LAW OF THE SEA
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DIVISION FOR OCEAN AFFAIRS AND THE LAW OF THE SEA
OFFICE OF LEGAL AFFAIRS

NOTE

The designations employed and the presentation of the material in this publication do not imply the expression of any opinion whatsoever on the part of the Secretariat of the United Nations concerning the legal status of any country, territory, city or area or of its authorities, or concerning the delimitation of its frontiers or boundaries.

Furthermore, publication in the Bulletin of information concerning developments relating to the law of the sea emanating from actions and decisions taken by States does not imply recognition by the United Nations of the validity of the actions and decisions in question.

CONTENTS

CONTENTS (continued)

I. UNITED NATIONS CONVENTION ON THE LAW OF THE SEA

Status of the United Nations Convention on the Law of the Sea, of the Agreement relating to the implementation of Part XI of the Convention and of the Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks

1. Table recapitulating the status of the Convention and of the related Agreements, as at 31 July 2006[1]

State or entity	United Nations Convention on the Law of the Sea (in force as from 16 November 1994)		Agreement relating to the implementation of Part XI of the Convention (in force as from 28 July 1996)		Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks (in force as from 11 December 2001)	
Italicized text indicates non- members of the United Nations; Shaded row indicates landlocked States	Signature (🗋 - declaration)	Ratification; formal confirmation(fc); accession(a); succession(s); (🗋 - declaration)	Signature	Ratification; formal confirmation (fc); accession(a); definitive signature (ds); consent to be bound (p);[2] simplified procedure (sp); [3]	Signature (🗋 - declaration or statement)	Ratification; accession(a) [4] (🗋 - declaration)
TOTALS	157 (🗋35)	149 (🗋56)	79	122	59 (🗋5)	58 (🗋26)
Afghanistan						
Albania		23 June 2003 (a)		23 June 2003 (p)		
Algeria	🗋	🗋11 June 1996		11 June 1996 (p)		
Andorra						
Angola	🗋	5 December 1990				
Antigua and Barbuda		2 February 1989				
Argentina	🗋	🗋1 December 1995		1 December 1995		
Armenia		9 December 2002 (a)		9 December 2002 (a)		

[1] "This consolidated table, which provides unofficial, quick reference information related to the participation in UNCLOS and the two implementing Agreements, was prepared by the Division for Ocean Affairs and the Law of the Sea, Office of the Legal Affairs. For official information on the status of these treaties, please refer to the publication entitled "*Multilateral Treaties deposited with the Secretary-General*" (http://untreaty.un.org/)."

[2] States bound by the Agreement by having ratified, acceded or succeeded to the Convention under article 4, paragraph 1, of the Agreement.

[3] States bound by the Agreement under the simplified procedure set out in article 5 of the Agreement.

[4] In accordance with its article 40, the Agreement shall enter into force 30 days after the date of deposit of the thirtieth instrument of ratification or accession.

State or entity	United Nations Convention on the Law of the Sea (in force as from 16 November 1994)		Agreement relating to the implementation of Part XI of the Convention (in force as from 28 July 1996)		Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks (in force as from 11 December 2001)	
Italicized text indicates non- members of the United Nations; Shaded row indicates landlocked States	Signature (🗋 - declaration)	Ratification; formal confirmation(fc); accession(a); succession(s); (🗋 - declaration)	Signature	Ratification; formal confirmation (fc); accession(a); definitive signature (ds); consent to be bound (p);[2] simplified procedure (sp); [3]	Signature (🗋 - declaration or statement)	Ratification; accession(a) [4] (🗋 - declaration)
Australia		5 October 1994		5 October 1994		23 December 1999
Austria		🗋14 July 1995		14 July 1995		🗋19 December 2003
Azerbaijan						
Bahamas		29 July 1983		28 July 1995		16 January 1997(a)
Bahrain		30 May 1985				
Bangladesh		🗋27 July 2001		27 July 2001 (a)		
Barbados		12 October 1993		28 July 1995 (sp)		22 September 2000(a)
Belarus	🗋					
Belgium	🗋	🗋13 November 1998		13 November 1998		🗋19 December 2003
Belize		13 August 1983		21 October 1994 (ds)		14 July 2005
Benin		16 October 1997		16 October 1997 (p)		
Bhutan						
Bolivia	🗋	28 April 1995		28 April 1995 (p)		
Bosnia and Herzegovina		12 January 1994 (s)				
Botswana		2 May 1990		31 January 2005 (a)		
Brazil	🗋	🗋22 December 1988				8 March 2000
Brunei Darussalam		5 November 1996		5 November 1996 (p)		
Bulgaria		15 May 1996		15 May 1996 (a)		
Burkina Faso		25 January 2005		25 January 2005 (p)		
Burundi						
Cambodia						
Cameroon		19 November 1985		28 August 2002		
Canada		🗋7 November 2003		7 November 2003		🗋3 August 1999
Cape Verde	🗋	🗋10 August 1987				
Central African Republic						
Chad						
Chile	🗋	🗋25 August 1997		25 August 1997 (a)		

State or entity	United Nations Convention on the Law of the Sea (in force as from 16 November 1994)		Agreement relating to the implementation of Part XI of the Convention (in force as from 28 July 1996)		Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks (in force as from 11 December 2001)	
Italicized text indicates non- members of the United Nations; Shaded row indicates landlocked States	Signature (🗋 - declaration)	Ratification; formal confirmation(fc); accession(a); succession(s); (🗋 - declaration)	Signature	Ratification; formal confirmation (fc); accession(a); definitive signature (ds); consent to be bound (p);[2] simplified procedure (sp); [3]	Signature (🗋 - declaration or statement)	Ratification; accession(a) [4] (🗋 - declaration)
China		🗋7 June 1996		7 June 1996 (p)	🗋	
Colombia						
Comoros		21 June 1994				
Congo						
Cook Islands		15 February 1995		15 February 1995 (a)		1 April 1999 (a)
Costa Rica	🗋	21 September 1992		20 September 2001 (a)		18 June 2001 (a)
Côte d'Ivoire		26 March 1984		28 July 1995 (sp)		
Croatia		🗋5 April 1995 (s)		5 April 1995 (p)		
Cuba	🗋	🗋15 August 1984		17 October 2002 (a)		
Cyprus		12 December 1988		27 July 1995		25 September 2002 (a)
Czech Republic		🗋21 June 1996		21 June 1996		
Democratic People's Republic of Korea						
Democratic Republic of the Congo		17 February 1989				
Denmark		🗋16 November 2004		16 November 2004		🗋19 December 2003
Djibouti		8 October 1991				
Dominica		24 October 1991				
Dominican Republic						
Ecuador						
Egypt		🗋26 August 1983				
El Salvador						
Equatorial Guinea		21 July 1997		21 July 1997 (p)		
Eritrea						
Estonia		🗋26 August 2005 (a)		26 August 2005 (a)		
Ethiopia						
European Community	🗋	🗋1 April 1998 (fc)		1 April 1998(fc)	🗋	🗋19 December 2003
Fiji		10 December 1982		28 July 1995		12 December 1996

State or entity	United Nations Convention on the Law of the Sea (in force as from 16 November 1994)		Agreement relating to the implementation of Part XI of the Convention (in force as from 28 July 1996)		Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks (in force as from 11 December 2001)	
Italicized text indicates non- members of the United Nations; Shaded row indicates landlocked States	Signature (🗋 - declaration)	Ratification; formal confirmation(fc); accession(a); succession(s); (🗋 - declaration)	Signature	Ratification; formal confirmation (fc); accession(a); definitive signature (ds); consent to be bound (p);[2] simplified procedure (sp); [3]	Signature (🗋 - declaration or statement)	Ratification; accession(a) [4] (🗋 - declaration)
Finland	🗋	🗋21 June 1996	✎	21 June 1996	✎	🗋19 December 2003
France	🗋	🗋11 April 1996	✎	11 April 1996	🗋	🗋19 December 2003
Gabon	✎	11 March 1998	✎	11 March 1998 (p)	✎	
Gambia	✎	22 May 1984				
Georgia		21 March 1996 (a)		21 March 1996 (p)		
Germany		🗋14 October 1994 (a)	✎	14 October 1994	✎	🗋19 December 2003
Ghana	✎	7 June 1983				
Greece	🗋	🗋21 July 1995	✎	21 July 1995	✎	🗋19 December 2003
Grenada	✎	25 April 1991	✎	28 July 1995 (sp)		
Guatemala	✎	🗋11 February 1997		11 February 1997 (p)		
Guinea	🗋	6 September 1985	✎	28 July 1995 (sp)		16 September 2005 (a)
Guinea-Bissau	✎	🗋25 August 1986			✎	
Guyana	✎	16 November 1993				
Haiti	✎	31 July 1996		31 July 1996 (p)		
Holy See						
Honduras	✎	5 October 1993		28 July 2003 (a)		
Hungary	✎	🗋5 February 2002		5 February 2002 (a)		
Iceland	✎	🗋21 June 1985	✎	28 July 1995 (sp)	✎	14 February 1997
India	✎	🗋29 June 1995	✎	29 June 1995		🗋19 August 2003 (a)
Indonesia	✎	3 February 1986	✎	2 June 2000	✎	
Iran (Islamic Republic of)	🗋					17 April 1998(a)
Iraq	🗋	30 July 1985				
Ireland	✎	🗋21 June 1996	✎	21 June 1996	✎	🗋19 December 2003
Israel					✎	
Italy	🗋	🗋13 January 1995	✎	13 January 1995	✎	🗋19 December 2003
Jamaica	✎	21 March 1983	✎	28 July 1995 (sp)	✎	
Japan	✎	20 June 1996	✎	20 June 1996	✎	

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Jordan		27 November 1995 (a)		27 November 1995 (p)		
Kazakhstan						
Kenya	✎	2 March 1989		29 July 1994 (ds)		13 July 2004(a)
Kiribati		🗋24 February 2003 (a)		24 February 2003 (p)		15 September 2005 (a)
Kuwait	✎	🗋2 May 1986		2 August 2002 (a)		
Kyrgyzstan						
Lao People's Democratic Republic	✎	5 June 1998	✎	5 June 1998 (p)		
Latvia		23 December 2004 (a)		23 December 2004 (a)		
Lebanon	✎	5 January 1995		5 January 1995 (p)		
Lesotho	✎					
Liberia	✎					16 September 2005 (a)
Libyan Arab Jamahiriya	✎					
Liechtenstein	✎					
Lithuania		🗋12 November 2003 (a)		12 November 2003 (a)		
Luxembourg	🗋	5 October 2000	✎	5 October 2000	✎	🗋19 December 2003
Madagascar	✎	22 August 2001		22 August 2001 (p)		
Malawi	✎					
Malaysia	✎	🗋14 October 1996	✎	14 October 1996 (p)		
Maldives	✎	7 September 2000	✎	7 September 2000	✎	30 December 1998
Mali	🗋	16 July 1985				
Malta	✎	🗋20 May 1993	✎	26 June 1996		🗋11 November 2001(a)
Marshall Islands		9 August 1991 (a)			✎	19 March 2003
Mauritania	✎	17 July 1996	✎	17 July 1996 (p)	✎	
Mauritius	✎	4 November 1994		4 November 1994 (p)		🗋25 March 1997(a)
Mexico	✎	18 March 1983		10 April 2003 (a)		
Micronesia (Federated States of)		29 April 1991 (a)	✎	6 September 1995	✎	23 May 1997

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Monaco		20 March 1996		20 March 1996 (p)		9 June 1999(a)
Mongolia		13 August 1996		13 August 1996 (p)		
Montenegro						
Morocco						
Mozambique		13 March 1997		13 March 1997 (a)		
Myanmar		21 May 1996		21 May 1996 (a)		
Namibia		18 April 1983		28 July 1995 (sp)		8 April 1998
Nauru		23 January 1996		23 January 1996 (p)		10 January 1997(a)
Nepal		2 November 1998		2 November 1998 (p)		
Netherlands		🗋28 June 1996		28 June 1996	🗋	🗋19 December 2003
New Zealand		19 July 1996		19 July 1996		18 April 2001
Nicaragua	🗋	🗋3 May 2000		3 May 2000 (p)		
Niger						
Nigeria		14 August 1986		28 July 1995 (sp)		
Niue						
Norway		🗋24 June 1996		24 June 1996 (a)		🗋30 December 1996
Oman	🗋	🗋17 August 1989		26 February 1997 (a)		
Pakistan		🗋26 February 1997		26 February 1997 (p)		
Palau		30 September 1996 (a)		30 September 1996 (p)		
Panama		🗋1 July 1996		1 July 1996 (p)		
Papua New Guinea		14 January 1997		14 January 1997 (p)		4 June 1999
Paraguay		26 September 1986		10 July 1995		
Peru						
Philippines	🗋	🗋8 May 1984		23 July 1997		
Poland		13 November 1998		13 November 1998		🗋14 March 2006 (a)
Portugal		🗋3 November 1997		3 November 1997		🗋19 December 2003
Qatar	🗋	9 December 2002		9 December 2002 (p)		

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Republic of Korea		29 January 1996		29 January 1996		
Republic of Moldova						
Romania	🗋	🗋17 December 1996		17 December 1996 (a)		
Russian Federation	🗋	🗋12 March 1997		12 March 1997 (a)		🗋4 August 1997
Rwanda						
Saint Kitts and Nevis		7 January 1993				
Saint Lucia		27 March 1985				9 August 1996
Saint Vincent and the Grenadines		1 October 1993				
Samoa		14 August 1995		14 August 1995 (p)		25 October 1996
San Marino						
Sao Tome and Principe	🗋	3 November 1987				
Saudi Arabia		🗋24 April 1996		24 April 1996 (p)		
Senegal		25 October 1984		25 July 1995		30 January 1997
Serbia	[5]	🗋12 March 2001 (s)		28 July 1995 (sp) [5]		
Seychelles		16 September 1991		15 December 1994		20 March 1998
Sierra Leone		12 December 1994		12 December 1994 (p)		
Singapore		17 November 1994		17 November 1994 (p)		
Slovakia		8 May 1996		8 May 1996		
Slovenia		🗋16 June 1995 (s)		16 June 1995		🗋15 June 2006 (a)
Solomon Islands		23 June 1997		23 June 1997 (p)		13 February 1997(a)
Somalia		24 July 1989				
South Africa	🗋	🗋23 December 1997		23 December 1997		14 August 2003 (a)
Spain	🗋	🗋15 January 1997		15 January 1997		🗋19 December 2003
Sri Lanka		19 July 1994		28 July 1995 (sp)		24 October 1996

[5] For further details, see Chapter XXI of the publication entitled "*Multilateral Treaties deposited with the Secretary-General*" (http://untreaty.un.org/ENGLISH/bible/englishinternetbible/partI/chapterXXI/chapterXXI.asp)

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Sudan	🗋	23 January 1985	✎			
Suriname	✎	9 July 1998		9 July 1998 (p)		
Swaziland	✎		✎			
Sweden	🗋	🗋25 June 1996	✎	25 June 1996	✎	🗋19 December 2003
Switzerland	✎		✎			
Syrian Arab Republic						
Tajikistan						
Thailand	✎					
The former Yugoslav Republic of Macedonia		19 August 1994 (s)		19 August 1994 (p)		
Timor-Leste						
Togo	✎	16 April 1985	✎	28 July 1995 (sp)		
Tonga		2 August 1995 (a)		2 August 1995 (p)	✎	31 July 1996
Trinidad and Tobago	✎	25 April 1986	✎	28 July 1995 (sp)		
Tunisia	✎	🗋24 April 1985	✎	24 May 2002		
Turkey						
Turkmenistan						
Tuvalu	✎	9 December 2002		9 December 2002 (p)		
Uganda	✎	9 November 1990	✎	28 July 1995 (sp)	✎	
Ukraine	🗋	🗋26 July 1999	✎	26 July 1999	✎	27 February 2003
United Arab Emirates	✎					
United Kingdom		🗋25 July 1997 (a)	✎	25 July 1997	✎	🗋10 December 2001 🗋19 December 2003[5]
United Republic of Tanzania	✎	🗋30 September 1985	✎	25 June 1998		
United States of America			✎		✎	🗋21 August 1996
Uruguay	🗋	🗋10 December 1992	✎		🗋	🗋10 September 1999

State or entity	United Nations Convention on the Law of the Sea (in force as from 16 November 1994)		Agreement relating to the implementation of Part XI of the Convention (in force as from 28 July 1996)		Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks (in force as from 11 December 2001)	
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Uzbekistan						
Vanuatu	✎	10 August 1999	✎	10 August 1999(p)	✎	
Venezuela (Bolivarian Republic of)						
Viet Nam	✎	🗋25 July 1994				
Yemen	🗋	🗋21 July 1987				
Zambia	✎	7 March 1983	✎	28 July 1995 (sp)		
Zimbabwe	✎	24 February 1993	✎	28 July 1995 (sp)		
TOTALS	157 (🗋35)	149 (🗋56)	79	122	59 (🗋5)	58 (🗋26)

2. Chronological lists of ratifications of, accessions and successions to the Convention and the related Agreements, as at 31 July 2006

