



**Economic and Social
Council**

Distr.
GENERAL

TRADE/CEFACT/1999/12
8 January 1999

Original : ENGLISH

ECONOMIC COMMISSION FOR EUROPE

COMMITTEE FOR TRADE, INDUSTRY AND ENTERPRISE DEVELOPMENT

Centre for the Facilitation of Procedures and Practices
for Administration, Commerce and Transport (CEFACT)

Item 9 of the provisional agenda
Fifth session, 15-17 March 1999

**FINAL DRAFT RECOMMENDATION No.12
MEASURES TO FACILITATE MARITIME TRANSPORT DOCUMENTS PROCEDURES**

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This recommendation was adopted by the Centre for Facilitation of Procedures and Practices for Administration, Commerce and Transport (CEFACT), Geneva, in September 1998. It has now been revised by the International Trade Procedures Working Group (ITPWG) and is submitted for approval.

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1. At its ninth session in March 1979, the Working Party on Facilitation of International Trade Procedures (WP.4) adopted Recommendation 12 relating to "Measures to Facilitate Maritime Transport Documents Procedures" (Document Trade/WP.4/INF.61).
2. The thirty-third session of WP.4 held in March 1991 approved the proposed programme of work relating to legal issues (TRADE/WP.4/R.697) in which attention was drawn to "previously adopted specific recommendations" including the Recommendation referred to above.
3. It was pointed out that Recommendation 12 sought a change in official and commercial practice to:
 - (i) minimise the use of negotiable transport documents and encourage the use of alternative sea waybills or other non-negotiable transport documents;
 - (ii) encourage the use of single original transport documents;
 - (iii) encourage the use of blank back and standard transport documents.

As a result, problems arising from the late arrival of transport documents at the destination would be avoided, and a change from paper borne data to what was known then as automatic data processing (ADP), i.e the electronic exchange of data, could be facilitated.

4. However, since the original recommendation was adopted, developments led the Meeting of Experts on Procedures and Documentation (GE.2) at its forty-third session in March 1991 to stress the need for an updated Recommendation 12. Attention is also drawn to the fact that prior to adopting Recommendation 12 its content was discussed within WP.4 and other international organisations, including, in particular, the International Chamber of Shipping (ICS). Due to the re-engineering process of the Working Party, which concluded in 1997 with the creation of the Centre for Facilitation of Procedures and Practices for Administration, Commerce and Transport, the recommendation was revised by the International Trade Procedure Working Group (ITPWG), a subsidiary body of the CEFACT. The slight amendments were presented by the ITPWG and adopted by CEFACT at its September 1998 meeting.

RECOMMENDATION

The Centre for Facilitation of Procedures and practices for Administration, Commerce and Transport (CEFACT), at its thirty-seventh session in March 1993, agreed to recommend:

1. To participants in international trade, including shipowners, consignees, banks and insurers and other parties interested in the maritime transport of goods to accept and implement the facilitation measures described hereafter;

2. To Governments, international organizations concerned and national trade facilitation organs to accept and encourage the implementation of these measures, and to report on action taken to give effect to the present Recommendation.

At the session representatives attended from:

Austria; Belgium ; Bulgaria; Canada; Czech Republic; Denmark; Finland; France; Germany; Greece; Hungary; Iceland; Ireland; Israel; Malta; the Netherlands; Norway; Poland; Romania; Russian Federation; Slovak Republic; Spain; Sweden; Switzerland; Turkey; United Kingdom of Great Britain and Northern Ireland and the United States of America. Representatives from Australia; Gabon; Japan; Korea, Nigeria. Saudi Arabia; South Africa; and Senegal. participated under Article 11 of the Commission's Terms of Reference.

The session was attended by representatives of the secretariats of the United Nations Conference on Trade and Development (UNCTAD), the United Nations Commission on International Trade Law (UNCITRAL) and the International Trade Centre UNCTAD/GATT (ITC), as well as by representatives of the following intergovernmental and non-governmental organizations:

European Economic Community (EEC), Universal Postal Union (UPU), European Free Trade Association (EFTA), Central Office for International Railway Transport (OCTI), Customs Co-operation Council (CCC), International Air Transport Association (IATA), International Association of Ports and Harbours (IAPH), International Chamber of Commerce (ICC), International Chamber of Shipping (ICS), International Railway Transport Committee (CIT), International Road Transport Union (IRU), International Organization for Standardization (ISO) and International Union of Railways (UIC), Union des Administrations Portuaires du Nord de l'Afrique (UAPNA).

