnification from the third party.

**Article 1234: [Responsibility for ecological restoration]**Where violations of state provisions cause harm to the environment and ecology, and ecological restoration is possible, the organs provided for by the state, or the organizations provided for by law have the right to demand the tortfeasor bear responsibility for restoration within a reasonable period of time. Where the tortfeasor fails to conduct restoration within the time period, the organs provided for by the state or the organizations provided for by law may conduct the restoration themselves or by retaining others, and the necessary expenses are to be borne by the tortfeasor.

**Article 1235: [Scope of Compensation in Public Interest Litigation]**Where violations of state provisions cause harm to the environmental ecology, the organs provided for by the state or the organizations provided for by law have the right to demand that the tortfeasors make compensation for the following losses and expenses:

- (1) Losses incurred due to the loss of services and functions in the period between the harm being suffered and restoration being complete;
- (2) Losses caused by permanent harms to the environmental and ecological functions;
- (3) Expenses such as for surveys, evaluations, and assessments of ecological and environmental harm;
- (4) Expenses for eliminating pollution and ecological restoration;
- (5) Reasonable expenses paid to prevent the occurrence or expansion of harms.

## **Chapter VIII: Responsibility for ultrahazards**

**Article 1236: [General Provisions on Responsibility for Ultrahazards]**Those engaged in ultrahazardous operations who cause injury to others shall bear tort liability.

**Article 1237: [Responsibility for harm caused by civil nuclear facilities or materials]**Where a nuclear incident causing harm to others occurs in a civil nuclear facility or in the transport of

nuclear materials into and out of nuclear facilities, the unit operating the civil nuclear facility shall bear tort liability; but responsibility is not borne where it can be sufficiently proven that the harm resulted from war, armed conflict, insurgency, or other such situations, or was intentionally caused by the victims.

**Article 1238: [Responsibility for harms caused by civil aircraft]**Where civil aircraft cause harms to others, the operators of the civil aircraft shall bear tort liability; but liability is not borne where it can be sufficiently proven that the victim intentionally caused the harm.

**Article 1239: [Responsibility for Harms Caused by Occupation or Use of Ultrahazardous Items]**Where the possession or use of inflammable, explosive, toxic, radioactive, corrosive, highly pathogenic or otherwise ultrahazardous items cause harm to other, those in possession or using them shall bear tort liability, but liability is not borne where it can be sufficiently proven that the victim intentionally caused the harm or resulted from force majeure. Where the person infringed upon has substantial fault in the harm's occurrence, the responsibility of the possessor or user may be reduced.

**Article 1240: [Responsibility for harm caused by high-altitude, high-pressure, or underground excavation activities, or by the use of high-speed rail transportation]**Where engagement in high-altitude, high-pressure, or underground excavation activities or the use of high-speed rail transportation causes harm to others, the operators shall bear tort liability; but liability is not borne where it can be sufficiently proven that the victim intentionally caused the harm or it was caused by force majeure. Where the person infringed upon has substantial fault in the harm's occurrence, the responsibility of the operator may be reduced.

**Article 1241: [Responsibility for harms caused by lost or abandoned ultrahazardous items]**Where lost or abandoned ultrahazardous items cause harms to others, their owner is to bear tort liability. Where the owner has put the ultrahazardous items in the management of others, the managers are to bear tort liability; but where the owner is at fault, they are to bear joint liability with the managers

**Article 1242: [Responsibility for Illegal Possession of Ultrahazardous Items]**Where the illegal possession of ultrahazardous items causes harm to others, tort liability is to be borne by the person with illegal possession. Where the owners or managers cannot prove that they performed their obligation of a high duty of care in preventing illegal possession, they are to bear joint responsibility with those in illegal possession.

**Article 1243: [Responsibility for Ensuring Safety in Ultrahazardous Locations]**Where entry without permission into regions for ultrahazardous activities or regions where ultrahazardous items are stored causes harms, and the managers can sufficiently prove that they employed adequate safety measures and fulfilled obligations to give sufficient warning, tort liability may be reduced or not borne.

**Article 1244: [Compensation Limits for Ultrahazard Responsibility]**Where the law prescribes limits on the amount of compensation for responsibility for ultrahazards, follow those provisions, except where the actor had intent or substantial fault.

## **Chapter IX: Responsibility for Harms Caused by Keeping Animals**

**Article 1245: [General Provisions on Responsibility for Harms Caused by Keeping Animals]**Where kept animals cause harm to others, the animals' keepers or managers shall bear tort liability; but where it can be sufficiently proven that the harms were caused by the victims' fault or gross negligence, they might not bear liability or have liability reduce.

**Article 1246: [Responsibility for Harms Caused by Failure to Employ Safety Measures for Animals]**Where violations of management provisions by the failure to employ safety measures for

animals cause harm to others, the animals' keepers or managers shall bear tort liability; but where it can be sufficiently proven that the harms were intentionally caused by the victims, liability may be reduced.