(a) The Convention

1. Fiji (10 December 1982)
2. Zambia (7 March 1983)
3. Mexico (18 March 1983)
4. Jamaica (21 March 1983)
5. Namibia (18 April 1983)
6. Ghana (7 June 1983)
7. Bahamas (29 July 1983)
8. Belize (13 August 1983)
9. Egypt (26 August 1983)
10. Côte d'Ivoire (26 March 1984)
11. Philippines (8 May 1984)
12. Gambia (22 May 1984)
13. Cuba (15 August 1984)
14. Senegal (25 October 1984)
15. Sudan (23 January 1985)
16. Saint Lucia (27 March 1985)
17. Togo (16 April 1985)
18. Tunisia (24 April 1985)
19. Bahrain (30 May 1985)
20. Iceland (21 June 1985)
21. Mali (16 July 1985)
22. Iraq (30 July 1985)
23. Guinea (6 September 1985)
24. United Republic of Tanzania (30 September 1985)
25. Cameroon (19 November 1985)
26. Indonesia (3 February 1986)
27. Trinidad and Tobago (25 April 1986)
28. Kuwait (2 May 1986)
29. Nigeria (14 August 1986)
30. Guinea-Bissau (25 August 1986)
31. Paraguay (26 September 1986)
32. Yemen (21 July 1987)
33. Cape Verde (10 August 1987)
34. São Tomé and Príncipe (3 November 1987)
35. Cyprus (12 December 1988)
36. Brazil (22 December 1988)
37. Antigua and Barbuda (2 February 1989)
38. Democratic Republic of the Congo (17 February 1989)
39. Kenya (2 March 1989)
40. Somalia (24 July 1989)
41. Oman (17 August 1989)
42. Botswana (2 May 1990)
43. Uganda (9 November 1990)
44. Angola (5 December 1990)
45. Grenada (25 April 1991)
46. Micronesia (Federated States of) (29 April 1991)
47. Marshall Islands (9 August 1991)
48. Seychelles (16 September 1991)
49. Djibouti (8 October 1991)
50. Dominica (24 October 1991)
51. Costa Rica (21 September 1992)
52. Uruguay (10 December 1992)
53. Saint Kitts and Nevis (7 January 1993)
54. Zimbabwe (24 February 1993)
55. Malta (20 May 1993)
56. Saint Vincent and the Grenadines (1 October 1993)
57. Honduras (5 October 1993)
58. Barbados (12 October 1993)
59. Guyana (16 November 1993)
60. Bosnia and Herzegovina (12 January 1994)
61. Comoros (21 June 1994)
62. Sri Lanka (19 July 1994)
63. Viet Nam (25 July 1994)
64. The former Yugoslav Republic of Macedonia (19 August 1994)
65. Australia (5 October 1994)
66. Germany (14 October 1994)
67. Mauritius (4 November 1994)
68. Singapore (17 November 1994)
69. Sierra Leone (12 December 1994)
70. Lebanon (5 January 1995)
71. Italy (13 January 1995)
72. Cook Islands (15 February 1995)
73. Croatia (5 April 1995)
74. Bolivia (28 April 1995)
75. Slovenia (16 June 1995)
76. India (29 June 1995)
77. Austria (14 July 1995)
78. Greece (21 July 1995)
79. Tonga (2 August 1995)
80. Samoa (14 August 1995)
81. Jordan (27 November 1995)
82. Argentina (1 December 1995)
83. Nauru (23 January 1996)
84. Republic of Korea (29 January 1996)
85. Monaco (20 March 1996)
86. Georgia (21 March 1996)
87. France (11 April 1996)

88. Saudi Arabia (24 April 1996)
89. Slovakia (8 May 1996)
90. Bulgaria (15 May 1996)
91. Myanmar (21 May 1996)
92. China (7 June 1996)
93. Algeria (11 June 1996)
94. Japan (20 June 1996)
95. Czech Republic (21 June 1996)
96. Finland (21 June 1996)
97. Ireland (21 June 1996)
98. Norway (24 June 1996)
99. Sweden (25 June 1996)
100. Netherlands (28 June 1996)
101. Panama (1 July 1996)
102. Mauritania (17 July 1996)
103. New Zealand (19 July 1996)
104. Haiti (31 July 1996)
105. Mongolia (13 August 1996)
106. Palau (30 September 1996)
107. Malaysia (14 October 1996)
108. Brunei Darussalam (5 November 1996)
109. Romania (17 December 1996)
110. Papua New Guinea (14 January 1997)
111. Spain (15 January 1997)
112. Guatemala (11 February 1997)
113. Pakistan (26 February 1997)
114. Russian Federation (12 March 1997)
115. Mozambique (13 March 1997)
116. Solomon Islands (23 June 1997)
117. Equatorial Guinea (21 July 1997)
118. United Kingdom of Great Britain and Northern Ireland (25 July 1997)
119. Chile (25 August 1997)
120. Benin (16 October 1997)
121. Portugal (3 November 1997)
122. South Africa (23 December 1997)
123. Gabon (11 March 1998)
124. European Community (1 April 1998)
125. Lao People's Democratic Republic (5 June 1998)
126. Suriname (9 July 1998)
127. Nepal (2 November 1998)
128. Belgium (13 November 1998)
129. Poland (13 November 1998)
130. Ukraine (26 July 1999)
131. Vanuatu (10 August 1999)
132. Nicaragua (3 May 2000)
133. Maldives (7 September 2000)
134. Luxembourg (5 October 2000)
135. Serbia (12 March 2001)
136. Bangladesh (27 July 2001)
137. Madagascar (22 August 2001)
138. Hungary (5 February 2002)
139. Armenia (9 December 2002)
140. Qatar (9 December 2002)
141. Tuvalu (9 December 2002)
142. Kiribati (24 February 2003)
143. Albania (23 June 2003)
144. Canada (7 November 2003)
145. Lithuania (12 November 2003)
146. Denmark (16 November 2004)
147. Latvia (23 December 2004)
148. Burkina Faso (25 January 2005)
149. Estonia (26 August 2005)

(b) Agreement relating to the implementation of Part XI of the Convention

1. Kenya (29 July 1994)
2. The former Yugoslav Republic of Macedonia (19 August 1994)
3. Australia (5 October 1994)
4. Germany (14 October 1994)
5. Belize (21 October 1994)
6. Mauritius (4 November 1994)
7. Singapore (17 November 1994)
8. Sierra Leone (12 December 1994)
9. Seychelles (15 December 1994)
10. Lebanon (5 January 1995)
11. Italy (13 January 1995)
12. Cook Islands (15 February 1995)
13. Croatia (5 April 1995)
14. Bolivia (28 April 1995)
15. Slovenia (16 June 1995)
16. India (29 June 1995)
17. Paraguay (10 July 1995)
18. Austria (14 July 1995)
19. Greece (21 July 1995)
20. Senegal (25 July 1995)
21. Cyprus (27 July 1995)
22. Bahamas (28 July 1995)
23. Barbados (28 July 1995)
24. Côte d'Ivoire (28 July 1995)
25. Fiji (28 July 1995)
26. Grenada (28 July 1995)
27. Guinea (28 July 1995)
28. Iceland (28 July 1995)
29. Jamaica (28 July 1995)
30. Namibia (28 July 1995)
31. Nigeria (28 July 1995)
32. Sri Lanka (28 July 1995)
33. Togo (28 July 1995)
34. Trinidad and Tobago (28 July 1995)
35. Uganda (28 July 1995)
36. Yugoslavia (28 July 1995)
37. Zambia (28 July 1995)
38. Zimbabwe (28 July 1995)
39. Tonga (2 August 1995)

40. Samoa (14 August 1995)
41. Micronesia (Federated States of) (6 September 1995)
42. Jordan (27 November 1995)
43. Argentina (1 December 1995)
44. Nauru (23 January 1996)
45. Republic of Korea (29 January 1996)
46. Monaco (20 March 1996)
47. Georgia (21 March 1996)
48. France (11 April 1996)
49. Saudi Arabia (24 April 1996)
50. Slovakia (8 May 1996)
51. Bulgaria (15 May 1996)
52. Myanmar (21 May 1996)
53. China (7 June 1996)
54. Algeria (11 June 1996)
55. Japan (20 June 1996)
56. Czech Republic (21 June 1996)
57. Finland (21 June 1996)
58. Ireland (21 June 1996)
59. Norway (24 June 1996)
60. Sweden (25 June 1996)
61. Malta (26 June 1996)
62. Netherlands (28 June 1996)
63. Panama (1 July 1996)
64. Mauritania (17 July 1996)
65. New Zealand (19 July 1996)
66. Haiti (31 July 1996)
67. Mongolia (13 August 1996)
68. Palau (30 September 1996)
69. Malaysia (14 October 1996)
70. Brunei Darussalam (5 November 1996)
71. Romania (17 December 1996)
72. Papua New Guinea (14 January 1997)
73. Spain (15 January 1997)
74. Guatemala (11 February 1997)
75. Oman (26 February 1997)
76. Pakistan (26 February 1997)
77. Russian Federation (12 March 1997)
78. Mozambique (13 March 1997)
79. Solomon Islands (23 June 1997)
80. Equatorial Guinea (21 July 1997)
81. Philippines (23 July 1997)
82. United Kingdom of Great Britain and Northern Ireland (25 July 1997)
83. Chile (25 August 1997)
84. Benin (16 October 1997)
85. Portugal (3 November 1997)
86. South Africa (23 December 1997)
87. Gabon (11 March 1998)
88. European Community (1 April 1998)
89. Lao People's Democratic Republic (5 June 1998)
90. United Republic of Tanzania (25 June 1998)
91. Suriname (9 July 1998)
92. Nepal (2 November 1998)
93. Belgium (13 November 1998)
94. Poland (13 November 1998)
95. Ukraine (26 July 1999)
96. Vanuatu (10 August 1999)
97. Nicaragua (3 May 2000)
98. Indonesia (2 June 2000)
99. Maldives (7 September 2000)
100. Luxembourg (5 October 2000)
101. Bangladesh (27 July 2001)
102. Madagascar (22 August 2001)
103. Costa Rica (20 September 2001)
104. Hungary (5 February 2002)
105. Tunisia (24 May 2002)
106. Cameroon (28 August 2002)
107. Kuwait (2 August 2002)
108. Cuba (17 October 2002)
109. Armenia (9 December 2002)
110. Qatar (9 December 2002)
111. Tuvalu (9 December 2002)
112. Kiribati (24 February 2003)
113. Mexico (10 April 2003)
114. Albania (23 June 2003)
115. Honduras (28 July 2003)
116. Canada (7 November 2003)
117. Lithuania (12 November 2003)
118. Denmark (16 November 2004)
119. Latvia (23 December 2004)
120. Botswana (31 January 2005)
121. Burkina Faso (25 January 2005)
122. Estonia (26 August 2005)
123. Viet Nam (27 April 2006)

(c) Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks

1. Tonga (31 July 1996)
2. Saint Lucia (9 August 1996)
3. United States of America (21 August 1996)
4. Sri Lanka (24 October 1996)
5. Samoa (25 October 1996)
6. Fiji (12 December 1996)
7. Norway (30 December 1996)
8. Nauru (10 January 1997)

9. Bahamas (16 January 1997)
10. Senegal (30 January 1997)
11. Solomon Islands (13 February 1997)
12. Iceland (14 February 1997)
13. Mauritius (25 March 1997)
14. Micronesia (Federated States of) (23 May 1997)
15. Russian Federation (4 August 1997)
16. Seychelles (20 March 1998)
17. Namibia (8 April 1998)
18. Iran (Islamic Republic of) (17 April 1998)
19. Maldives (30 December 1998)
20. Cook Islands (1 April 1999)
21. Papua New Guinea (4 June 1999)
22. Monaco (9 June 1999)
23. Canada (3 August 1999)
24. Uruguay (10 September 1999)
25. Australia (23 December 1999)
26. Brazil (8 March 2000)
27. Barbados (22 September 2000)
28. New Zealand (18 April 2001)
29. Costa Rica (18 June 2001)
30. Malta (11 November 2001)
31. United Kingdom (10 December 2001), (19 December 2003)[1]
32. Cyprus (25 September 2002)
33. Ukraine (27 February 2003)
34. Marshall Islands (19 March 2003)
35. South Africa (14 August 2003)
36. India (19 August 2003)
37. European Community (19 December 2003)
38. Austria (19 December 2003)
39. Belgium (19 December 2003)
40. Denmark (19 December 2003)
41. Finland (19 December 2003)
42. France (19 December 2003)
43. Germany (19 December 2003)
44. Greece (19 December 2003)
45. Ireland (19 December 2003)
46. Italy (19 December 2003)
47. Luxembourg (19 December 2003)
48. Netherlands (19 December 2003)
49. Portugal (19 December 2003)
50. Spain (19 December 2003)
51. Sweden (19 December 2003)
52. Kenya (13 July 2004)
53. Belize (14 July 2005)
54. Kiribati (15 September 2005)
55. Guinea (16 September 2005)
56. Liberia (16 September 2005)
57. Poland (14 March 2006)
58. Slovenia (15 June 2006)

[1] For further details, see ChapterXXI of the publication entitled "*Multilateral Treaties deposited with the Secretary-General*": http://untreaty.un.org/ENGLISH/bible/englishinternetbible/partI/chapterXXI/treaty9.asp

3. Declarations by States

Republic of Korea

Declaration pursuant to Article 298
18 April 2006

"1. In accordance with paragraph 1 of Article 298 of the Convention, the Republic of Korea does not accept any of the procedures provided for in section 2 of Part XV of the Convention with respect to all the categories of disputes referred to in paragraph 1 (a), (b) and (c) of Article 298 of the Convention.

2. The present declaration shall be effective immediately.

3. Nothing in the present declaration shall affect the right of the Republic of Korea to submit a request to a court or tribunal referred to in Article 287 of the Convention to be permitted to intervene in the proceedings of any dispute between other States Parties, should it consider that it has an interest of a legal nature which may be affected by the decision in that dispute."

Palau

Declaration under article 298
27 April 2006

"The Government of the Republic of Palau declares under paragraph 1 (a) of Article 298 of the 1982 United Nations Convention on the Law of the Sea that it does not accept compulsory procedures entailing binding decisions relating to the delimitation and/or interpretation of maritime boundaries."

Slovenia

Declaration made upon accession to the Agreement for the implementation of the provisions of the Convention relating to the conservation and management of straddling fish stocks and highly migratory fish stocks
15 June 2006

The Republic of Slovenia declares upon the deposit of the Instrument of Accession of the Agreement on the implementation of the provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the conservation and management o straddling fish stocks and highly migratory fish stocks that she has, as a Member State of the European Community, transferred competence to the Community in respect of the following matters governed by the Agreement:

I. Matters for which the Community has exclusive competence

1. Member States have transferred competence to the Community with regard to the conservation and management of living marine resources. Hence, in this field, it is for the Community to adopt the relevant rules and regulations (which the Member States enforce) and within its competence to enter into external undertakings with third States or competent organisations. This competence applies in regard of waters under national fisheries jurisdiction and to the high seas.

2. The Community enjoys the regulatory competence granted under international law to the flag State of a vessel to determine the conservation and management measures for marine fisheries resources applicable to vessels flying the flag of Member States and to ensure that Member States adopt provisions allowing for the implementation of the said measures.

3. Nevertheless, measures applicable in respect of masters and other officers of fishing vessels, for example refusal, withdrawal or suspension of authorisations to serve as such, are within the competence of the Member States in accordance with their national legislation. Measures relating to the exercise of jurisdiction by the flag State over its vessels on the high seas, in particular provisions such as those related to the taking and relinquishing of control of fishing vessels by States other than the flag State, international cooperation in respect of enforcement and the recovery of the control of their vessels, are within the competence of the Member States in compliance with Community law.

II Matters for which both the Community and its Member States have competence

The Community shares competence with its Member States on the following matters governed by this Agreement: requirements of developing States, scientific research, port State measures and measures adopted in respect of non members of regional fisheries organisations and non Parties to the Agreement. The following provisions of the Agreement apply both to the Community and to its Member States:

general provisions: (Articles 1, 4, and 34 to 50)

dispute settlement: (Part VIII).

Interpretative Declaration

1. The Republic of Slovenia understands that the terms 'geographical particularities', 'specific characteristics of the sub region or region', 'socioeconomic geographical and environment factors', 'natural characteristics of that sea' or any other similar terms employed in reference to a geographical region do not prejudice the rights and duties of States under international law.

2. The Republic of Slovenia understands that no provision of this Agreement may be interpreted in such a way as to conflict with the principle of freedom of the high seas, recognised by international law.

3. The Republic of Slovenia understands that the term 'States whose nationals fish on the high seas' shall not provide any new grounds for jurisdiction based on the nationality of persons involved in fishing on the high seas rather than on the principle of flag State jurisdiction.

4. The Agreement does not grant any State the right to maintain or apply unilateral measures during the transitional period as referred to in Article 21 (3). Thereafter, if no agreement has been reached, States shall act only in accordance with the provisions provided for in Articles 21 and 22 of the Agreement.

5. Regarding the application of Article 21, the Republic of Slovenm understands that, when a flag State declares that it intends to exercise its authority, in accordance with the provisions in Article 19, over a fishing vessel flying its flag, the authorities of the inspecting State shall not purport to exercise any further authority under the provisions of Article 21 over such a vessel.

Any dispute related to this issue shall be settled in accordance with the procedures provided for in Part VIII of the Agreement. No State may invoke this type of dispute to remain in control of a vessel which does not fly its flag. In addition, the Republic of Slovenia considers that the word 'unlawful' in Article 21 (18) of the Agreement should be interpreted in the light of the whole Agreement, and in particular, Articles 4 and 35 thereof.

