



# Bill of Lading : Liability, Risk & Disputes During Global Conflicts

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- Previous webinar's at AMTOI
  - [Alternate Dispute Resolution](#)
  - [Cargo Claims & Errors & Omissions](#)
  - [Bills of Lading](#)
  
- Focus today
  - The prevailing “war” in the ME
  - Carrier's entitlement to Freight in case voyage is not performed



# DISCLAIMER

- This presentation is for informational purposes only and should not be relied upon as legal or other professional advice. Much would depend on the exact wordings of your contract, your communications with your client and the jurisdiction where the matter is being heard. This being the case, should you face any similar issues, you should obtain advice from a qualified professional before taking or defending any action.



- Liner Bills of Lading
  - [Maersk](#) & [MSC](#)- Matters affecting Performance - Clause 20 (Maersk) and 19 (MSC)- 3 sub parts
    - ❖ Carry by an alternative route but can charge additional freight
    - ❖ Suspend carriage and subsequently proceed with the carriage - entitled to additional freight
    - ❖ Abandon carriage - merchant responsible for all additional costs



- [TT Series 100](#) - Delivery of the Goods - Clause 13 - allows Carrier to abandon the carriage due to any *hindrance, risk, delay, difficulty or disadvantage* without notice to the merchant....
- [MTD](#) ( as placed on DG Shipping's website) - Clause 20 *Hindrances etc. affecting performance* - MTO to use *reasonable endeavors* to complete transport...



- ❑ Common Law - Freight earned on right and true delivery
- ❑ Invariably changed by contractual provision
  - Maersk - Cl 16.2 - *Full Freight shall be considered completely earned on receipt of the Goods ... and shall be paid and non returnable in any event*
  - MSC - Cl 16.2 - *Freight is earned and due upon receipt of the Goods ... whether the Freight is prepaid or collect and the Carrier shall be entitled to all Freight due under all circumstances, ship and/or cargo lost or not lost, or the voyage abandoned. All Freight shall be paid when due without any set-off, counter claim, or deduction*



- ❑ TT Series 100: Clause 16 - Charges
  - *(1) Charges shall be deemed fully earned on receipt of the Goods by the Carrier and shall be paid and non-returnable in any event.*
  - *(3) All Charges shall be paid without any set-off, counter-claim, deduction or stay of execution.*
  
- ❑ MTD: Clause 18 (1) *Freight shall be deemed earned, on receipt of goods by MTO and shall be paid for, in any event*



## □ Other Issues

### ➤ Basis of termination:

#### ❖ Law -

- Common Law only has frustration - difficult
- Civil Law - FM is generally available as of right....

#### ❖ Contract - FM Clause or any specific clause as discussed earlier

### ➤ MTO - prefer if they look at their BL wordings and consider

#### ❖ Proper termination clauses

#### ❖ Dispute Resolution clauses including arbitration



- Banks / Consignee's
  - ❖ Need to consider transfer of risk
  - ❖ They may be responsible for additional costs due to change in circumstances i.e. termination of adventure



QUESTIONS?

Q&A



# THANK YOU!

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