I. Background

1. In all trading, whether domestic or international, buyer and seller have matching duties. It is the duty of the seller to deliver the goods and of the buyer to pay for them.
2. In international trade, the factors of separation - geographical and political, legal and financial - have led to an established commercial practice that links payment (whether on open account, on the basis of a documentary collection or by means of a documentary credit governed by the "Uniform Customs and Practice for Documentary Credits" of the International Chamber of Commerce) with "constructive" delivery rather than with "actual" delivery.
3. In this connection, "constructive" delivery is deemed to be effected by the seller handing to the buyer a "transport document" issued by an independent third party, the carrier of the goods. This document may have a legal status enabling it to transfer title to the goods or it may have a commercial and more simplified status, giving merely the possibility of transfer of a right of control over the goods.
4. Prior to the development since the mid 1960's of the containerised carriage of goods and the resultant "multimodal transport" possibilities, the typical transport document where the carriage by sea was involved was the "negotiable bill of lading". Because it possessed the characteristic of negotiability, rights passed with physical transfer of the document. Traditionally issued in a set of more than one "original" of equal value,

governed by paper-orientated law and hallowed by paper based commercial usage, this document therefore, enabled the first presenter of any "original" to claim the goods at destination.

5. A "negotiable multimodal transport document" along the lines of the "negotiable bill of lading" - and also issued in a set of several "originals" of equal value - was a natural documentary development with the advent of maritime multimodal transport of containerised cargo (with land, inland waterway or air carriage prior or subsequent to the maritime movement and/or with "feeder vessel" carriage to a specialised "ocean container vessel" operating between "regional" specialised container ports).

(Note the UNCTAD/ICC Rules for Multimodal Transport Documents, Rule 2.6, that "multimodal transport document means a document evidencing a multimodal transport contract, and which can be replaced by electronic data interchange messages insofar as permitted by applicable law and be:

(a) issued in a negotiable form or

(b) issued in a non-negotiable form indicating a named consignee.")

6. Recognition of the importance of these types of transport document in any endeavour to simplify and facilitate international trade procedures led WP.4 to adopt Recommendation No.12 - "Measures to Facilitate Maritime Transport Document Procedures" in March 1979.

Use of non-negotiable sea waybills

7. The Recommendation was addressed to "Participants in international trade, including shipowners, shippers, consignees, banks and insurers and other parties interested in the maritime transport of goods" and to "governments, international organisations concerned and national trade facilitation organs" on the 15th June 1979, under references Trade/WP.4/INF.61 and TD/B/FAL/INF.61.

8. The salient points of the Recommendation were:

(i) regarding the negotiable bill of lading, to:

- (a) discourage their unnecessary use;
- (b) restrict the number of originals and copies issued;
- (c) encourage development and use of a standard documentary format;
- (d) encourage incorporation of the "small print" on the reverse side by incorporation (blank back/short form document).

(ii) regarding the non-negotiable sea waybill, to encourage its use in order to:

- (a) avoid the problem of late arrival of the negotiable bill of lading at destination delaying delivery of the goods (with associated additional risks and costs);

- (b) facilitate the introduction of what was then known as "Automated Data Processing" (ADP) - now "Electronic Data Interchange" (EDI).

9. In considering a possible updating of the Recommendation No.12, certain positive reactions and developments since 1979 need to be noted.

Use of non-negotiable sea waybills

10. There has been an increasing commercial trend towards the use of non-negotiable sea waybills in European, Scandinavian, North American and certain Far East trade areas.

11. The United Nations Conference on Trade and Development (UNCTAD) has expressed support for the concept as an "important development for trade facilitation" (letter dated 1992.10.01 to the International Chamber of Commerce in connection with the current revision of "Uniform Customs and Practice for Documentary Credits").

12. The United Kingdom Carriage of Goods by Sea Act, which came into effect on 1992.09.16, gives specific legal status to the non-negotiable sea waybill. Section 1(3) of the Act defines a sea waybill as "Any document which is not a bill of lading but -

- a) is such a receipt for goods as contains or evidences a contract for the carriage of goods by sea; and
- b) identifies the person to whom delivery of the goods is to be made by the carrier in accordance with that contract."