6. The Republic of Slovenia reiterates that all States shall refrain in their relations from the threat or use of force in accordance with general principles of international law, the United Nations Charter and the United Nations Convention on the Law of the Sea. In addition, the Republic of Slovenia underlines that the use of force as referred to in Article 22 constitutes an exceptional measure which must be based on the strictest compliance with the principle of proportionality and that any abuse thereof shall imply the international liability of the inspecting State. Any case of non compliance shall be resolved by peaceful means and in accordance with the applicable dispute settlement procedures. Furthermore, the Republic of Slovenia considers that the relevant terms and conditions for boarding and inspection should be further elaborated in accordance with the relevant principles of international law in the framework of the appropriate regional and subregional fisheries management organizations and arrangements.

7. The Republic of Slovenia understands that in the application of the provisions of Article 21 (6), (7) and (8), the flag State may rely on the requirements of its legal system under which the prosecuting authorities enjoy a discretion to decide whether or not to prosecute in the light of all the facts of a case. Decisions of the flag State based on such requirements shall not be interpreted as failure to respond or to take action."

Confirmation of the declarations made by the European Community

The Republic of Slovenia hereby confirms the declarations made by the European Community upon ratification of the Agreement for the implementing of the provisions of the United Nations Convention on the Law of the Sea of 10 December 1982 relating to the conservation and management of straddling fish stocks.

II. LEGAL INFORMATION RELEVANT TO THE UNITED NATIONS CONVENTION ON THE LAW OF THE SEA

A. National Legislation

1. Lithuania

Resolution No 1597 of 6 December 2004
on the Approval of the Limits of the Territorial Sea, Contiguous Zone, Exclusive Economic Zone and Continental Shelf of the Republic of Lithuania and the Assignement to Ministries and Government Institutions to Prepare the Required Legal Acts[1]

Vilnius

In conformity with the universally recognized rules and principles of the international law of the sea, embodied in the 1982 United Nations Convention on the Law of the Sea (Valstybės Žinios (Official Gazette) No 107-4786, 2003), and with a view to exercising its sovereignty over the territorial sea and sovereign rights over the contiguous zone, the exclusive economic zone and the continental shelf, the Government of the Republic of Lithuania has resolved:

1. To establish within the World Geodetic System 1984 (WGS 84):

1.1. the coordinates of turning points (Annex 1) of the limits of the territorial sea of the Republic of Lithuania (Annex 4), which are drawn in straight lines (loxodromes);

1.2. the coordinates of turning points (Annex 2) of the coincident boundaries of the exclusive economic zone and continental shelf of the Republic of Lithuania (Annex 4), which are drawn in straight lines (loxodromes);

1.3. the coordinates of turning points (Annex 3) of the limit of the contiguous zone of the Republic of Lithuania (Annex 4), which is drawn in straight lines (loxodromes).

2. To assign the below mentioned ministries to determine the need of and, where appropriate, to prepare the laws and regulations necessary to comply with the international rules to the contiguous zone, the exclusive economic zone and the continental shelf of the Republic of Lithuania as provided for in the international treaties of the Republic of Lithuania and to create a uniform legal system, covering the infringement prevention and the civil or criminal liability, before 31 March 2005:

2.1. Ministry of Environment – in respect of the construction and operation of installations and cables or pipelines at sea, the conservation of living marine resources, the prospecting, exploration for, and exploitation of resources, the preservation of the marine environment, the prevention and reduction of pollution, the dumping of wastes and other matter within the exclusive economic zone and on the continental shelf;

2.2. Ministry of Environment and Ministry of Education and Science – in respect of marine scientific research in the exclusive economic zone;

2.3. Ministry of National Defence and Ministry of the Interior – in respect of salvage operations, the right of hot pursuit;

2.4. Ministry of Culture – in respect of the protection of cultural heritage, unauthorized broadcasting (the transmission of sound radio or television broadcasts for the general public) in the exclusive economic zone;

2.5. Ministry of Transport and Communications – in respect of the safety of overflight and navigation, the regulation of maritime traffic, the protection of navigational aids;

2.6. Ministry of Transport and Communications, National Land Service under the Ministry of Agriculture – in respect of hydrographic survey activities;

2.7. Ministry of Health – in respect of the prevention of sanitary regulations infringement in the contiguous zone;

2.8. Ministry of Agriculture – in respect of fishing activities in the exclusive economic zone.

3. To acknowledge the termination in force of the Government Resolution No 1292 of 30 October 2000 on the approval of coastal points of the Baltic Sea for determining the limits of the territorial sea of the Republic of Lithuania (Valstybės Žinios (Official Gazette) No 2000, No 94-2938).

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[1] Source: http://www.lrv.lt/main_en.php. The lists of geographical coordinates of points as contained in the annexes to the Resolution were deposited with the Secretary-General of the United Nations under the United Nations Convention on the Law of the Sea through a note verbale dated 8 March 2006 from the Ministry of Foreign Affairs of the Republic of Lithuania.

4. This Resolution shall remain in force until the adoption of relevant laws on the limits of the territorial sea, the contiguous zone, the exclusive economic zone and the continental shelf of the Republic of Lithuania.

Acting Prime Minister Algirdas Brazauskas

Acting Minister of Foreign Affairs Antanas Valionis

(a) Annex 1 to Resolution No 1597 of 6 December 2004 of the Government of the Republic of Lithuania

The Coordinates of Turning Points of the Limits of the Territorial Sea of the Republic of Lithuania

Table 1
The normal baseline along the coast of the Baltic Sea
(The inner limit of the territorial sea)

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
1	56° 04, 148'	21° 03, 858'
2	55° 55, 246'	21° 02, 689'
3	55° 43, 631'	21° 04, 562'
4	55° 37, 780'	21° 06, 398'
5	55° 32, 545'	21° 05, 913'
6	55° 23, 165'	21° 02, 078'
7	55° 16, 850'	20° 57, 223'

Table 2
The state boundary with the Russian Federation
(The southern limit of the territorial sea)

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
7	55° 16, 850'	20° 57, 223'
14	55° 23, 040'	20° 39, 227'

Table 3
The state boundary with the Republic of Latvia
(The northern limit of the territorial sea)

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
1	56° 04, 148'	21° 03, 858'
8	56° 02, 725'	20° 42, 583'

Table 4
The outer limit of the territorial sea (The state -boundary)

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
8	56° 02, 725'	20° 42, 583'
9	55° 54, 934'	20° 41, 361'
10	55° 43, 507'	20° 43, 333'
11	55° 38, 142'	20° 45, 228'
12	55° 33, 896'	20° 44, 911'
13	55° 27, 330'	20° 42, 325'
14	55° 23, 040'	20° 39, 227'

(b) Annex 2 to Resolution No 1597 of 6 December 2004
of the Government of the Republic of Lithuania

The Coordinates of Turning Points of the Coincident Boundaries of the Exclusive Economic Zone and Continental Shelf of the Republic of Lithuania

Table 1
The boundary of the exclusive economic zone and continental shelf
between the Republic of Lithuania and the Russian Federation

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
14	55° 23, 040'	20° 39, 227'
22	55° 38, 175'	19° 55, 466'
23	55° 55, 420'	19° 02, 805'
24	55° 55, 921'	19° 01, 268'

Table 2
The boundary of the exclusive economic zone and continental shelf
between the Republic of Lithuania and the Kingdom of Sweden

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
24	55° 55, 921'	19° 01, 268'
25	55° 57, 300'	19° 03, 983'
26	55° 58, 867'	19° 04, 817'
27	56° 02, 433'	19° 05, 600'
28	56° 02, 725'	19° 05, 783'

Table 3
The boundary of the exclusive economic zone and continental shelf
between the Republic of Lithuania and the Republic of Latvia

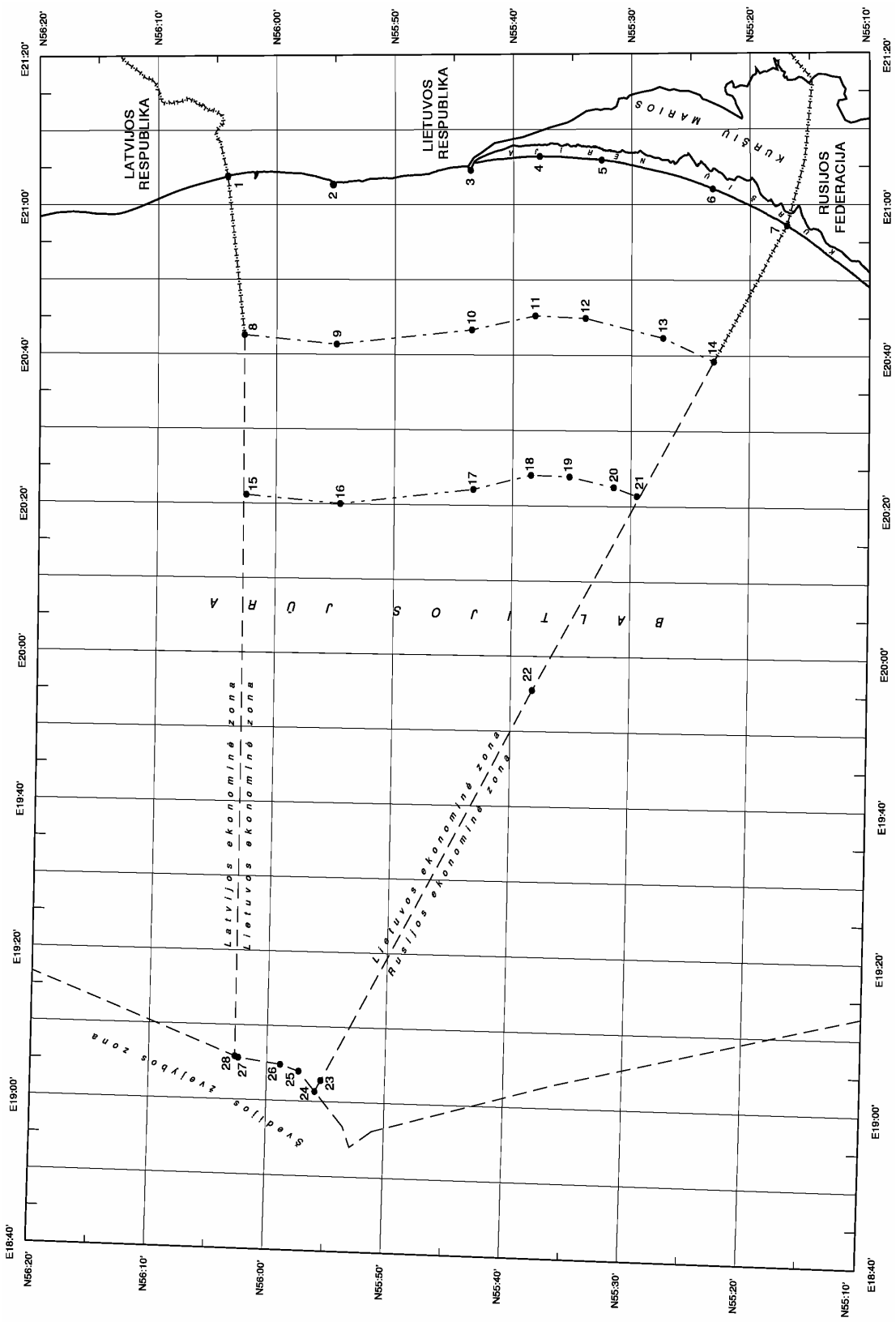
Point No	Geographical coordinates of points	
	Latitude North	Longitude East
8	56° 02, 725'	20° 42, 583'
28	56° 02, 725'	19° 05, 783'

(c) Annex 3 to Resolution No 1597 of 6 December 2004 of the Government of the Republic of Lithuania

The Coordinates of Turning Points of the Limit of the Contiguous Zone
of the Republic of Lithuania

Point No	Geographical coordinates of points	
	Latitude North	Longitude East
15	56° 02, 504'	20° 21, 152'
16	55° 54, 560'	20° 20, 040'
17	55° 43, 321'	20° 22, 107'
18	55° 38, 443'	20° 24, 052'
19	55° 35, 188'	20° 23, 885'
20	55° 31, 443'	20° 22, 504'
21	55° 29, 486'	20° 21, 371'

(d) Annex 4 to Resolution No 1597 of 6 December 2004 of the Government of the Republic of Lithuania



2. Slovenia

Maritime Code (PZ), 2001[1]

PART FIVE – SHIPOWNER

Section I – SHIPOWNER'S LIABILITY

Article 382

A shipowner shall be liable for the obligations arising in connection with the navigation and utilisation of a ship, unless otherwise stipulated by this Act.

Article 383

The shipowner and the salvager may limit their liability for maritime claims in compliance with the provisions of this part of the Act.

For the purposes of this section of the Act, an owner, charterer and chartered owner shall also be considered to be shipowners.

A salvager shall be a person who offers services directly connected with salvage or rescue.

In the event of claims under Article 385 of this Act against persons for whose actions, omissions or errors the shipowner or the salvager is liable, these persons may limit their liability in compliance with the provisions of this part of the Act.

A person who insures against liability for those claims for which liability may be limited in compliance with the provisions of this Act shall be entitled to the same benefits as the insured party under this Act.

Any reference to limited liability shall not amount to an admission of liability.

Article 384

In cases where the shipmaster, other members of the crew or other persons who work for the shipowner are responsible for the claims under Article 385 of this Act, they may limit their liability in compliance with Articles 388 to 394 of this Act.

Article 385

Taking into account the exceptions mentioned in Articles 386 and 387 of this Act, liability for the following claims may be limited, irrespective of the grounds for liability:

1. for claims arising from death, physical injury, loss or damage to property (including damage to port facilities, pools, access sea lanes and navigational markings) which occurred on the ship or in direct connection with the utilisation of the ship or during salvage, as well as claims arising from subsequent related damages;

2. claims arising from any damage created as a result of a delay in the carriage of goods, passengers and their luggage by sea;

3. claims arising from other damages created by violations of non-contractual rights in direct connection with the utilisation of the ship or with salvage;

4. claims made by other persons, except those who are liable for the damage, arising from measures for the prevention and mitigation of damage for which the responsible person may limit liability in compliance with this part of the Act and for any subsequent damage created as a result of these measures.

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[1] Original: Slovenian. English translation provided by Slovenia. Text transmitted through notes verbales dated 24 and 27 February 2006 from the Permanent Mission of Slovenia to the United Nations addressed to the Secretary-General of the United Nations. Parts I to IV of the Maritime Code were published in *Law of the Sea Bulletin* 60. Parts VIII to XI of the Maritime Code will be published in subsequent issues of the *Law of the Sea Bulletin*.

The liability for claims from the preceding paragraph may be limited in the event of a suit on the basis of a contract, an action in tort, a suit for recourse or a guarantee. However, the claims referred to in point 4 of the preceding paragraph may not be subject to a limitation of liability to the extent to which the liability applies to reimbursement pursuant to the contract with the responsible person.

Article 386

This part of the Act shall not apply to the following claims:

1. claims arising from salvage, or contributions towards the general average;

2. claims arising from damages referred to in Section V of Part Seven of this Act;

3. claims regulated by an international convention or national law governing or prohibiting the limitation of liability for nuclear damage;

4. claims by the staff of the shipowner or the salvager whose duties are closely connected to the ship or salvaging, including claims by their heirs, successors in title and other persons entitled to such claims.

Article 387

The shipowner shall lose the right to limited liability referred to in Article 388 of this Act if he causes damage intentionally or through gross negligence.

The shipowner may not limit liability for damage arising from the death of or physical injury to persons employed by the shipowner.

Article 388

The liability limits for claims (except for those mentioned in Article 389 of this Act) originating from the same event shall be calculated in the following manner:

1. for claims arising from death and physical injury:

(a) SDR 333 000 for a ship not exceeding 500 tonnes;
(b) for a ship exceeding 500 tonnes, the following amounts shall be added to the amount at (a):
- for each tonne between 501 and 3 000 – SDR 333
- for each tonne between 3 001 and 30 000 – SDR 333
- for each tonne between 30 001 and 70 000 – SDR 250
- for each tonne exceeding 70 000 – SDR 167;

2. for other claims:

(a) SDR 167 000 for a ship not exceeding 500 tonnes;
(b) for a ship exceeding 500 tonnes, the following amounts shall be added to the amount at (a):
- for each tonne between 501 and 30 000 – SDR 167
- for each tonne from 30 001 to 70 000 – SDR 125
- for each tonne exceeding 70 000 – SDR 83.

When the amount referred to in point 1 of the preceding paragraph is insufficient to settle all the claims cited in this paragraph, the funds mentioned in point 2 of the same paragraph shall be used to settle the outstanding amount, whereby the outstanding amount shall compete proportionately with the claims mentioned in point 2.

The limitation of the liability of the salvager who either does not perform salvage work from a ship, or conducts it exclusively on the ship which is the subject of a salvage operation, shall be calculated by using gross tonnage of 1 500 as the basis.

For the purposes of this part of the Act, the ship's gross tonnage, calculated on the basis of Appendix I to the International Convention on Tonnage Measurement of Ships (1969), shall be used.

Article 389

In the event of claims arising from the death of or physical injury to passengers on board a ship originating from the same event, the shipowner shall be liable in the amount of SDR 46 666 multiplied by the number of passengers that the ship may carry pursuant to the navigation list, but not more than SDR 25 million.

The claims from the preceding paragraph include all claims made by a person travelling on a ship or on whose account a voyage is conducted pursuant to a contract of passage or who, with the approval of the shipowner, accompanies a vehicle or live animals pursuant to a contract of affreightment.

