



- REGULATION AND LEGAL FRAMEWORK
- Suez consequences: The unbalanced framework for shippers, *Rosa Romero, Partner, Attorney at Law "The Lawyer's House"*

Suez Canal: What else for global shippers

Once upon a time ... 1924

- International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules"), and Protocol of Signature, Signed in Brussels on August 25, 1924
- Hague-Visby Rules (1924-1968-1979), International Convention for the Unification of Certain Rules of Law relating to Bills of Lading ("Hague Rules") as Amended by the Brussels Protocol 1968 ("Visby Rules") and by the Brussels Protocol 1979
- **5 (a)** Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.67 units of account per package or unit or 2 units of account per kilogramme of gross weight of the goods lost or damaged, whichever is the higher.



The Hamburg Rules 1978

- United Nations Convention on the Carriage of Goods by Sea, Signed at Hamburg on March 30, 1978
- Art. 6 Limits of liability: 1 . (a) The liability of the carrier for loss resulting from loss of or damage to goods according to the provisions of Article 5 is limited to an amount equivalent to 835 units of account per package or other shipping unit or 2.5 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher.



Rotterdam Rules 2008

- "Convention of Contracts for the International Carrying of Goods Wholly or Partly by Sea" and authorized a signing ceremony for the Convention to be held in Rotterdam, recommending the new Convention to be known as the "Rotterdam Rules"
- **Article 59 Limits of liability**
 - 1. Subject to articles 60 and 61, paragraph 1, the carrier's liability for breaches of its obligations under this Convention is limited to 875 units of account per package or other shipping unit, or 3 units of account per kilogram of the gross weight of the goods that are the subject of the claim or dispute, whichever amount is the higher, except when the value of the goods has been declared by the shipper and included in the contract particulars, or when a higher amount than the amount of limitation of liability set out in this article has been agreed upon between the carrier and the shipper.



3 Bombs

- Hanjin's bankruptcy
- COVID 19, still on ...
- Suez Canal



Let's think about

- Is limitation liability a balanced answer for shippers and carriers?
- What would happen if limitation liability does not exist anymore?



Different ways of transport: different limits of liability

- Road 8,33 SDR (art. 23.3), Convention on the Contract for the International Carriage of Goods by road (CMR), Geneva, 19 May 1956
- Railway 17 SDR (art. 30.2), Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) - Appendix B to COTIF
- Air 19 SDR 22 SDR (art. 22.3), Convention for the Unification of Certain Rules for International Carriage by Air, done at Montréal on 28 May 1999



But ...

- ALL CONTRACTS KEEP BALANCE BETWEEN PARTS?
 - Energy
 - Internet ...



Next step

- React
- Accept



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Thanks a lot for your attention!