(Section 1(5) further looks also to the development of EDI and the eventual replacement of paper documents by electronic means by providing that

"The Secretary of State may by regulations make provision for the application of this Act to cases where a telecommunication system or any other information technology is used for effecting transactions corresponding to:

- a) the issue of a document to which this Act applies....")* 13. Forward thinking by the ICC and its response to proposals received from UNCTAD and from commercial, banking and transport circles has included in the current revision of the ICC Uniform Customs and Practice for Documentary Credits (UCP 500) an article dealing specifically with the use of the non-negotiable sea bill in letters of credit.

14. Action by the Comité Maritime International (CMI) has resulted in the adoption and promulgation of the "CMI Uniform Rules for Sea Waybills" (Trade/WP.4/INF.116, TD/B/FAL/INF.116 - dated 1991.07.09). Except in certain jurisdictions (France for example), the shipper is the only party entitled to give the carrier instructions in relation to the contract of carriage: subject to the provisions of any applicable law, the shipper is entitled to change the name of the consignee at any time up to the moment that the consignee claims delivery of the goods after their arrival at destination. This has been seen as an impediment to the wider use of the

non-negotiable sea waybill. The CMI rules however, (article 6 Right of Control) provide that the shipper can irrevocably renounce such right and transfer the right of control to the consignee by a notation on the sea waybill at the time of issue. One major UK container carrier is already using a notation reading:

"Upon acceptance of this waybill by a bank against a letter of credit transaction (which acceptance the bank confirms to the carrier) the shipper irrevocably renounces any right to vary the identity of the consignee of these goods during transit."

(This clause could be used suitably modified, in those cases, e.g. under French law, where a party other than the shipper is legally entitled to change the name of the consignee.)

Where payment is to be effected under a documentary credit, this notation is fair to both seller and buyer. If the documents are non-compliant, payment will not be made: the bank will not confirm acceptance to the carrier - and control of the goods will remain with the unpaid seller. If the documents are compliant, acceptance will be confirmed to the carrier, control of the goods will pass to the buyer and payment will be made. Its use gives security to the transaction and makes commercial common sense.

Use of Blank Back Transport Documents

15. The 1983 revision of the ICC's Uniform Customs and Practice for Documentary Credits (UCP 400) Articles 25 (b(ii)) and 26 (b(ii)) specifically encouraged the use of bills of lading and combined transport documents which indicated "...some or all of the conditions of carriage by reference to a source or document other than the transport document itself (short form/blank back transport document)". The current revision, UCP 500, emphasizes banking acceptance of a bill of lading, a multimodal transport document or a non-negotiable sea waybill which

"appears to contain all the terms and conditions of carriage or only some of such terms and conditions by reference to a source or document other than the transport document (short form/blank back transport documents)."

It also stresses that

"banks will not examine the contents of such terms and conditions."(ICC Document 470 - 37/104 dated 1992.09.17) (It has to be borne in mind that in certain jurisdictions it is necessary to have evidence that the consignee is duly aware of the full terms and conditions to which the short form makes reference. The use of the short form for a series of shipments may need explicit acceptance on the part of the consignee.)

Standard Format

16. The general commercial acceptance of the advantages and economies of modelling documents on the United Nations Layout Key has brought about a major degree of standardisation of the format of bills of lading.

One Original Bill of Lading

17. In respect of the concept that bills of lading should be issued in original only, there is evidence of a gradual change of thought regarding the norm. For example, where the 1983 UCP 400 referred to acceptance of "the full set of originals issued to the consignor if issued in more than one original...", the current revision, UCP 500, is likely to use the wording "...a sole original bill of lading or, if issued in more than one original, the full set as so issued..." --i.e. stressing a preference for a sole original, or "a full set of 1/1". (See ICC document 470-37/72).

(French law calls for at least two originals, i.e. one retained by the carrier and one issued to the shipper. It is the original issued to the shipper which is of importance in the concept of a sole original.)

Mandatory and official requirements (for exchange control and pre-shipment inspection purposes)

18. Negative reaction i.e. failure to act in accordance with the Recommendation, also need to be noted.

19. There is an increasing demand for commercial negotiable documents to perform secondary quasi-official functions. Pre-shipment and exchange control procedures and customs clearance are prime examples. Such use for administrative purposes slows the movement of the goods and can contribute to harmful port congestion. This has retarded the use of the sea waybill. However, where commercial documents are required to fulfil such mandatory requirements, a non-negotiable document will serve the purpose just as effectively as will a negotiable document, particularly a bill of lading. Administrative authorities need to be encouraged to take note of this fact.