Article 390

The limits of liability determined on the basis of Article 388 of this Act shall be used for the sum of all claims originating from the same event, against the following persons:

1. the person or persons mentioned in the first paragraph of Article 383 of this Act and all those for whom they are responsible, or

2. the owner of the ship who carries out salvage from that ship, the salvager or salvagers who conduct such salvage work, and the persons for whom they are responsible, or

3. the salvager or salvagers who only conduct salvage outside the ship or only from the ship that is being salvaged, and the persons for whom they are responsible.

The liability limits mentioned in Article 389 of this Act shall be used for the sum of all claims that may arise from the same event, against a person or persons mentioned in the first paragraph of Article 383 of this Act in connection with the ship referred to in Article 388 of this Act, and/or against the persons for whom they are responsible.

Article 391

The persons who may be liable for the claims cited in this part of the Act must establish a limited liability fund.

The resources of the fund shall cover the corresponding amounts mentioned in Articles 388 and 389 of this Act plus the interest accrued from the start of liability until the establishment of the fund.

The fund is to be used to settle claims in respect of which it is possible to make reference to limited liability.

The fund may be established by depositing the amount in cash or in another suitable form of security.

A fund established by one of the persons mentioned in points 1, 2 or 3 of the first paragraph of Article 390 of this Act or in the second paragraph of the same Article or by their insurer shall be considered to have been founded by all the persons mentioned in points 1, 2 or 3 of the first paragraph or the second paragraph of Article 390.

Article 392

Claims by creditors shall be settled from the fund in proportion to the established amount.

The responsible person and/or his insurer who, prior to the distribution of the fund's resources, completely or partly settles any claims from this part of the Act shall, in relation to the fund, occupy the position of a creditor whose claim has been settled up to the amount which has been paid.

Article 393

The creditors for whose benefit a limited liability fund was established may have their claims settled from this fund only.

Following the establishment of the fund in compliance with Article 391 of this Act, any ship or other property that belongs to the persons for whose benefit this fund was established must be released, if it has been stopped or seized because of the claims that may be settled from the fund. In cases where the fund was formed abroad, a Slovenian court may release such property if the creditor’s interests are protected in an appropriate manner.

The release of property shall be compulsory if the fund has been established:

1. in the port where the damaging event occurred or, if it occurred outside the port, in the next port;

2. in the port of disembarkation, for claims arising from death or physical injury;

3. in the port of unloading, for claims arising from damaged goods;

4. in the country in which the ship was stopped.

The provisions of the first and second paragraphs shall only apply in cases where the creditor may assert claims against the fund with the court which is administering the fund, if the claims may actually be settled from this fund.

Article 394

The provisions of Articles 382 to 422 of this section of the Act shall also apply to boats, whereby, in order to calculate limited liability amounts, a boat shall be treated as a ship of 500 tonnes (gross).

Article 395

The provisions of Articles 382 to 422 of this part of the Act shall also apply to military vessels, whereby the capacity of a military vessel shall be determined on the basis of its displacement. One tonne from Article 388 of this Act shall equal two displacement tonnes.

Section II – PROCEDURES FOR THE LIMITATION OF THE SHIPOWNER'S LIABILITY

Article 396

A non-litigious civil procedure to limit the shipowner's liability shall be conducted by an individual judge at the District Court of Koper with subject matter jurisdiction.

The court mentioned in the preceding paragraph shall have jurisdiction if the ship or boat involved in the event, in connection with which a procedure limiting the shipowner's liability is in progress, is entered in the Slovenian register of ships; if the ship or boat involved in the event in connection with which a procedure limiting the shipowner's liability is in progress belongs to a foreign country, the court mentioned in the preceding paragraph shall have jurisdiction if the ship or boat has been stopped in the territorial sea of the Republic of Slovenia and, when it has not been stopped, if the money to establish a limited liability fund has been deposited with a court in the Republic of Slovenia.

Article 397

The procedure of limiting the shipowner's liability shall be initiated at the proposal of the person who is entitled to limit his own liability under the provisions of this Act.

The proposal to initiate the procedure of limiting the shipowner's liability must, in addition to the general data that must be stated in any application, also contain the following:

1. a description of the event giving rise to the claim for which limited liability is proposed;
2. the grounds for and amounts of limited liability;
3. the manner in which the proposer proposes to establish a limited liability fund (cash deposits or other suitable security);
4. a list of all known creditors, their registered offices or place of residence;
5. the type and probable amounts of claims by known creditors.

A proposal to limit the shipowner's liability must be accompanied by documents on the tonnage of the ship in accordance with Article 388 of this Act.

Article 398

If the court establishes that the conditions prescribed by this Act permitting the proposer to limit liability have not been met, it shall issue a decision rejecting the claim.

If the court establishes that it will not be possible to use the resources of the proposed limited liability fund freely for the benefit of the creditors, it shall reject the claim.

Article 399

If the court establishes that in the proposal for the procedure to limit the shipowner's liability the claim has been made in compliance with the provisions of this Act relating to the conditions for limiting the shipowner's

liability, and that the resources of the proposed fund may be used freely to benefit the creditors, it shall issue a decision permitting the establishment of a limited liability fund.

In the decision mentioned in the preceding paragraph, the court shall request the proposer to submit, within 15 days, evidence that he has deposited the approved resources to establish the limited liability fund with the court and that he has deposited a specific amount needed to cover the costs which will be generated by the procedure or in connection with it.

If the proposer does not act in compliance with the second paragraph of this Article, the court shall issue a decision revoking the decision to establish a limited liability fund.

The court shall, in the decision, notify the proposer of the consequences of failing to comply with the third paragraph of this Article.

Article 400

A limited liability fund shall be deemed to have been established on the day the proposer submits evidence to the court of having complied with the second paragraph of the preceding Article.

The decision establishing that a limited liability fund has been established must be issued by the court within 24 hours of receiving the evidence mentioned in the preceding paragraph.

The decision mentioned in the preceding paragraph shall be published in the Official Journal of the Republic of Slovenia, in the court notices and, if necessary, in any other appropriate manner.

The decision shall be delivered to the proposer and to all creditors to whose claims the limited liability applies and whose registered office or place of residence is known to the court.

Article 401

The decision determining the establishment of a limited liability fund shall contain the following data:

1. the name, port of registration and nationality of the ship and/or the marking and place of registration of the boat;

2. the title or name, registered office, personal name, permanent residence and nationality of the proposer;

3. the event to which the limited shipowner's liability applies;

4. the amount in the limited liability fund and the date the fund was established;

5. an invitation to the creditors to register with the court those claims which, under the provisions of this Act, are to be settled from the limited liability fund within 90 days of the publication of the decision in the Official Journal of the Republic of Slovenia, irrespective of whether a civil suit has already been initiated for these claims or if a final decision has been issued, with instructions as to the consequences of a failure to act under Article 412 of this Act;

6. the location and time of the hearing to test the claims.

Article 402

If an execution procedure or a procedure to secure claims to be settled from the limited liability fund under the provisions of this Act has been initiated against a person who, under the provisions of this Act, may limit his liability or to whom the limited liability fund applies, the executive court shall, at his request, stop the executive procedure or the procedure to secure claims by means of a decision and shall annul all the actions performed in the procedure.

The party at whose proposal the court stopped an execution procedure or a procedure to secure claims shall pay the costs of the suspended procedure and, at the request of the opposing party, shall also cover the costs incurred by the opposing party.

Once the limited liability fund has been established, a request for a regular execution procedure or a procedure to secure claims which, under the provisions of this Act, shall be settled from the limited liability fund may no longer be made.

Article 403

Creditors whose claims are in a foreign currency shall register them in their Tolar equivalent, calculated by using the average exchange rate of the Bank of Slovenia on the day the limited liability fund is established.

For claims registered on time (point 5 of Article 401 of this Act), the legal interests on arrears shall accrue from the day the limited liability fund was established, and for others from the day they were registered.

Article 404

Registered claims shall be tested at the hearing to test the claims.

The proposer and all creditors who registered their claims prior to the scheduled hearing to test the claims may take part in the hearing as parties.

The court may conduct a hearing even if the parties do not attend.

At the hearing, the court shall invite the parties present to make statements on the claims registered and on the grounds for limiting the liability of the proposer.

Article 405

It shall not be considered that the creditor, by registering a claim, is thereby granting the proposer the right to settle the registered claim from the limited liability fund.

A creditor may not contest the claims of another creditor by alleging that it may not be settled from the limited liability fund because the event from which the claim has arisen was caused intentionally or through the gross negligence of the shipowner (first paragraph of Article 387 of this Act).

It shall be considered that the person who proposes to establish a limited liability fund and the creditors have acknowledged the existence of a registered claim and that it may be settled from the limited liability fund if they did not contest it with an application or verbally at the hearing to test the claims by the end of that hearing.

Article 406

If the creditor objects to the proposer's limited liability on his claims while the proposer agrees to it, the court shall instruct him, with a decision, to file a suit against the proposer in order to establish that his claim does not belong among those claims to be settled from the limited liability fund within 30 days of being delivered the decision.

If the creditor does not act in accordance with the court decision within the period mentioned in the preceding paragraph and/or if he withdraws the suit, it shall be considered that he has abandoned his declaration that the proposer’s liability is not limited with regard to his claims.

Article 407

If the creditor contests the existence or amount of a claim by another creditor or a right for his claim to be settled from the limited liability fund, the court shall, with a decision, instruct the creditor whose claim is being contested to file a suit to establish his claim or its amount or the right to a settlement from the limited liability fund, against the proposer and all the creditors who are contesting his claim or its amount, within 30 days of being delivered the decision.

If creditors contest the claim of another creditor which has been established with a final judgment in a civil suit against the proposer, the court shall, with a decision, instruct the creditor or creditors who are contesting such a claim to file a suit to establish that the claim does not exist within 30 days.

If the creditors who were instructed by the court to initiate a suit within the period from the first paragraph and the preceding paragraph do not act in compliance with the court decision or if they withdraw the suit, it shall be considered that, in the cases referred to in the first paragraph of this Article, the claim has not been registered at all, and in the cases referred to in the preceding paragraph, that the claims were not contested.

Article 408

If the proposer contests the existence or amount of the creditor’s claim, the court shall instruct the creditor, with a decision, to file a suit against the proposer to establish the existence or amount of his claim within 30 days of being delivered the decision.

The proposer may not contest the creditor’s claim if the existence and amount of this claim have been finally established in a civil suit between him and the creditor, or a civil suit conducted under the first paragraph of the preceding Article.

If the creditor who has been instructed by the court to file a civil suit does not act within the period determined in the first paragraph of this Article or if he withdraws the filed suit, it shall be considered that the claim has not been registered at all.

Article 409

The suits mentioned in Articles 406, 407 and 408 of this Act may apply only to those claims which were the subject of the discussion at the hearing to test claims.

Any final judgments passed in civil suits from Articles 406, 407 and 408 of this Act shall have a legal effect against all parties in the procedure of limiting the shipowner's liability.

Article 410

The competent court in the disputes mentioned in Articles 406, 407 and 408 of this Act shall be exclusively the court which is conducting the procedure to limit the shipowner's liability.

Article 411

If the proposer proves as plausible that a claim should be settled abroad by the limited liability fund, the court may, at his proposal, order that the amount required to settle this claim be removed from the fund in proportion to other registered claims and the resources of the limited liability fund.

The proposal mentioned in the preceding paragraph may be filed prior to the first hearing on the distribution of the resources of the limited liability fund.

The amount removed in compliance with the first paragraph of this Article shall be kept in a special deposit for 10 years from the day when the decision on the final distribution of the resources of the limited liability fund becomes final.

The court may, before the end of the period mentioned in the preceding paragraph, order that the entire removed amount, or a part thereof, be returned to the general deposit of the limited liability fund if it can be concluded from the circumstances that the assumptions (first paragraph) on the basis of which this amount was removed, no longer exist.

After expiry of the period mentioned in the third paragraph of this Article, the court shall return the amount removed to the general deposit of the limited liability fund.

Article 412

The court shall convene a new hearing to test the claims which were registered after the hearing.

The creditors whose claims are tested at the new hearing under the preceding paragraph may not contest the claims that were recognised earlier.

The creditors may register their claims prior to the end of the hearing on the distribution of the resources of the limited liability fund.

The claims registered after the first hearing to distribute the resources of the limited liability claim shall not be established.

Creditors who register their claims after the period mentioned in point 5 of Article 401 of this Act shall, at the request of the proposer and of other parties to the procedure, reimburse them the costs of the procedure caused by late registration. The court may request that these creditors advance the amount required to cover such costs.

Article 413

After the procedure to test registered claims has been conducted, the court shall establish with a decision which of the claims shall be recognised and in what amount; here it shall also take into account the written applications by the parties.

Article 414

The resources of the limited liability fund shall be distributed when the decision issued according to the preceding Article becomes final.

The court may, at the proposal of the creditor, temporarily distribute a part of the resources of the limited liability fund in order to pay tested claims in advance, if the creditor who makes such a proposal proves as plausible that suits under Articles 406, 407 and 408 of this Act will not end in less than six months.

The distribution of the resources referred to in the preceding paragraph shall include that part of the limited liability fund that remained once the resources required to settle any disputed claims were removed from the total, in the amount they would have been settled if their existence had been confirmed in the registered amount.

The resources removed from the limited liability fund under the first, second or third paragraphs of Article 411 of this Act shall be distributed when the procedure to test disputed claims with which the removed sums are associated has been finally concluded, whereby the distribution performed under the first, second and third paragraphs of this Article shall be taken into account.

Article 415

The court shall prepare a draft for the distribution of the resources of the limited liability fund.

When preparing the draft for the distribution of the resources of the limited liability fund, the court shall convene a hearing to discuss it; to this hearing it shall invite the proposer and those creditors whose claims have been established and for which it has been established that they will be settled from the limited liability fund, and the creditors whose claims are still disputed.

The court shall, together with the invitation to the hearing, send a copy of the distribution draft.

Article 416

If an expert is needed to prepare a draft for the distribution of the resources of the limited liability fund and the court has no such expert, a specialist outside the court may be entrusted with the preparation of the draft.

For experts from the preceding paragraph, the provisions of the Civil Procedure Act relating to experts shall apply.

Article 417

The proposer and the creditors referred to in Article 415 of this Act may take part in a hearing as parties.

The absence of parties from a hearing shall not preclude the hearing from going ahead.

At the hearing, the court shall invite the parties present to comment on the draft of the distribution of the resources of the limited liability fund and to submit their objections.

The decision to distribute the established limited liability fund shall be issued by the court on the basis of the result or success of the procedure, whereby it shall take into account the written applications of the parties.

Article 418

The court must issue an order to settle the claims of those creditors to whom the decision on distribution applies within three days of the day the decision on the distribution of the resources of the limited liability fund becomes final and against which no legal redress is requested, or of the day the court of second instance sent the decision to the court of first instance.

Article 419

The registration of a claim in the procedure to limit a shipowner’s liability shall, with regard to the suspension of the statute of limitations, have the same effect as the filing of a suit in a civil procedure.

With regard to the claims contested in the procedure to test claims, it shall be considered that the statute of limitations was suspended from the day the claim was registered to the end of the period open for filing a suit under the provisions of Articles 407 and 408 of this Act and/or from the day of the judgement establishing that the creditor's claim should not be settled from the limited liability fund becoming final.

The statute of limitations on the claims which, under the decision on the distribution of the resources of the limited liability fund, shall be settled from the fund, shall recommence when the decision on distribution becomes final.

Article 420

The court shall establish, for the benefit of those parties who, six months after the issuing of payment instructions (Article 418 of this Act), cannot have their claims settled, a special deposit account from the resources of the limited liability fund, in accordance with the rules on the establishment of a court deposit.

Article 421

Any complaints against decisions issued in the procedures limiting the liability of a shipowner may be filed within eight days of the delivery of the decision.

Article 422

In a procedure to limit the liability of a shipowner, all extraordinary appeals which may be filed against judgments issued in civil procedures may be applied against a final court decision which finally concludes the procedure before the court.

PART SIX - MARITIME CONTRACTS

Section I – A SHIPBUILDING CONTRACT

Article 423

With a shipbuilding contract, the shipyard shall undertake to build a new ship within the specified period, in accordance with the design and technical documentation, and the client shall promise to pay the agreed price for the newly-built ship.

With the contract to convert or repair a ship, the party carrying out repairs shall promise to convert or repair an existing ship within a specified period, and the client shall agree to pay the party who carries out the work the agreed amount for the conversion or repair work.

The provisions of this Act on shipbuilding contracts shall also apply *mutatis mutandis* to contracts to convert or repair a ship, except for the reception of a ship in a dock, if this is an independent transaction.

Article 424

A shipbuilding contract, and its amendments and additions, must be drafted in writing.

Any contracts to build a ship, and its amendments and additions, which are not in accordance with the preceding paragraph shall have no legal effect.

Article 425

The shipyard must build the ship in accordance with the contract and with the rules of the profession, and in such a manner that a certificate on seaworthiness, as prescribed by this Act, may be issued for the ship, as well as other documents envisaged in the shipbuilding contract.

If the ship is to be entered in a foreign register of ships, the shipyard must build it in accordance with the contract and the rules of the profession, and in such a manner that the ship may be issued with the documents envisaged in the shipbuilding contract.

Article 426

It shall be considered that a ship under construction is owned by the shipyard, unless otherwise stipulated in the shipbuilding contract.

Article 427

The client shall have the right to supervise the construction of the ship and to appoint for this purpose one or several supervisors. The appointment and removal of a supervisor must be notified in writing to the shipyard.

The costs associated with the supervisor's work shall be paid by the client.