**Article 1247: [Responsibility for harms caused by keeping prohibited dangerous animals]**Where the prohibited keeping of vicious dogs and other dangerous animals causes harm to others, the animals' keepers or managers shall bear tort liability.

**Article 1248: [Responsibility for harms caused by zoo animals]**Where zoo animals cause harm to others, the zoo shall bear tort liability; but tort liability is not borne where it can be sufficiently proven that management duties were fully performed.

**Article 1249: [Responsibility for harms caused by abandoned or escaped animals]**Where harms are caused to others by animals while they are abandoned or escaped, the animals' keepers or managers bear tort liability.

**Article 1250: [Responsibility where the fault of a third party makes an animal cause harm]**Where the fault of a third party causes an animal to harm others, the person infringed upon may demand compensation from the animals' keepers or managers, and may also demand compensation from the third party. After the animals' keepers or managers make compensation, they have the right to seek indemnification from the third party.

**Article 1251: [Obligations to be Performed in Keeping Animals]**Laws and regulations shall be complied with in the keeping of animals, social norms shall be respected, and the lives of others must not be obstructed.

## **Chapter X: Responsibility for Harm Caused by Buildings and Items**

**Article 1252: [Responsibility for Harms Caused by the Collapse of Buildings, Structures or Other Facilities]**Where buildings, structures, or other facilities fall over or collapse and cause injury to others the construction unit and units carrying out the work are to bear joint liability, except where these units can sufficiently prove that there were no quality defects. After the constructing unit and the unit performing the work have made compensation, they have the right to seek indemnification from other responsible parties.

Where buildings, structures, or other facilities fall over or collapse and cause injury to others for reasons related to its owners, managers, users, or third parties, those owners, managers, users, or third parties are to bear tort liability.

**Article 1253: [Responsibility for harms caused by items extending from or hung on buildings, structures, or other facilities, as breaking loose and falling]** Where items extending or hanging from buildings, structures, or other facilities break loose and fall causing injury to others, and the owners, managers, or users cannot prove that they are without fault, they shall bear tort liability. After the owners, managers, or users make compensation, they make seek indemnification from other responsible persons.

**Article 1254: [Responsibility for Harm Caused by Thrown or Falling Objects]**It is forbidden to throw items from buildings. Where items that are thrown or dropped from a building cause harm to others, the tortfeasor is to bear tort liability; but where it is difficult to identify the specific tortfeasor through investigation, users of the building that might have cause harm are to give compensation, except where they can sufficiently prove that they are not the tortfeasors. After the users of the building that might have caused the harm have made compensation, they have the right to seek indemnification the tortfeasor.

Building managers such as facilities service companies shall employ necessary measures to ensure safety and prevent the occurrence of the situations in the preceding paragraph; where

they fail to employ necessary measures to ensure safety, they shall bear tort liability in accordance with law for failure to perform obligations to ensure safety.

Where the circumstances in the first paragraph of this article occur, the public security organs and other organs shall promptly investigate and identify responsible persons in accordance with law.

**Article 1255: [Responsibility for damage caused by collapse, tumbling, or sliding of piled objects]**Where stacked items collapse, roll, or slide, causing harm to others, and the person who stacked them cannot prove that they are without fault, they shall bear tort liability.

**Article 1256: [Responsibility for harms caused by items piled, dumped, or spilled that obstruct public roads]** Where public roads are obstructed by items that are piled, dumped, or spilled and harm is caused to others, the actor is to bear tort liability. Where the managers of public roads cannot prove that they fulfilled their obligations such as for cleaning, protection, and giving warnings, they shall bear corresponding responsibility.

**Article 1257: [Responsibility for harms caused to people from breathing or overturning trees, or by falling fruits and the like]**Where broken or overturned trees, or falling fruits and so forth, cause harm to others, and the trees' owners or managers cannot prove that they are not at fault, they shall bear tort liability.

**Article 1258: [Responsibility for Harms Caused by Construction in Public Places or on Roads and for Damage Caused by Underground Facilities such as Inspection Shafts]**Where harms are caused to others by digging, maintaining, or installing underground facilities in public places or roads, and the person doing the work cannot prove that they set up conspicuous signs and employed safety measures, they shall bear tort liability.

Where underground facilities such as maintenance holes cause harm to others, and the managers cannot prove that they have fulfilled their management duties, they shall bear tort liability.

### **Supplementary Provisions**

**Article 1259: [Meaning of Legal Terms]**民法所称的“以上”、“以下”、“以内”、“届满”，包括本数；所称的“不满”、“超过”、“以外”，不包括本数。

**第一千二百六十条 【施行日期及旧法废止】**本法自2021年1月1日起施行。《中华人民共和国婚姻法》、《中华人民共和国继承法》、《中华人民共和国民事诉讼法通则》、《中华人民共和国收养法》、《中华人民共和国担保法》、《中华人民共和国合同法》、《中华人民共和国物权法》、《中华人民共和国侵权责任法》、《中华人民共和国民法总则》同时废止。