Commercial inertia

20. There are still areas of commerce where the traditional, but now often outmoded, negotiable bill of lading is insisted upon, even though the goods will only be on-traded upon arrival at destination. In such circumstances, the non-negotiable sea waybill is an effective substitute for the negotiable bill of lading. In addition, its use avoids congestion and possible extra charges and risks to the goods at destination ports, where goods often arrive well ahead of the documents. This may also become an increasing cost concern to traders in view of current discussions in some major ports on the advisability of trying to avoid port congestion by the imposition of punitive charges where the release of goods is held up by the late arrival of the documents.

21. It has to be remembered that even if banks' letters of indemnity can be obtained to secure release of the goods without presentation of the bill of lading, such letters of indemnity are expensive to the commercial party and impinge seriously upon credit facilities that might be granted by the bank.

Security Requirements

22. Implicit in the above is the possibly erroneous commercial and official thinking that a non-negotiable transport document gives less security than the traditional bill of lading. From the commercial point of view the "value" of the transport document is its ability to ensure the commercially desirable "constructive delivery".

This result can be achieved equally well by using the legal "document of title" characteristics of the negotiable bill of lading or by the practical "transfer of control" possibility of the non-negotiable sea waybill.

23. From the administrative viewpoint, whether to meet customs requirements, or for the exchange control purposes, the negotiable bill of lading and the non-negotiable sea waybill achieve the desired result equally well: they make possible identification and control of the commercial parties, the goods and the commercial transaction. (What both commerce and administration fail to recognise is that the type of transport document--or any electronic equivalent which may replace it--is less important than its genuineness. Unfortunately, as current experience shows, fraudulent transport documents can be issued--and accepted as genuine. The safeguard is not the type of document, but the honesty of the issuer: and this is something calling for commercial "know how").

ADP and EDI

24. Since the original Recommendation 12 was drafted there has been a revolution in the automated transmission of data as EDI (electronic data interchange) has come more to the fore. In 1979 some shippers' systems were designed to use ADP techniques to reduce paper flows through computer reproduction and facilitate the production of transport and related documents. The EDI of the 1990's however, is the electronic transfer from computer to computer of commercial or administrative transactions using an agreed standard to structure the transaction or message data. It is faster, more efficient and more accurate than paper document systems.

UN/EDIFACT (United Nations Electronic Data Interchange for Administration, Commerce and Transport)

25. This has been developed as the international standard on which EDI messages are structured and transmitted between independent computerized information systems. Currently some one hundred sixty messages have either been developed or are at various stages of development. Of these over forty deal with the movement of goods, ranging from the "transport document" type of message to those needed for Customs purposes in respect of a declaration of goods for import, export or transit. Currently thought is also being given to the possibility of incorporating data into certain "movement of goods" messages which will give them a contractual status more akin to that of the traditional paper document(s) they are intended to replace.

Negotiability

26. EDI and EDIFACT do, however, give rise to a problem. An electronic message cannot carry the legal characteristic of "negotiability" currently linked with physical possession of a paper document. Consequently, any development in the use of a document from which the function of negotiability is removed will facilitate a change from paper data interchange to EDI. This emphasises the importance of overcoming the commercial inertia of tradition referred to in paragraphs 20 and 21 above.

"Computerized Negotiability"
("Electronic Bills of Lading")

27. It has to be remembered, however, that in certain types of transactions, particularly where the goods are traded in during the course of transit, it may not be commercially practicable to dispense with the concept of negotiability. To overcome this problem, there are varying proposals based on the concept of a registry, in which the original bill of lading can be deposited, with rights to the goods transferred by means of a unique authenticated message between such registry and successive parties who have an interest in the goods - whether direct, or by way of a pledge. Initial work has been undertaken in this area by:

- The Chase Manhattan Bank with its abandoned "Seadocs-scheme";
- CMI with its "Uniform Rules for Electronic Bills of Lading" (CMI Rules for Electronic Bills of Lading, with Explanatory Notes by Professor Ramberg: L/C Update - April 1991 pages 21-31: these CMI Rules are not based on a central registry concept, but on a "confidential key" concept. This is intended to be operated by the individual carrier, although the system could be operated by a group of carriers based on a central registry);
- The INTERTANKO working group with its paper (BS/5.7.90) on "Electronic Data Interchange re: Bills of Lading for Oil Cargoes"; (with "a computer register...an independent commercial operation, capable of being run by a bank or a consortium of banks....Although banks seem the most likely candidates, the operation could be undertaken by any company of sufficient standing to command the confidence of all participants....");
- BIMCO, with its multi-discipline Bill of Lading Project based on "a scenario of several different messages, exchanged in a logical sequence, which together achieve the functionality of a negotiable bill of lading." ("The project builds on EDIFACT messages, CMI rules and UNCID rules.... It was felt by the BIMCO standing committee on EDI that the concept of a central register would overcome the difficulties raised with the original version of the CMI Rules. If BIMCO, as a reputable and non-political international organisation were to operate the register on behalf of their members, then the carriers would not be forced into expensive systems development and the cargo interest could rest assured of the integrity of the operations." - from "An Introduction to the BIMCO B/L project"); and
- The National Committee on International Trade Documentation (NCITD) with its proposal for an "Electronic Bill of Lading" envisioning as a "control party" either a "party to the shipment or computer/communications company designated by the shipper" (Document Trade/WP.4/R.710).

These "variations on a theme" all represent a break with traditional thinking and are important developments.

28. Nevertheless, whether a central registry in which the original Bill of Lading can be deposited, with rights to the goods transferred by means of a unique authenticated message, or whether technical developments make possible similar end results by, for example, electronic signature and electronic endorsement, thought

must be given to the problems of cost, security, efficiency and liability (according to the private or co-operative or independent status of the registry).

Transmission of transport documents by EDI

29. In the meantime, however, there have been certain commercial activities which have not only accepted the concept of the non-negotiable transport document as against the negotiable bill of lading but have also looked to the replacement of paper data interchange (documents) by electronic data interchange (messages). By way of example, reference can be made to the Scandinavian development of the "data freight receipt", the electronic equivalent of the paper non-negotiable sea waybill. (See K. Gronfors "Cargo Key Receipt and Transport Document Replacement (1982)". Note also the United Kingdom "Carriage of Goods by Sea Act, 1992" - see paragraph 12.)

INCOTERMS 1990

30. The developments in commercial thinking can be noted in the latest revision of the ICC INCOTERMS (ICC publications 460 and 461 (90)). The traditional reference to bills of lading has now been replaced by a reference to "the usual transport document" with examples given, e.g. a "negotiable bill of lading, a non-negotiable sea waybill or an inland waterway document" - i.e. there is no longer a requirement that the maritime transport document must be a negotiable bill of lading.

31. Publication 460 draws specific attention to the fact that "in recent years, a considerable simplification of documentary practices has been achieved. Bills of lading are frequently replaced by non-negotiable documents similar to those which are used for other modes of transport than carriage by sea. These documents are called "sea waybills", "liner waybills", freight receipts or variants of such expressions. These non-negotiable documents are quite satisfactory to use except where the buyer wishes to sell the goods in transit by surrendering a paper document to the new buyer. In order to make this possible, the obligation of the seller to provide a bill of lading under CFR and CIF must necessarily be retained. However, when the contracting parties know that the buyer does not contemplate selling the goods in transit, they may specifically agree to relieve the seller from the obligation to provide a bill of lading, or, alternatively, they may use CPT and CIP where there is no requirement to provide a bill of lading."

32. These revised Incoterms also advance the concept of an "equivalent electronic message" as a replacement for the traditional paper document. Publication 461/90 points out that "the solution is to obtain the agreement of all parties concerned" - and this fits in with the BIMCO project reference to the "UNCID Rules" which "set standards for good electronic trading practice". They thereby serve as "building blocks for the construction of an interchange agreement."

Interchange Agreement

33. This special type of agreement establishes the legal contractual base on which parties transfer data relating to an underlying commercial contract electronically. Either this agreement, or a linked technical appendix or user manual, could deal with the inclusion of the detailed conditions of the contract of carriage by reference, i.e. as in the case of the short form/blank back traditional paper transport document. Such terms and

conditions are not, of course, negotiable between shipper and carrier: the "small print" of the paper document is influenced by national law and/or appropriate international conventions.

(In the same way that parties, such as banks and underwriters, other than the shipper and carrier may have an interest in the paper document, those parties may also have an interest in the equivalent electronic message and may therefore be interested in the interchange agreement.)

Computerized carrier and port systems

34. Although not directly linked with the traditional paper maritime document, the negotiable bill of lading or non-negotiable sea waybill, the information contained therein is of interest in other areas particularly when available in electronic form..