The shipyard must enable the supervisor to conduct supervision during construction.

If the supervisor establishes that the performance of specific work is not in compliance with the provisions of Article 425 of this Act, he shall immediately submit a written comment to the shipyard.

If the shipyard disagrees with the comments made by the supervisor, the supervisor shall, without delay, inform the client thereof in writing and request the initiation of the procedure envisaged for such cases in the contract.

If the contract contains no provisions on a procedure referred to in the preceding paragraph or if the parties do not accept the results of the procedure mentioned in that paragraph, the dispute shall be resolved by a court.

The provisions of the first to fifth paragraphs of the Article shall not interfere with the right of the classification society to supervise the construction of a ship under the provisions of this Act relating to the establishment of the seaworthiness of a ship.

Article 428

When manufacturing or purchasing parts or accessories for the ship ordered or bought by the shipyard from persons selected by the client, the shipyard shall be liable for the faults in the work performed or in the purchased parts and accessories, unless he proves that, despite due care and attention, these faults could not have been noticed.

Article 429

The shipyard shall not be liable for deficiencies in construction if it can prove that these were created because it acted in executing certain work in accordance with the client’s demands and that it informed him of that it might have adverse consequences which the client could have foreseen with due care and attention.

If the material used to build the ship is supplied by the client, the shipyard must inspect it and inform the client of any deficiencies without delay.

If the shipyard does not act in accordance with the preceding paragraph, it shall be liable for any harmful consequences occurring as a result of faults in the material.

The shipyard shall not be liable in line with the preceding paragraph if the client, despite information that the material was faulty, insisted that the material be used by the shipyard to build the ship.

If the shipyard is not also the designer, it shall be liable for those deficiencies in the construction of the ship which it executed in accordance with the design and which, with due care and attention, it should have noticed.

The shipyard shall not be liable in line with the preceding paragraph if the client, despite being informed by the shipyard, demanded that the work be carried out in accordance with the design.

If a Slovenian ship is being built, the shipyard must notify the classification society supervising the construction that the client, despite its warnings, insisted that certain works were to be executed contrary to technical construction standards and the rules of the profession, that inferior material was to be built into the ship, or that the works were to be carried according to the design even though this would entail faulty construction.

Article 430

The shipyard shall have the right to retain the ship until it has received payment or an appropriate security for the claims arising from the shipbuilding contract.

Article 431

The shipyard must, within a suitable period and at its own expense and risk, remove the deficiencies for which it is liable under the provisions of Articles 425, 427 and 429 of this Act.

If the deficiencies cannot be removed, the client may demand a corresponding reduction in the price.

If a deficiency that cannot be removed is a substantial one, the client shall have the right to rescind the contract.

The provisions of the first to third paragraphs of this Article shall not interfere with the client's right to compensation.

Circumstances where the client had no comments on the design from the shipyard relating to the material used and the manner of execution of works during the construction of the ship shall not absolve the shipyard from its liabilities under the first to fourth paragraphs of this Article.

Article 432

The shipyard shall be liable for any hidden faults detected within one year of delivering the ship to the client, on condition that the client informs the shipyard in writing of the faults immediately upon detecting them.

Article 433

The liabilities of the shipyard under the preceding Article shall cease one year from the day it was informed of the faults under the preceding Article.

Section II - CONTRACTS FOR THE EXPLOITATION OF SHIPS

1. Common provisions

Article 434

Contracts for the exploitation of ships shall be divided into contracts of carriage and charter parties (lease).

Article 435

A contract of carriage shall be a contract of affreightment by sea, a contract of passage by sea, a contract of towage at sea, and other contracts relating to other contracts of carriage.

Article 436

The provisions of this Act relating to a specific contract of carriage shall apply *mutatis mutandis* to other contracts of carriage also, unless otherwise stipulated by this Act.

Article 437

The terms used in this section of the Act shall have the following meaning:

1. the charterer shall be that contracting party who signs a contract with the shipowner on the carriage of affreightment or passage, of towage or pushing of a vessel, or on any other contracts of carriage;

2. the shipper shall be the charterer, or a person appointed by him, who, under the contract of affreightment, delivers the goods to the shipowner for carriage;

3. the consignee shall be the person entitled to take delivery of the goods from the shipowner;

4. the beneficiary shall be the person who, under the contract of affreightment, enjoys certain rights with regard to the shipowner (charterer, shipper, consignee);

5. lay days shall be the normal time specified for the loading or unloading of goods;

6. demurrage shall be the extension to the time for loading and unloading beyond the lay days.

Article 438

The provisions of this chapter shall also apply to the following:

1. military vessels;

2. boats.

Notwithstanding the provision of point 1 of the preceding paragraph, the following shall not apply to contracts for the exploitation of military vessels:

1. the provisions on time charter (Articles 442, 443, 570 and 572 of this Act, and in Article 440 of this Act, the provisions applying to this contract);

2. the provisions on the right of the charterer to sign a contract of affreightment with someone else (Article 444 of this Act);

3. the provisions on the carriage of passengers and luggage (Articles 586 to 621 of this Act), except for the provisions on the shipowner's liability for the death of and physical injury to passengers, and the provisions of Article 598 of this Act;

4. the provisions on bareboat charter (Articles 643 to 657 of this Act);

5. the provisions of Articles 452 and 565 of this Act.

2. Contracts of carriage

a) Carriage of goods

Common provisions on the carriage of goods

Article 439

With a contract of affreightment, the shipowner undertakes to carry goods and the charterer undertakes to pay the freight.

Article 440

A contract of affreightment may be for the entire ship, a part thereof or a specific part of the ship (a charter party), or for the carriage of individual items (contract of carriage).

A charter party may be signed for one or several voyages (a voyage charter) or for a period of time (a time charter).

Article 441

A charter party must be drawn up in written form.

A contract mentioned in the preceding paragraph which is not drawn up in written form shall have no legal effect.

With contracts of affreightment not mentioned in the first paragraph of this Article, each party may request a written document to be drawn up on the concluded contract.

If the party who is obliged to draw up the document in writing does not fulfil this demand, the other party shall be entitled to withdraw from the contract, unless the fulfilment of the contract has already begun.

The provision of the preceding paragraph shall not interfere with the compensation rights of the party who requested the document in writing.

Article 442

With charter party, the shipowner shall not be liable to the charterer for the obligations assumed by the shipmaster in connection with the fulfilment of the charterer’s special orders.

Article 443

With charter parties, the charterer must not decide on voyages which would expose the ship and the ship’s crew to danger which could not have been foreseen at the time the contract was signed, or voyages which cannot be expected to be completed without seriously exceeding the time for which the contract has been concluded.

Article 444

The charterer of a charter party may sign a contract with another person on the carriage of goods on the ship which is the subject of the charter party.

The shipowner shall also be liable to others for the obligations arising from the contract mentioned in the preceding paragraph, under regulations whose application cannot be excluded with an agreement between the parties, and under the conditions determined for such a type of carriage.

If, in the case mentioned in the preceding paragraph, the shipowner's obligations are increased, the charterer shall be liable for them to the shipowner.

If the other person with whom the contract mentioned in the first paragraph of this Article has been concluded knew of the charter party, the shipowner shall be liable to this person only within the bounds of the charter party and of those legal regulations whose application cannot be excluded with an agreement between the parties.

Article 445

The charterer who authorised another person as the shipper to deliver cargo on his behalf to the shipowner for carriage shall be liable to the shipowner for the shipper's actions or omissions within the limits of the contract.

Article 446

A contract of affreightment shall expire if it is permanently impossible to fulfil the contract due to *force majeure*.

If a contract of affreightment cannot be fulfilled due to *force majeure* over a longer period of time, or if it is not certain how long *force majeure* may last, each of the parties shall be entitled to withdraw from the contract.

Each of the parties shall also have the right to withdraw from the contract when the safety of the ship, its crew or cargo may be endangered due to *force majeure* or other circumstances that cannot be averted or prevented and which, at the time the contract was concluded, could not have been foreseen and which would last a longer period of time or whose duration is uncertain.

Article 447

If the contract of affreightment expires or the charterer withdraws from it under the preceding Article, the shipowner shall be entitled to reimbursement of the costs connected with unloading; if the reason for the expiry of the contract or withdrawal from the contract emerged after the ship's departure from the port of loading, the shipowner shall have the right to reimbursement of the freight in proportion to the usefully travelled part of the voyage.

With the exception of the shipowner's right to reimbursement under the preceding paragraph, none of the contracting parties shall have the right to any other reimbursement from the other party.

Article 448

If a contract of affreightment cannot be fulfilled for a short period of time only, the contracting parties may not withdraw from the contract.

Article 449

With a charter party for the entire ship, the charterer may withdraw from the contract by the end of loading, or by the end of demurrage if loading has not been completed by then, on condition that he pays half the agreed freight, the cost of demurrage and other costs of the shipowner not included in the freight.

The provisions of the preceding paragraph shall also apply when the charter party has been concluded for a part of the ship or a specific space only, or in case of a contract of carriage if all the charterers withdrew from the contract.

In the cases mentioned in the first and second paragraphs of this Article, the charterer or charterers may withdraw from the contract after the end of loading or demurrage, as well as during the voyage itself, if they pay the entire agreed freight, the costs of demurrage and other costs of the shipowner which were not included in the freight.

If a charter party has been signed for a part of the ship or specific space only or in case of contract of affreightment for individual items, any of the charterers may withdraw from the contract before the start of loading if they pay the entire agreed freight, the costs of demurrage and other costs of the shipowner which were not included in the freight.

Article 450

The charterer may also withdraw from the contract in the cases referred to in the fourth paragraph of the preceding Article after the commencement of loading if he fulfils the obligations specified in this Article; the condition being that cargo can be unloaded without endangering the ship or any other cargo, that unloading will not cause any great delays to departure or a disturbance in the navigational order, that unloading will not cause damage to other charterers, and that there are no convincing reasons against the unloading.

If the shipowner, for reasons cited in the preceding paragraph, does not accept withdrawal from the contract, he shall immediately notify the charterer thereof.

Article 451

If, in the event of withdrawal from the contract, a bill of lading has already been issued, the charterer may withdraw from the contract if he returns all originals of the bill of lading to the shipowner or posts security for the damage the shipowner may suffer because not all of the original B/Ls were returned.

Ships

Article 452

The shipowner must carry the cargo using the ship which was explicitly agreed on or which possesses the agreed characteristics.

If the parties have not explicitly agreed on a specific ship or its characteristics in line with the preceding paragraph, the shipowner must convey the cargo using a ship which has the usual characteristics for conducting the agreed transport.

Article 453

The shipowner must, with the due care and attention of a good shipowner, on time and by the start of the voyage, prepare the ship for navigation, equip the ship in an appropriate manner, provide the crew, supply the ship with the necessary supplies, and prepare it in such a manner that cargo may be loaded, stacked, stored, transported and unloaded in the same state as when it was accepted for carriage.

The shipowner must act with the due diligence and attention of a good shipowner referred to in the preceding paragraph for the entire duration of the voyage.

The shipowner must provide evidence that he has acted with the due diligence and attention mentioned in the first and second paragraphs of this Article.

An agreement concluded in contravention of the provisions of the first to third paragraphs of this Article shall have no legal effect.

Article 454

Space on a ship which is not intended for the carriage of cargo may be used for that purpose only with the explicit agreement of the contractual parties, unless such an agreement is contrary to regulations.

Article 455

The shipowner may, with the consent of the charterer, replace the agreed ship with another.

The consent of the charterer to the replacement of a ship shall not be required if the carriage is performed on the basis of a contract of carriage.

Article 456

The shipowner shall be responsible for the correctness of the information on the carrying capacity of the ship cited in the charter party , if the difference is more than 5%.

Article 457

If a charter party for the entire ship or a specific space on the ship is concluded and the space is not used completely, the shipowner may not use this space without the consent of the charterer.

Loading of cargo

Article 458

The shipowner must bring the ship which is to be loaded with cargo to the agreed port.

Article 459

If the ship, for reasons for which the charterer is not responsible, cannot be brought to the agreed port, the charterer shall have the right, taking into account the purpose of the contract, to determine the first suitable port that the ship can reliably arrive at for loading.

Article 460

The charterer must secure a place in the port for the loading of cargo.

In liner shipping, the shipowner shall secure a place in the port for the loading of cargo.

Article 461

The shipowner must bring the ship to the place of loading determined in line with the preceding paragraph by the charterer, if this can be done without any danger to the ship and if the cargo can be loaded in that place without any danger to the ship.

If the place of loading does not meet the conditions mentioned in the preceding paragraph, the shipowner must bring the ship as close to that place as possible, if this can be done without endangering the ship and if the cargo can be loaded in that place without any danger to the ship.

Article 462

The shipowner may accept cargo at an anchorage if so agreed or if this is customary for the local area, and shall have to accept cargo at an anchorage if ordered to do so by the Maritime Directorate of the Republic of Slovenia.

Article 463

If the charterer or any other person has the right under the contract to determine the port of loading and the shipmaster has received no such order within an agreed or suitable period, or if the accepted task cannot be fulfilled, he shall act in the best manner according to his judgement, taking into consideration the interests of the parties concerned.

Article 464

If, under the contract, the ship has to arrive at a specific port by a specific time, it shall be considered that it has arrived on time if it arrived at the port or its anchorage by that time.

Article 465

The shipmaster must notify the charterer in writing that the ship is ready for loading (letter of readiness).

The letter of readiness must be sent to the charterer's address during working hours.

If the shipmaster does not have the charterer's address or if the letter of readiness cannot be delivered to that address, the letter of readiness must be published in the public media and attached to the notice board of the Maritime Directorate of the Republic of Slovenia.

Article 466

Letters of readiness shall not be used in liner shipping.

In liner shipping, the cargo shall be loaded immediately upon the ship being ready for loading at the agreed place.

Article 467

The shipmaster may deliver a letter of readiness if the ship is ready for loading and in the location in the port mentioned in Articles 458, 459, 461 and 462 of this Article.

A letter of readiness may be delivered even if the ship has not been brought to the location mentioned in the preceding paragraph, if this could not be done for reasons for which the charterer is responsible.

Article 468

In maritime shipping, the cargo shall be taken over by the shipowner when loaded on the pulleys.

Article 469

The shipmaster must give instructions to the shipper who is loading cargo on the ship on stowage so as to prevent damage caused by the carriage of cargo on a ship.

When loading cargo, the shipper must follow the instructions from the shipmaster on the cargo plan on board the ship and take into account other circumstances relating to the safety of the ship, its facilities and equipment and other cargo on the ship, and the prevention of environmental pollution.

Article 470

The cargo may not be loaded on deck without a special written permit from the charterer, unless it is customary for this type of trade that cargo be loaded on deck.

Article 471

The quantity of cargo tendered for transport may be specified by number of items, by weight or by volume, or in any other manner customary for that cargo.

If in doubt, the quantity of cargo shall be specified according to the measure which is customary for the port of loading.

Article 472

Another cargo may be delivered for carriage instead of the agreed cargo, if this does not alter the conditions of carriage to the disadvantage of the shipowner, delay the ship or endanger the safety of the ship or of other cargo, and if the charterer supplies the shipowner, at his request, with security for the claims which may arise due to the cargo being replaced.

If the agreed cargo has already been loaded, the costs of its unloading and replacement with another cargo shall be covered by the charterer.

Article 473

The charterer and/or the shipper must issue the shipowner with instructions on the cargo handling if the cargo is not in regular trade and if the shipmaster has to undertake special measures when stacking or transporting it.

Article 474

If the cargo is hazardous, the charterer and/or the shipper must inform the shipowner, even when not requested by him, of the nature of the hazard and what must be done to ensure safety.

Article 475

The shipowner may not accept for carriage any cargo whose import, transit or export is prohibited, nor may he accept contraband for carriage.

The shipowner shall not be obliged to accept for carriage any cargo which, by its nature, is hazardous if, at the time the contract was concluded, it was not known that it was hazardous, or if it could not have been known.

The shipowner shall not be obliged to accept for carriage cargo whose condition and the condition of its packaging is dangerous to the crew, the ship, the environment and other cargo with which it comes or may come into contact during transportation.

Article 476

The charterer shall be liable to the shipowner for the damage inflicted on people, the ship, the cargo or the environment, and for any other damage and costs caused by faulty or inappropriate packaging and a deficient or incorrect description of the cargo.

Article 477

The charterer shall be liable to the shipowner for the damage inflicted on people, the ship, the cargo or the environment, and for any other damage and costs caused by the natural properties and condition of the cargo, if the shipowner was unaware of these properties or was not obliged to know about them.

Article 478

The provisions of Articles 460, 465 and 468 of this Act shall apply, unless different practices apply in the port of loading.

Loading time

Article 479

The shipowner must accept cargo for carriage during the working hours of the port.

The working hours of the port shall be prescribed in compliance with the law by the authorised person operating the port.

Article 480

Lay days shall start with the start of morning or afternoon working hours, if the letter of readiness has been delivered at least two hours prior to the end of the previous morning or afternoon working hours.

The duration of lay days shall be prescribed by the port regulations or in line with the practices of the port.

Lay days shall be specified in working days and parts of working days; an unbroken 24-hour period shall count as a working day.

Sundays, national holidays and other non-working days at the port, and those times when weather conditions or obstacles on the part of the ship prevent loading, shall not count as working days.

Article 481

Demurrage shall commence with the end of lay days. Demurrage may last for half the duration of the lay days.

Demurrage shall be counted in unbroken days and parts of days with no intervals.

The time when no work can be performed as a result of an obstacle on the part of the ship shall not count towards demurrage.

Article 482

The shipowner shall be entitled to a special payment for demurrage.

Demurrage payments shall be calculated on the basis of the demurrage payments by other similar ships in the same port at the same time and, if this is not possible, from the demurrage payments by other similar ships in the nearest port at the same time.

Demurrage payments shall be made in advance for a full day each day. If the loading ends before the end of the day which has been paid for in advance, the shipowner must return a proportionate part of the payment.

Article 483

If demurrage is not paid by its due date, the ship may leave immediately with the loaded part of the cargo.

In the cases mentioned in the preceding paragraph, the shipowner shall retain the right to payment of the full freight, demurrage and other claims to which he is entitled under the contract.

Article 484

The ship may depart immediately after the end of demurrage with that part of the cargo which has been loaded on the ship.

In the cases mentioned in the preceding paragraph, the shipowner shall retain the right to payment of the full freight, demurrage and other claims to which he is entitled under the contract.

Article 485

Until the end of lay days or possible demurrage, the shipowner may not refuse to load cargo which is ready on the port side of the ship, even though the loading and stacking of such cargo may delay the ship beyond the duration of lay days or demurrage.

In the cases mentioned in the preceding paragraph, the shipowner shall be entitled to a payment for delaying the ship beyond demurrage (exceptional demurrage).

The payment for exceptional demurrage shall be 50% higher than the demurrage payment.

The shipowner shall, in addition to the payment for exceptional demurrage, be entitled to compensation for the delaying of the ship if the damage is higher than the payment for exceptional demurrage.

Article 486

When a ship leaves with the loaded part of the cargo on board because demurrage was not paid by its due time (Article 483 of this Act) or because demurrage ended (Article 484 of this Act), the shipowner shall be entitled to withdraw from the contract and unload the cargo if the loaded part of the cargo on board is not sufficient security for his claims under the contract of carriage.

When unloading the cargo, the shipowner must act with the due care and attention of a good shipowner and take into account the circumstances of the case.

If the shipowner withdraws from the contract and unloads the cargo, he shall retain the right to full freight, demurrage and to reimbursement of the costs incurred through the unloading, if they are not included in the freight, and to other claims to which he is entitled under the contract.

Article 487

The provisions of this Act relating to lay days and demurrage shall not apply to liner shipping.

In liner shipping, the shipper must deliver the cargo at the speed the ship can accept it.

Article 488

A cargo liner shall not have to wait for loading beyond the time specified according to the sailing schedule, unless the obstacle to loading was on the part of the ship.

Article 489

The charterer must deliver to the shipmaster the customs documents and other documents required to load, transport and unload the cargo on time.

If the charterer has not delivered these documents by the commencement of lay days or demurrage, and in contracts of carriage by the time scheduled for departure, the shipmaster shall have the right to unload the cargo.

In the cases described in the preceding paragraph, the shipowner shall retain the right to full freight, demurrage and exceptional demurrage and/or to compensation for delaying the ship and to compensation for any other damage.

Article 490

The provisions of the first paragraph of Article 479 and of Articles 480, 481, 482, 485, 487 and 488 of this Act shall be applied unless other practices apply at the port of loading.

Transport documents

Article 491

After loading, the shipowner must issue the charterer, at his request, with a bill of lading.

Article 492

If the cargo has been delivered to the shipowner before loading, the charterer may request a bill of lading from the shipowner for the accepted cargo with "received for shipment bill of lading" clearly marked on it.

Instead of issuing a bill of lading, the shipowner who issued a received for shipment bill of lading may write "shipped " on it and state the date, thus certifying that the cargo has been loaded.

Article 493

If the shipowner issued a received for shipment bill of lading, the shipowner must return it when he receives the bill of lading.

Article 494

If the cargo which is to be carried is loaded onto several ships, if different types of goods are involved, or if the cargo is divided into several parts, the shipowner and the charterer may request a separate bill of lading for each ship used, for each type of goods or for each part of the cargo.

If the cargo is loaded in bulk, the charterer shall have the right to request a separate bill of lading for specific quantity of cargo.

Article 495

Any agreement between the parties which is contrary to the provisions of Article 491 of this Act and the first paragraph of Article 492 of this Act shall have no legal effect.

Article 496

A bill of lading may be straight, order or blank.

If an order bill of lading contains no name for the person under whose order the shipowner is to deliver the cargo, it shall be delivered under the order of the charterer.

Article 497

A straight bill of lading shall be transferred through assignment, an order bill of lading with an endorsement, and a blank bill of lading with a delivery.

The form and effect of an endorsement shall be regulated *mutatis mutandis* by the provisions on bills of exchange, except for the provisions on recourse.

Article 498

The shipowner must issue the charterer, at his request, with several originals of the bill of lading and mark on each of the originals the number of originals issued.

Article 499

Each of the parties may request several copies of the bill of lading for their own needs.

It shall be stated on each of the copies that it is a copy.

The charterer must, at the request of the shipowner, sign for a copy of the bill of lading.

Article 500

A bill of lading shall contain the following:

1. the title and registered office or the name and permanent residence of the shipowner issuing the bill of lading;

2. the name or other data on the identity of the ship;

3. the title and registered office or the name and permanent residence of the charterer;

4. the title and registered office or the name and permanent residence of the consignee, or an “order” or “to the bearer” note;

5. the port of destination, or when or where that port shall be determined;

6. quantity of cargo by number of items, weight, volume or any other unit of measurement, depending on the type of cargo;

7. the type of cargo and its markings;

8. the condition of the cargo or of the packaging by external appearance;

9. the provisions on the manner of payment of freight;

10. a statement on the number of originals of the bill of lading;

11. the place and date the cargo was loaded and the bill of lading issued.

The bill of lading may also contain other data and conditions of carriage.

Article 501

A received for shipment bill of lading must also contain the data mentioned in the preceding paragraph, except for data on the identity of the ship and the place and date of loading.

When the shipowner writes “shipped” on a received for shipment bill of lading, he must also enter data on the identity of the ship and on the place and date of loading.

Article 502

A bill of lading shall be signed by the shipowner or his authorised representative.

The signature may be handwritten, printed as a facsimile, punched through, stamped, or reproduced in any other mechanical or electronic fashion.

Article 503

A bill of lading shall be drawn up by the shipowner on the basis of written data supplied by the charterer.

Article 504

If the shipowner has justifiable grounds to doubt the veracity or completeness of the data provided by the charterer with regard to the type of cargo, the markings on it or the amount of cargo by number of items, weight, volume or other unit of measurement and no reasonable possibilities exist for examining whether the data is correct at the time of loading, or if the markings on the cargo are unclear or insufficiently durable, the shipowner may enter a clause on the bill of lading.

Article 505

A signature by the charterer on the bill of lading or on the copy of the bill of lading (Article 502 of this Act) shall not mean that the charterer agrees with the clauses entered in the bill of lading by the shipowner under the preceding Article of this Act.

Article 506

If the shipowner does not enter clauses on the bill of lading referred to in Article 504 of this Act, it shall be considered in the relation between him and other legal and honest holders of the bill of lading that the shipowner has accepted the cargo in the state described in the bill of lading.

If the shipowner enters clauses on the bill of lading under Article 504 of this Act it shall be presumed that the cargo was accepted as it was delivered to the consignee until proved otherwise by a legal holder of the bill of lading.

Article 507

The conditions written in the contract of carriage and the general conditions set by the shipowner shall only be binding for the entitled holder of the bill of lading who is not the charterer, if specific reference to the conditions is made on the bill of lading.

The verbal conditions of a contract of carriage not recorded on the bill of lading shall not be binding for the entitled holder of a bill of lading who is not the charterer, not even when the bill of lading specifically refers to him.

If the bill of lading makes only a general reference to the conditions in the contract of carriage and the general conditions of the shipowner, the holder of the bill of lading mentioned in the preceding paragraph of this Article shall not be bound by those provisions of the contract of carriage and the general conditions of the shipowner which are stricter than the customary conditions for the type of carriage.

Voyage

Article 508

If the duration of a voyage is not specified by the contract, the shipowner shall be obliged to complete the voyage within a reasonable period.

Article 509

If the route is not specified by the contract, the shipowner shall conduct the voyage along the customary route.

Article 510

If a ship is unable, for whatever reason, to start a voyage or continue a voyage which has already been started, and if the obstacle may last for some time or its duration is unknown, the shipmaster must request instructions from the charterer or a person entitled to deal with the cargo.

If the shipmaster is unable to act in accordance with the preceding paragraph or to fulfil the instructions received, he shall be obliged, depending on the circumstances, to unload the cargo, to return with it to the port of departure or to take alternative action and, in so doing, to take into consideration the interests of the shipowner and the beneficiary of transport.

If, in the cases mentioned in the first and second paragraphs of this Article, the contract of carriage expires by law or due to withdrawal, the provisions of this Act regulating relations between contractual parties in the event of the termination of contracts shall apply *mutatis mutandis* to the rights and obligations of contractual parties created as a result of actions by the shipmaster.

If the contract has not expired or if the charterer's instructions could not be fulfilled, the damage arising as a result shall be incurred by the party who is responsible for the obstacle or on whose part the reasons for the obstacle exist. If the reasons for the obstacle were the fault of both parties, each party shall bear responsibility for its own damage.

If both parties are responsible for the obstacle, they shall share the damage in proportion to their responsibility.

Article 511

The charterer or legal holder of the bill of lading may, immediately after the start of the voyage, withdraw from the contract under the conditions cited in the third paragraph of Article 449 of this Act and in Articles 451 and 452 of this Act.

Article 512

The shipowner who does not fulfil the order which he received from the beneficiary of carriage and which he should have fulfilled under the provisions of this Act shall be liable to the beneficiary for the damage incurred.

The shipowner shall reimburse the consignee who is the legal holder of the bill of lading if he fills out a charterer's order, even though not all of the originals of the bill of lading have been returned to him.

The amount of the damages referred to in the first and second paragraphs of this Act may not exceed the amount that would have to be paid by the shipowner if he were liable for the loss of the entire cargo.

Article 513

The shipowner's obligation to compensate for the damages under the provisions of the second paragraph of the preceding Article shall not adversely affect his entitlement to recourse in relation to the beneficiary of carriage.

Delivery of the cargo to the consignee

Article 514

The shipowner shall deliver the cargo to the consignee in the port of destination.

Article 515

The provisions of Articles 459 to 463 of this Act and Articles 465 to 468 of this Act shall apply to the port of destination and the delivery of cargo to the consignee.

Article 516

The shipowner must deliver the cargo to the authorised holder of the bill of lading or to a person authorised under the contract of carriage.

Article 517

If no transportation document has been issued for the transported cargo, the consignee may request that the shipowner deliver the cargo to him when the ship arrives at the port of destination, on the condition that he has fulfilled his obligations arising from the contract.

The shipowner must act on the requests of the consignee referred to in the preceding paragraph, unless something else arises from the charterer’s order on the free use of the cargo which the shipowner must complete.

Article 518

The authorised holder of the bill of lading may, immediately upon the arrival of the cargo at the port, request that the shipowner hand over the cargo to him, provided he has fulfilled all the obligations arising from the bill of lading.

The authorised holder of the bill of lading must, upon acceptance of the cargo, return the bill of lading to the shipowner.

If the cargo has been delivered in the port of destination to the person who submitted one original from a set of bills of lading, other originals shall no longer be binding on the shipowner.

Article 519

If no transportation document has been issued for the transported cargo, the consignee may request that the shipowner hand over the cargo to him before the ship arrives at the port of destination, if authorised to do so by the charterer under contract with the shipowner.

The legal holder of the bill of lading shall, under the conditions mentioned in the third paragraph of Article 449 of this Act and Articles 451 and 452 of this Act, have the right to request that the cargo be handed over before the ship arrives at the port of destination.

Article 520

The shipowner may request that the person to whom he handed over the cargo issue a receipt for the received cargo.

Article 521

If cargo listed in one transportation document is to be delivered in sections, the shipowner may request that the reception of part of the cargo be confirmed on the document itself or with a separate receipt.

Article 522

If no bill of lading has been issued for the transported cargo , the charterer may order the shipowner to deliver the cargo in the port to a person other than the person named in the contract.

The charterer shall lose the right mentioned in the preceding paragraph when the consignee, under the provisions of this Act, acquires the right to request, and also requests, delivery of the cargo from the shipowner.

Article 523

The provisions of Articles 479 to 482 of this Act and Article 490 of this Act shall also apply to the time of unloading.

Article 524

If unloading has not been completed by the end of demurrage, or if demurrage has not been paid by its due date, the shipmaster may, in order to secure payment of demurrage and of other claims arising from the contract of carriage and at the expense and risk of the consignee or other person who is entitled to free use of the cargo, unload the cargo and store it himself, or store it in a public warehouse or with another suitable entity.

Article 525

The shipowner shall, in the cases mentioned in the preceding paragraph, have the right to a payment for the delaying of the ship beyond demurrage; this shall be determined in accordance with the third and fourth paragraphs of Article 485 of this Act.

Article 526

If the consignee makes no objections in writing in respect of damaged or missing cargo immediately upon acceptance of the cargo, it shall be presumed that the cargo was delivered in the same state as described in the bill of lading; if no transportation document has been issued, it shall be presumed that the cargo was delivered in the same state as it was accepted for carriage, until proven otherwise by the consignee.

If damaged or missing cargo is not readily apparent, the consignee may submit a written objection as mentioned in the preceding paragraph within three days of accepting the cargo.

The objection mentioned in the first and second paragraphs of this Article must be sufficiently specific.

If the consignee submits a written objection within the period stipulated in the first and second paragraphs of this Article, it shall be presumed that the statements in the objection are true, until proved otherwise by the shipowner.

If the shipowner and the consignee, during unloading and delivery, together establish in writing the damage or that some of the cargo is missing, an objection shall not be required.

Any agreement between the parties which is in contravention of the provisions of the first to fifth paragraphs of this Article, concluded to the disadvantage of the beneficiary of carriage, shall have no legal effect.

The shipowner and the consignee must, as far as possible, facilitate the other party’s establishing the condition and quantity of the cargo at the time of its acceptance.

Article 527

The customary ullage during transportation must be taken into account when establishing the amount of a shortfall.

When the cargo is lost, the ullage shall not be taken into account.

The ullage mentioned in the first paragraph of this Article shall be calculated in accordance with the practices which apply at the port of unloading.

Article 528

Damage created by a delay in the delivery of cargo, which is not a shortfall or damage to cargo, must be proved by the consignee.

Article 529

If the consignee does not turn up, cannot be found, or refuses or is unable to accept the cargo, or if several legal holders of the bill of lading turn up prior to the delivery of cargo, the shipowner must request instructions from the shipper and/or charterer.

Article 530

If the shipowner requests instructions from the shipper and/or the charterer in accordance with the preceding paragraph and does not receive instructions on time or is unable to carry them out, he may act in accordance with Article 524 of this Act and inform all those beneficiaries of carriage of whom he is aware of his actions.

If the carriage is conducted on the basis of a contract of carriage, the shipowner must immediately notify all beneficiaries of carriage of whom he is aware of any obstacles in connection with the delivery of the cargo. He shall not have to wait for instructions and may immediately take action under Article 524 of this Act.

Article 531

If the shipowner stores the cargo in a public warehouse or with any other entity, he shall only be liable for the choice.

Article 532

If cargo which was stored by the shipowner himself or was given to someone else to be stored under Articles 524 and 530 of this Act is not accepted within 30 days of the day it was stored at the port of destination, and if the freight and other claims arising from the contract of carriage have not been paid, the shipowner may sell the cargo or a part thereof, if this is required in order to cover these claims.

The shipowner may also sell the cargo before the end of the period from the preceding paragraph if he would not otherwise be able to obtain a sufficient amount to cover his claims and the costs of storage by selling the cargo, or if the cargo consists of spoiled or perishable goods.

The cargo shall be sold at an auction, with the exception of perishable goods, spoiled goods and goods with a stock market value.

The shipowner must act with due care and attention when selling perishable or spoiled goods.

Article 533

The shipowner must deposit the amount accrued by selling the cargo in line with the preceding paragraph, after deducting the amount required to settle his claims arising from the carriage of cargo and the costs of storing and selling the cargo, with the court with jurisdiction over the location of the auction, for the benefit of the person who is entitled to free use of the cargo; he must, without delay, inform all beneficiaries of carriage of whom he is aware.

Article 534

In contracts of carriage, the shipowner, who through the fault of the beneficiary of carriage is unable to unload cargo at the port of destination by the time scheduled in the navigation timetable as the time of departure of the ship from that port, may unload this cargo in another nearby port; he shall retain the right to an increased fare for freight and to a reimbursement of the damage created as a result.

If the beneficiary of carriage is not guilty of the obstruction to unloading at the port of destination, the shipowner must cover the costs of delivery to that port; if the obstacle to unloading is his own fault, he shall also reimburse for the damage caused by delay.

Shipowner's liability for damage to goods and for delay

Article 535

A shipowner shall be liable for any damaged, missing or lost cargo accepted for transport from the time of acceptance to the time of delivery, as well as for any damage created as a result of a delayed cargo delivery.

Article 536

A cargo delivery shall be considered to be delayed if it is not delivered to the consignee within the agreed time or, when no such time has been agreed upon, within a reasonable period.

Article 537

A shipowner shall not be liable for any damaged, missing or lost cargo or for a delayed cargo delivery if he proves that, despite the due care and attention of a good shipowner, he could not have prevented the reasons for the damaged, missing or lost cargo or delayed cargo delivery.