35. For example, EDISHIP, developed by ten major shipping lines, enables exporters to transfer electronically information and or bookings, cargo shipping instructions, value, nature of transaction, consignor/consignee, terms of trade, etc. up to, but not including, the issuance of the relative transport document or its equivalent electronic message. (See "EDISHIP - The Practical Solution").

36. Certain of the above information is also important from the viewpoint of ports, either where a single carrier issues release instructions or where there are multi-users operating in a similar manner. Such information is already being exchanged electronically between carrier and port.

(Note the 1991 UN Convention on the liability of operators of transport terminals in international trade--not yet ratified--article 4(3) which allows replacement of a paper document by an equivalent electronic data interchange message.)

37. In the same way the interest of the Customs authorities in details of a transaction, although not directly given by submission of the traditional paper transport document or by an "equivalent electronic message", currently increasingly demand the passing of information electronically. Information concerning a particular transaction may be then farmed out to the other agencies which may have an interest in the goods--eg Health and Port Authorities.

38. One final comment needs to be made in respect of the replacement of a paper maritime transport document by an "equivalent electronic message". The three basic international conventions relating to the maritime transport document, i.e. the Hague Convention, Hague-Visby Protocol and Hamburg Convention, provide for the issue of a document in writing although the Hamburg Convention also provides for signature by any other "electronic means if not inconsistent with the law of the country where the bill of lading is issued." There may therefore be a longer term need for a review of this aspect of the maritime transport document.

II. Scope

39. This Recommendation aims at the simplification, rationalization and harmonization of procedures and documents used to evidence the contract of carriage in maritime transport.

III. Field of Application

40. This Recommendation applies to consignment-based documents evidencing contract or undertaking to carry goods by vessel, and to related procedures. It also applies to multimodal transport, as appropriate. It does not apply to charter parties but can be applied to Bills of Lading and similar documents established under charter parties.

IV. Definitions

41. The following definitions have been established for the purpose of this Recommendation:

Sea Waybill

Non-negotiable document which evidences a contract for the carriage of goods by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods to the consignee named in the document.

Bill of Lading

Document which evidences a contract of carriage and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking. (Convention on the Carriage of Goods by Sea, Hamburg, March 1978).

Through Bill of Lading

Bill of Lading which evidences a contract of carriage from one place to another in separate stages of which at least one stage is sea transit, and by which the issuing carrier accepts responsibility for the carriage as set forth in the Through Bill of Lading.

Original Bill of Lading

Bill of Lading designated as original Bill of Lading.

V. Recommendations

42. Bearing all the above comments in mind it is suggested that the commercial parties should:
- (i) appreciate the advantages and encourage the use of the non-negotiable sea waybill instead of the bill of lading, where goods are not traded in during the course of transit (see paragraphs 10 to 14 and 20);
 - (ii) appreciate the disadvantages of using the negotiable bill of lading when not essential to the commercial transaction and consequent disadvantages, cost and risk of achieving release of the goods at destination against a bank letter of indemnity in the absence of an original bill of lading (see paragraph 20);
 - (iii) welcome the trend on the part of carriers to refer to the terms and conditions of the contract of carriage (the small print on the reverse of a bill of lading) by reference only (short form/blank back document), noting that such terms and conditions are not negotiable except perhaps in case of a charter and are influenced by the appropriate international conventions (see paragraph 15);
 - (iv) require a negotiable bill of lading - or its electronic equivalent (see paragraph 27) - only in cases where the goods to which it relates are traded in during course of transit, noting the possibilities offered by the registry schemes referred to in paragraph 27, and that this is a development which takes advantage of the benefits offered by EDI and is of sufficient standing to be attractive to both commerce and administration (see also paragraph 20).
 - (v) consider the advisability as an anti-fraud measure of requiring a negotiable paper maritime transport document to be issued in a set of one original (1 X 1) only (see paragraph 17).
43. In turn administrative authorities should:
- (i) appreciate the possibility of administrative needs or mandatory demands (including those in domestic law and/or international conventions) being met by the non-negotiable sea waybill in preference to the negotiable bill of lading (see paragraphs, 19 and 22);
 - (ii) consider the possibility of developing legislation making possible the replacement of a paper maritime transport by an equivalent electronic message (paragraph 12).
44. Both the commercial parties and administration authorities should appreciate the advantages, whether concerning paper transport documents or "equivalent electronic messages", of the use of WP.4/Recommendation No. 8 "Unique Identification Code Methodology (UNIC)" which seeks to simplify trade procedures and give greater security.
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