Article 538

A shipowner shall be liable for the actions and omissions of the shipmaster, other crew members and other persons on board who work for the shipowner as part of their duties, as if they were his own actions and omissions.

The shipowner shall not be liable for damaged, missing or lost cargo or a delayed cargo delivery if these were consequences of the actions or omissions of persons mentioned in the preceding paragraph conducted during the navigation and handling of the ship.

Article 539

A shipowner shall be liable for the damage to cargo caused by fire only if it is proved that he personally caused the fire through his own actions or omissions.

Article 540

The shipowner shall not be liable for damage to cargo if it is proved that it was caused by the following:

1. hidden faults of the ship or through the ship not being seaworthy, but only if the conditions mentioned in Article 453 of this Act are met;

2. *force majeure*, accident at sea, military events, international crime at sea, unrest or mutiny;

3. health restrictions or other measures and actions taken by State authorities;

4. actions or omissions by beneficiaries of carriage or by persons working for them;

5. work stoppages or strikes, mass exclusions of staff from work, or any other full or partial obstacles to work;

6. rescue or salvage and attempted rescue or salvage of people and property at sea;

7. changes of course in cases mentioned in the preceding point or for other justified reasons;

8. loss of weight or volume of the cargo that is natural or due to damage, or loss as a result of a mistake involving the cargo, hidden faults or the special nature of the cargo;

9. unsuitable packaging, or unclear or insufficiently durable markings on the cargo.

Despite the evidence described in the preceding paragraph, the shipowner shall be liable for the damage if the beneficiary of carriage proves that the shipowner, or the person for whose actions and omissions the shipowner is responsible and which are not connected with the navigation and handling of the ship, was guilty of the damage caused.

Article 541

When this is not in contravention of regulations, the shipmaster may unload hazardous cargo at any time and in any place, render it non-hazardous or may dispose of it if the shipowner was not informed of the danger before loading.

In the cases mentioned in the preceding paragraph, the shipowner shall retain the right to the full freight payment and shall not be liable for the damage.

Article 542

If the shipowner accepted dangerous cargo for transportation and knew of the hazard, he may unload it or render it non-hazardous if the safety of the ship, people or other cargo on board, as well of the environment, is endangered.

When the shipowner in line with the preceding paragraph unloads the cargo before the arrival at the place of destination, he shall be entitled to the freight payment for the distance travelled; responsibility for other damage caused by the loading of dangerous cargo and the shipowner's actions shall be borne by each party on its own behalf.

Article 543

The ship shall not be liable for damage caused by damaged, missing or lost cargo or for a delayed cargo delivery, if the shipper knowingly stated the wrong type or value of the cargo.

Article 544

The charterer shall be liable to the shipowner for the damage caused to him by the charterer or shipper who stated untrue or incorrect data on the quantity, type and markings of the cargo.

Article 545

The charterer shall be liable to the shipowner for the damage caused to him by the loading or carriage of goods whose import, export or transit is prohibited or which is contraband, if the shipowner was unaware of these properties at the time of loading, or could not have known about them.

Article 546

A person who loads anything without the knowledge of the shipowner shall be liable to the shipowner for the damage thus created.

Article 547

The shipowner may, at his own discretion, at any time and in any place unload or dispose of cargo which was loaded without his knowledge or which is incorrectly or incompletely listed if people, the ship, the cargo on the ship or the environment are endangered.

The shipowner shall, in the cases described in the preceding paragraph, retain the right to full freight payment and compensation, and shall not be liable for damage created by his actions.

Article 548

Cargo whose import, export or transit is prohibited may be returned by the shipmaster to the port of loading or unloaded at any place and, if urgently required, disposed of as well.

If the shipowner, in the cases mentioned in the preceding paragraph, did not know or could not have known of the properties of the cargo, he shall retain the right to full freight payment and shall not be responsible for the damage created by such actions.

If the shipowner knew or should have known of the properties of the cargo mentioned in the first paragraph of this Article, he shall retain the right to the freight payment for the distance travelled, while other damages shall be borne by each party separately.

Article 549

If a ban is placed on the import, export or transit of certain goods during the time they are being transported on a ship, the provisions of the first paragraph of the preceding Article shall apply to shipmasters handling such goods.

The shipowner shall, in cases described in the preceding paragraph, retain the right to full freight and compensation and shall not be liable for the damage created by such actions.

Article 550

The shipowner shall not be liable for damaged, missing or lost cargo or for a delayed cargo delivery in excess of SDR 666.67 per unit of damaged, missing, lost or delayed cargo, or SDR 2 per kilogram of gross weight of damaged, missing, lost or delayed cargo, whereby the highest amount shall be used.

A cargo unit as referred to in the preceding paragraph shall mean a package or an item, and with bulk cargo it shall mean a metric tonne or cubic metre or other unit of measurement, depending on which unit of measurement was used in the agreement to determine the freight. If the freight was not agreed upon on the basis of a unit of measurement, the unit of measurement for bulk cargo shall be that unit of measurement which is ordinarily used at the place of loading to determine the freight.

If cargo is shipped in containers or on pallets or similar articles of transport, a cargo unit shall have the meaning specified in the first paragraph of this Article:

1. package or a cargo unit listed in the bill of lading - if the bill of lading lists an ordinary package or a cargo unit in a container or on a pallet or similar article of transport;

2. a container, pallet or other similar article of transport of cargo - if the bill of lading does not list a package or cargo unit .

Article 551

The shipper may, in agreement with the shipowner, increase the level of the shipowner’s liability in accordance with the preceding Article by stipulating the increased value of goods per unit of cargo.

If a transportation document has been issued, an agreement on increasing the shipowner’s liability not stated in that document shall have no legal effect benefiting a consignee who is not the shipper.

Article 552

It shall be presumed that the value of the cargo corresponds to the amount agreed upon by the parties under the preceding Article, until proved otherwise by the shipowner.

Article 553

The shipowner may not refer to the provisions of this Act relating to the limitation of liability (Articles 550 and 551 of this Act) if it is proved that he himself caused the damage either intentionally or through gross negligence.

Article 554

The shipowner shall be liable for the value of a lost item or a part thereof, and for the fall in the value of a damaged item.

The shipowner shall, with items delivered late, also be liable for the damage created because of the delay.

Notwithstanding the provisions of the first and second paragraphs of this Article, a shipowner who, under Article 553 of this Act may not limit his liability, shall be liable for any damage created because of lost, missing, damaged or delayed goods.

Article 555

The amount of damages for lost goods shall be determined on the basis of the trade value for the same amount of other goods with the same properties at the port of destination as of the day they arrived at this port or as of the day they should have arrived.

If the amount of damages for lost goods cannot be determined under the preceding paragraph, the trade value of the goods at the port of loading at the time of the ship's departure shall be determined and the costs of transportation added.

The amount of damages for damaged goods shall equal the difference between the trade value of the goods in good condition and its trade value in damaged condition.

The amount of damages for lost or damaged goods which cannot be determined under the first or second paragraphs of this Article shall be determined by the court.

The costs which were saved because the cargo did not arrive at the place of destination or because they arrived damaged shall be deducted from the amount which must be paid by the shipowner in compensation for damaged, missing or lost cargo.

Article 556

The provisions of Articles 550, 554 and 555 of this Act shall also apply when the shipmaster, a crew member or any other person who works for the shipmaster under general regulations is liable for the damage created by missing, damaged or lost goods, if it is proved that they were created during work, in connection with work, while performing a service, or in connection with service.

The persons mentioned in the preceding paragraph may not refer to limitation of liability if they caused the damage intentionally or through gross negligence.

Article 557

The total compensation amount paid by the shipowner and persons mentioned in the first paragraph of the preceding Article may not exceed the amount specified in Article 550 of this Act.

The provisions of the preceding paragraph shall not interfere with the provisions of the second paragraph of the preceding Article of this Act.

Article 558

The persons mentioned in the first paragraph of Article 556 of this Act shall be liable up to the amount specified in Article 550 of this Act, even if the shipowner raises the limit of liability in line with Article 551 of this Act.

Article 559

The provisions of this Act relating to the shipowner's liability may not be altered with a contract to the detriment of the beneficiary of carriage.

Notwithstanding the preceding paragraph, the provisions of this Act relating to the shipowner's liability may be altered with a contract to the benefit of the shipowner:

1. if damaged, missing or lost cargo arose prior to the start of loading or after unloading;
2. in the event of damage caused by delay;
3. in the transport of live animals;
4. in the transport of cargo which, with a written permit from the shipper, is stored on the main deck.

Article 560

Any contractual provisions contrary to the preceding Article shall be void.

The nullity of one contractual provision as described in the preceding paragraph shall not affect the validity of other contractual provisions.

Article 561

The provisions of this Act relating to the shipowner's liability shall apply to all contractual and non-contractual claims made by any person on any grounds against the shipowner due to damaged, missing or lost cargo.

Article 562

The provisions of this Act relating to the shipowner's liability shall not interfere with the provisions of this Act relating to the general average.

Freight

Article 563

Freight shall be determined with a contract.

If the freight has not been determined with a contract, it shall be determined according to the average freight item which was used to determine contractually the freight for the type of cargo in question when loading the cargo at the port of loading.

Article 564

If more cargo is loaded than is specified in the contract, the freight shall increase proportionately.

If cargo other than that specified in the contract is loaded and for which the freight is higher than the agreed amount, the freight shall be paid for that cargo which was actually loaded.

If less cargo than specified or none is loaded, the freight for the entire agreed quantity of the cargo shall be paid.

If less cargo is loaded than is specified in the agreement and the freight for the cargo on board is higher than what has been agreed, the full agreed freight shall be paid along with the difference between the agreed and the higher freight for the cargo on board.

The provisions of the third paragraph of this Article shall not interfere with the provisions of Article 449 of this Act.

Article 565

If only a part of the cargo agreed under the charter party has been loaded, and the shipowner used the unoccupied part of the ship, the agreed upon freight shall be reduced correspondingly.

If the shipowner used the unoccupied part of the ship despite an explicit prohibition by the charterer, he shall be liable to the charterer for the damage.

Article 566

The freight specified under the voyage charter party voyage shall not change, regardless of the duration of the voyage, unless agreed per time unit.

If the voyage is extended at the request of the charterer or for the benefit of the beneficiary of carriage, the freight shall be increased correspondingly in order for the voyage to be continued beyond the agreed place of destination.

Article 567

If the freight is set with a voyage charter party by time unit, and the time it starts is not determined, it shall start on the day the letter of readiness for the ship is issued, namely from noon if the letter is issued in the morning, and from midnight if the letter is issued in the afternoon.

If the loading started at the order of the consignee before the time specified in the preceding paragraph, or if the ship departed without cargo, the time the freight starts shall be the start of the loading or the departure of the ship.

The time for which freight is to be paid shall expire with the unloading of the cargo and, if the ship arrived without cargo, when the ship anchors or moors in the port where the voyage ends. The last day of the voyage shall count as a full day.

Article 568

If the freight is determined under a voyage charter party on the basis of a time unit and during the voyage an obstacle to fulfilling the contract emerges on the part of the shipowner and without any guilt on the part of the charterer and/or the shipper, no freight shall be paid for the duration of the obstacle.

Article 569

The hire determined under a time charter party shall be paid by the charterer in equal monthly advance instalments; however, the shipowner shall be entitled to the hire only for the duration of the fulfilment of the contract.

For the duration of the obstacle to the use of the ship during the validity of a time charter party, the hire shall only be paid if the obstacle is on the part of the charterer or caused by the fulfilment of his orders.

The shipowner may withdraw from the contract even if the freight has not been paid by the due date.

Article 570

With a time charter the charterer must, in addition to paying the hire, at his own expense supply the ship with the fuel, lubricants and water required for the ship's engines and other ship's machinery, and shall pay port and other fees.

Article 571

The time period for paying the hire pursuant to a time charter party shall start in the same manner as for a voyage charter party, where the freight is determined on the basis of a time unit (Article 567 of this Act).

For the time the ship is on a voyage for the benefit of charterer after the expiry of a time charter party without any guilt on the part of the shipowner, double hire shall be paid.

Article 572

The reward received by a ship for salvage during a bareboat charter shall be divided equally between the shipowner and the charterer, after deducting the salvage costs and the share for the crew.

Article 573

For cargo that was loaded without a permit from the shipowner and for cargo which is incorrectly or incompletely listed, the freight shall be paid under the highest freight rates used to agree on the freight when loading the same type of cargo, for the same or approximately the same voyage, if the freight agreed in this manner is higher than the agreed amount.

Article 574

Freight shall be paid only for cargo that has been transported and tendered to the consignee at the port of destination.

In addition to the examples given in Articles 449, 450, 451, 483, 486, 541, 547, 548 and 549 of this Act, the freight shall be paid, notwithstanding the preceding paragraph, for cargo which was not transported and tendered to the consignee, if this was through the fault of the charterer, the shipper, the person entitled to handle the cargo, or any person for whom these persons are responsible, or if the reason for the cargo not arriving at the port of destination lies with the cargo and the shipowner is not responsible for this reason.

Notwithstanding the preceding paragraph, the shipowner shall be entitled to freight in proportion to the usefully travelled distance when he is not responsible for the suspension of the voyage for the cargo transported only part of the way in addition to the cases described in Articles 447, 542, 548, 575 of this Act.

Article 575

In the event of shipwrecks or other shipping accidents, or the seizing or detaining of the ship or cargo due to a military event, international crime at sea, unrest or mutiny, the shipowner shall be entitled to the freight for the remaining cargo in proportion to the usefully travelled distance.

Article 576

If the cargo is transported without any transportation document being issued, the consignee must pay the freight and other claims in connection with the transport before accepting the cargo, unless otherwise agreed between the charterer and the shipowner.

Article 577

If the consignee accepts cargo on the basis of a bill of lading, he shall only have to pay for the claims listed in the bill of lading, or for those created after its issuing.

Article 578

If the consignee fails to fulfil his obligations under Articles 576 and 577 of this Act, the shipowner shall have the right to retain and sell the cargo under the provisions of Articles 531 to 533 of this Act.

The shipowner shall retain the right described in the preceding paragraph even when he delivers the cargo to a person who was not the consignee.

Article 579

The shipowner who delivered the cargo to the consignee may not demand from the charterer the amount he has not recovered from the consignee under the preceding Article.

If the shipowner, by selling the cargo, succeeds only partially in repaying his claims, he shall, in line with the conditions of the preceding paragraph, have the right to demand from the charterer that the outstanding amount be settled.

The first paragraph of this Article shall not apply if the shipowner can prove that, despite due care and attention, he could not have acted in accordance with the preceding Article.

Maritime lien on cargo on board a ship

Article 580

Maritime lien on cargo on board a ship shall be used to secure the following:

1. court costs, in the joint interest of all creditors in procedures of executing or securing and the protection and sale of this cargo, and the costs of their protection and supervision from the time of the arrival of the ship at the last port;

2. salvage rewards and contributions from general averages encumbering this cargo;

3. claims arising from the contract of carriage, together with the costs of storing the cargo that was loaded.

A maritime lien on the principal shall include the interest.

Article 581

Maritime lien shall not expire with a change in the ownership of the cargo, unless otherwise stipulated by this Act.

Article 582

The order of precedence of claims secured by the lien on cargo which was placed on board shall be determined by applying the order of precedence referred to in the first paragraph of Article 580 of this Act.

If the claims under points 1 and 3 of the first paragraph of Article 580 of this Act cannot be settled in full, they shall be settled in proportion to their amounts.

If the claims under point 2 of the first paragraph of Article 580 of this Act cannot be settled in full, a more recent claim shall have precedence over an older claim.

It shall be considered that claims associated with the same event have arisen concurrently.

Article 583

In executing the right to retain cargo mentioned in Article 578 of this Act, the shipowner shall not interfere with the order of precedence of claims secured by maritime lien.

Article 584

A claim secured by a maritime lien shall not expire with the termination of the maritime lien.

A maritime lien on cargo which was placed on board shall be transferred with the assigning of the claim secured by this lien.

Article 585

Maritime lien on cargo which was placed on board shall expire as follows:

1. with the expiry of the claim secured by the maritime lien;

2. with the sale of cargo in an execution or bankruptcy procedure;

3. if the creditor, within 15 days of unloading, does not request a temporary order from the court of jurisdiction;

4. if the unloaded cargo, even before the end of the period mentioned in point 3 of this Article, has legally passed into the hands of others who are not its owners on behalf of a debtor;

5. if the cargo is claimed as sea booty or spoils of war at sea.

b) Carriage of passengers and luggage

Article 586

For the application of the provisions of this Act on the carriage of passengers and their luggage, the individual terms used shall have the following meanings:

1. a shipowner shall be a person who enters into a contract of carriage or on whose behalf such a contract is concluded, whether he conducts transport himself or via an actual shipowner;

2. an actual shipowner shall be a person other than the shipowner who is either the owner or charterer of the ship or a person who uses the ship and who actually carries out the transport or only a part thereof;

3. a passenger shall be a person who travels by ship on the basis of a contract of carriage, or who accompanies a vehicle or live animals;

4. luggage shall be any item, including a vehicle, transported on the basis of the contract of carriage, except for the following:

(a) goods and vehicles transported on the basis of a bareboat charter, a bill of lading or a contract that applies mainly to the carriage of goods;

(b) live animals.

5. hand luggage shall mean the luggage which the passenger keeps in his cabin or looks after and supervises, including luggage in or on a vehicle;

6. damage caused by delay shall be the material damage which was created because the luggage was not delivered to the passenger within a reasonable period, calculated from the day of the arrival of the ship which carried or should have carried the luggage, and shall not include any delays caused by work stoppages, strikes or similar events.

Article 587

With the contract on the carriage for passengers, the shipowner shall promise the client to transport one or several passengers, and the client shall promise to pay the fare.

Article 588

The fare shall be determined with a contract.

Article 589

The shipowner must issue a passenger with a ticket at his request.

A ticket may be assigned to a specific person (whose name is shown) or may simply be valid for the bearer (blank).

Article 590

It shall be presumed that the content of the ticket corresponds to the concluded contract, until proven otherwise.

The fact that a passenger is without a ticket, or that the ticket is incorrect or has been lost, shall not affect the existence, validity and content of the contract of carriage.

Article 591

Objections to the content of a blank ticket may be made only at the time of its issuing.

Article 592

A ticket assigned to a specific person may not be transferred to another person without the permission of the shipowner.

A blank ticket may not be transferred to another person without permission from the shipowner once the passenger has started the voyage.

Article 593

A passenger who boards a ship without the ticket that should have been purchased prior to boarding must immediately report to the shipmaster or to an authorised crew member.

A passenger without a ticket as described in the preceding paragraph may justifiably be put ashore by the shipmaster.

A passenger without a ticket shall pay the full fare from the port of embarkation to the port of disembarkation; passengers who fail to report to the shipmaster or the authorised crew member promptly shall pay a double fare for the distance travelled.

When the port where the passenger boarded the ship cannot be established, the passenger shall be deemed to have boarded at the ship’s port of departure.

Article 594

If the ship does not embark on an international voyage within three hours of the time specified in the contract or navigational timetable, the passenger may withdraw from the contract.

In the case described in the preceding paragraph, the passenger shall be entitled to reimbursement of the fare.

If the start of the voyage on a ship is delayed intentionally or through the gross negligence of the shipowner or the persons working for him, the shipowner shall reimburse the passenger for the damage.

Article 595

The fare shall not be reimbursed when the passenger does not board the ship by the time of its departure or when he abandons further travel during the voyage.

Article 596

The shipowner must reimburse the fare of a passenger whose name is on the ticket if the passenger decides at least six hours before the start of a voyage not to undertake an international voyage.

If the passenger decides not to undertake a voyage in line with the preceding paragraph, the shipowner shall have the right to retain a maximum of 10% of the fare.

Article 597

If the ticket is blank, the shipowner must reimburse the fare of a passenger who decides not to undertake the voyage at least 2 hours before the start of the voyage, unless the ticket states otherwise.

If the passenger decides not to undertake a voyage in line with the preceding paragraph, the shipowner shall have the right to retain a maximum of 10% of the fare.

Article 598

If the voyage is suspended once it has started for reasons which are not attributable to the passenger, and the suspension lasts for more than 24 hours, the passenger shall have the following rights:

1. to request that the shipowner transport him and his luggage to the destination using his own or other suitable means of transport;

2. to request that the shipowner transport him and his luggage within a reasonable time period to the port of departure and reimburse the fare;

3. to withdraw from the contract and request that the shipowner reimburse the fare.

If the voyage was suspended intentionally or through the gross negligence of the shipowner or of the persons working for him, the shipowner must reimburse the passenger for the damage.

Article 599

A passenger who requests to be reimbursed for the fare or for the damage must, within eight days of the end of the voyage, request in writing that the shipowner reimburse him for the fare or for the damage, or file a suit with a court within that period.

The passenger must, within 24 hours of the end of the period specified in the first paragraph of the preceding Article, send the shipowner a written request to be returned to the place of departure or to continue the voyage.

A passenger who does not act under the first or second paragraphs of this Article shall lose the right to request that the shipowner reimburse him for the damage or fare, to continue the voyage, or to be returned to the port of departure.

Article 600

The provisions of this Act relating to the shipowner's liability for the death of or physical injury to a passenger shall also apply even when transport is free of charge.

Article 601

The shipowner shall be liable for the damage caused by the death of or physical injury to a passenger, for damaged, missing and lost luggage if the event which caused the damage occurred during the transport, and for delays in the delivery of luggage to the passenger if guilt for the damage or delay may be assigned to the shipowner and the persons who work for him.

A person who requests reimbursement under the preceding paragraph must prove that the event which caused the damage occurred during transport, as well as the amount of damage.

Article 602

The shipowner shall be liable for the damage mentioned in the preceding Article caused by the persons who work for him while performing their duties.

Article 603

Until proven otherwise, it shall be presumed that the shipowner is liable for the death of or physical injury to a passenger, or for damaged, missing or lost hand luggage or any delay in its delivery, which was created directly or indirectly by a shipwreck, collision, running aground, explosion, fire or faults on the ship.

Until proven otherwise, it shall be assumed that the shipowner is liable for damages arising from damaged, missing or lost luggage and any delay in its delivery, regardless of the nature of the event that caused this damage.

Article 604

The shipowner shall be liable to the passenger under the second paragraph of the preceding Article for damaged, missing or lost valuables or a delay in their delivery only when they were accepted for storage.

The shipowner must issue the passenger a receipt for the items mentioned in the preceding paragraph which he has accepted for storage.

Article 605

The shipowner must, at the request of the passenger, issue a luggage receipt for any luggage he has accepted for storage.

A luggage receipt must state the type and number of items of luggage.

It shall be presumed that the data on the luggage receipt is true, until proven otherwise.

Article 606

If, at the end of the voyage, the luggage is not collected or removed from the ship, the shipowner must store it himself or in a suitable storeroom, at the expense of the passenger and at the latter’s risk.

Article 607

If the shipowner proves that the death of or physical injury to a passenger or damaged, missing or lost luggage or a delay in its delivery were the responsibility in full or in part of a passenger or actions on his part which cannot be considered to be normal, the court shall exclude or mitigate the shipowner’s liability.

Article 608

The shipowner's liability for the death of or physical injury to a passenger shall be limited in all cases to SDR 46 666 per passenger per voyage.

If compensation is awarded in the form of an annuity, the capitalised annuity amount may not exceed the amount mentioned in the preceding paragraph.

The amount given in the first paragraph of this Article shall be used to pay all those creditors whose claims originate in the same event that caused the death of or physical injury to a passenger.

Article 609

The shipowner's liability for damaged, missing or lost luggage or a delay in its delivery shall be limited in all cases as follows:

1. for hand luggage - up to SDR 833 per passenger per voyage;

2. for vehicles, including the luggage transported in or on the vehicle - up to SDR 3 333 per vehicle per voyage;

3. for other luggage, except for the luggage stipulated in points 1 and 2 of this paragraph - up to SDR 1 200 per passenger per voyage.

The provision of point 3 of the preceding paragraph shall also apply to the shipowner's liability and to compensation for valuables.

Article 610

The shipowner and the passenger may agree that the shipowner shall be liable under the preceding paragraph only with a compensation amount in excess of SDR 117 for damage to vehicles and SDR 13 per passenger in cases of damage to other luggage, caused by damaged, missing or lost luggage or a delay in its delivery.

The provisions of this Article shall not apply to valuables.

Article 611

The shipowner shall lose the right to the limitation of liability mentioned the preceding Articles if he caused the damage intentionally or through gross negligence.

Article 612

The shipowner and the passenger may agree in writing to a liability limit higher than the amounts set in the preceding Articles.

Article 613

The interest and the costs of the procedure, awarded in an action for damages over the death of or physical injury to a passenger, or over damaged, missing or lost luggage or a delay in its delivery, shall be paid in full, in addition to the amount which must be paid by the shipowner under the provisions of the preceding Articles.

Article 614

If a suit has been filed against persons who work for the shipowner or the actual shipowner because of the damage envisaged in the provisions of this Act relating to the carriage of passengers and luggage, these persons may, if they acted within the duties they perform on the ship, assert the exclusion or limitation of liability that the shipowner may refer to under the provisions of this Act.

Persons mentioned in the preceding paragraph who work for the shipowner or the actual shipowner may not refer to the limitation of liability described in the preceding paragraph if they caused the damage intentionally or through gross negligence.

The liability limits that the shipowner and the passenger agree on under Article 612 of this Act shall not apply to the persons listed in the first paragraph of this Article.

Article 615

Carriage of a passenger and hand luggage shall cover the time the passenger is on board the ship, embarkation and disembarkation, and the time of transferral from the shore to the ship and vice versa by water, if the cost of the side voyage is included in the price of the ticket or if the shipowner provides the use of a ship for transfer. The carriage of a passenger shall not include the time spent by the passenger in the port facilities on shore.

In addition to the time mentioned in the preceding paragraph, the carriage of hand luggage shall include the time from the moment the shipowner accepted it on shore or on board ship for storage to the moment it was delivered back to the passenger.

Article 616

When grounds exist for the liability limits mentioned in the preceding Articles, these limits shall apply to the entire compensation amount which may be achieved with all contractual and non-contractual suits arising from liability for the death of or physical injury to a passenger, or for damaged, missing or lost luggage or a delay in its delivery.

With carriage conducted by an actual shipowner, the total compensation amount which may be enforced against the shipowner or the actual shipowner and the persons who work for him and who were performing their working duties, may not exceed the highest compensation amount that may be demanded either from the shipowner or the actual shipowner, whereby none of them shall be liable beyond the limit which may be applied with respect to him.

In all cases where persons who work for the shipowner or for the actual shipowner under Article 614 of this Act may refer to the limitation of liability from the preceding Articles, the total amount which may be received from the shipowner or the actual shipowner and the persons who work for him may in no way exceed this limit.

Article 617

A passenger must submit a written objection to the shipowner or his authorised agent:

1) if there is visible damage to the luggage;

(a) in the case of hand luggage - before or during disembarkation;

(b) in the case of any other luggage - before or at the time of delivery;

2) if the damage to the luggage is not apparent or if the luggage was lost - 15 days from disembarkation or delivery, or from the day the luggage should have been delivered.

If the passenger does not act in accordance with the preceding paragraph, it shall be considered that the luggage was received in perfect condition, until proven otherwise.

A written objection shall not be required if the state of the luggage was established in the presence of both parties at the time of delivery.

Article 618

A passenger may make a statement that, in his opinion, the luggage has been lost, if it is not delivered within 30 days of the end of the voyage.

When making the statement mentioned in the preceding paragraph, the passenger shall have the right to request that the shipowner inform him if the luggage is found within one year of payment of compensation for lost luggage.

The passenger may, within 30 days of being notified of found luggage, request that the luggage be delivered to a place determined by him, against payment of transportation costs.

The passenger who accepts found luggage must return to the shipowner the amount that was paid in compensation for the lost luggage, after deducting reimbursement for the freight, and shall keep the right to compensation for delayed delivery.

If the passenger did not assert the claim under the second and third paragraphs of this Article, the shipowner shall have the right to the free use of the luggage.

Article 619

Any provisions of a contract concluded prior to the occurrence of an event that caused the death of or physical injury to a passenger, or caused luggage to be damaged, go missing, become lost or be delayed, whose purpose is to free the shipowner of liability towards the passenger or the setting of a lower liability limit than the amount set in this Act, except for the limitations mentioned in Article 610 of this Act, or whose intention is to place the burden of proof, which is normally on the shipowner, onto someone else, shall be void.

The nullity of the individual contractual provision mentioned in the preceding paragraph shall not affect the validity of other contractual provisions.

Article 620

The provisions of Articles 601, 602, 603, 604 and 607 of this Act shall apply to all contractual and non-contractual claims against the shipowner for whatever reason, for damage caused by the death of or physical injury to a passenger, and for damaged, missing or lost luggage or a delay in its delivery.

Article 621

The shipowner shall have the right to retain and sell the luggage tendered for transport and the valuables accepted for storage to repay his claims arising from transporting the passenger and luggage and storing valuables.

c) Towage and pushing

Article 622

With a contract of towage, the shipowner of a towing or pushing vessel shall undertake to tow or push another vessel to a specific location, or over a specific time, or to perform a specific task; the shipowner of the vessel towed or pushed shall undertake to pay a towage fee for the service.

The towage fee shall be determined by a contract.

The provisions of Articles 625 to 628 of this Act shall also apply to pushing.

Article 623

Towage or pushing shall be conducted under the command of the master of the towed or pushed vessel, unless explicitly otherwise stipulated in the contract.

Article 624

Under this Act:

1. towage shall start when the towage vessel under the orders of the master of the towed vessel is in such a position that it may conduct towage or, if under the orders of the master of the towed ship, when the towage vessel accepts or delivers the towing rope or when it begins to push the towed ship or engages in any other manoeuvre required for towage, depending on which occurred sooner;

2. towage shall end when the order of the master of the towed ship to untie the tow rope or pushing or any other manoeuvre required to tow is completed, depending on which occurred last.

Article 625

If a towage vessel tows an unmanned vessel, the shipowner of the towage vessel must ensure, by applying the customary measures, that the towed vessel remains in the same state of seaworthiness as at the time it was received for towage.

The shipowner of the towage vessel must ensure that the cargo on board a towed unmanned vessel is preserved only if he explicitly assumed such an obligation.

The shipowner of the towage vessel may arrange for the cargo of the towed vessel to be transported by his or another vessel. If in doubt, it shall be presumed that a contract of towage has been concluded.

The shipowner of a towage vessel which, under the second and third paragraphs, is in charge of the cargo, shall be liable for the damage to the cargo under the provisions of this Act relating to the shipowner's liability for the carriage of goods.

Article 626

The reimbursement of damage created by a collision between vessels in towage or a collision between them and other ships shall be governed by the provisions of this Act relating to the reimbursement of damage created by the collision of vessels.

Article 627

If the towed vessel finds itself in danger due to circumstances for which the shipowner of the towage vessel is not responsible under the contract, and the towage vessel is salvaging (rescuing) it, the shipowner of the towage vessel shall be entitled to a reward following successful salvage.

The shipowner of the towage vessel shall not be entitled to a salvage reward if it is stipulated in the contract that the towage fee includes a salvage reward.

If it is agreed that a towage fee shall be paid only for successful towage, the shipowner of the towing vessel shall be entitled to the towage fee even if the towage was unsuccessful, if he can prove that the shipowner of the towed vessel was to blame for the failure of towage.

If the towage fee was not agreed only for successful towage, the shipowner of the towing vessel shall have no right to the fee if the shipowner of the towed vessel can prove that the shipowner of the towage vessel was to blame for the failure of towage.

Article 628

The provisions of this Act relating to the general average shall also apply to relations between the towage and towed vessels.

d) Other services in connection with navigation

Article 629

The provisions of this section of the Act shall apply to contracts between the client and the shipowner in which the shipowner promises to conduct a certain transaction with the ship other than the carriage of passengers, luggage or goods, or towage and pushing, and the client promises to pay for the service.

The provisions of Articles 443, 563 and 566 to 575 of this Act shall also apply to contracts referred to in the preceding paragraph.

The provisions of this Act relating to freight for the carriage of goods shall apply *mutatis mutandis* to the contracts referred to in the first paragraph of this Article.

Article 630

Unless otherwise agreed, the shipowner shall be liable for the seaworthiness of the ship under the provisions of the second, third and fourth paragraphs of Article 453 of this Act.

Article 631

Unless otherwise agreed by the parties, the shipowner shall be liable for the actions and omissions of the persons who work for the shipowner on the fulfilment of the contract, and for his own actions and omissions if this does not interfere with the provisions of Article 629 of this Act.

The shipowner and the persons who work for him shall, under the provisions of this Act relating to liability for the death of and physical injury to crew members, be liable for the death of and physical injury to the client's people who are on board as part of the fulfilment of the contract.

e) Through carriage

Article 632

A contract on the carriage of goods, passengers or luggage may specify that the shipowner perform the carriage partly on his own ship and partly on ships of other shipowners ('through carriage').

A shipowner who accepts cargo under a contract for the through carriage of goods shall issue a bill of lading for the entire agreed voyage (through bill of lading).

A shipowner who concludes a contract on the through carriage of passengers shall issue the passenger with a ticket for the entire agreed voyage (through ticket).

A shipowner who accepts luggage from passengers for carriage under the contract on the through carriage of passengers shall issue a luggage ticket for the entire agreed voyage (through luggage ticket).

Each subsequent shipowner shall enter into a contract for the through carriage of goods or luggage if he accepts the cargo or luggage and a through carriage document.

Each subsequent shipowner shall enter into a contract for the through carriage of passengers if he agrees to transport a passenger with a through ticket.

Article 633

A shipowner who signed a contract of through carriage, a shipowner who issued a through carriage document, a shipowner who delivered cargo to a consignee, and a shipowner during whose carriage an event occurred which gave rise to compensation claims for damaged, missing or lost cargo, shall be held in joint and separate liability to the beneficiary for such claims.

A shipowner who signed a contract of carriage and a shipowner who delivered cargo to a consignee shall be liable for the damage caused to the beneficiary of carriage by a delay in the carriage of goods.

The first and second paragraphs of this Article shall also apply to the through carriage of luggage.

Article 634

A shipowner who has settled the claims referred to in the preceding Article shall be entitled to recourse from the shipowner during whose carriage the event occurred which gave rise to the claim.

If the shipowner during whose carriage the event from the preceding paragraph occurred cannot be established, the amounts of the settled claims shall be debited to the shipowners who participated in through carriage in proportion to their shares in the agreed freight except for the shipowners who can prove that the event did not occur on those sections of the voyage in which they provided the carriage.

If the shipowner who settled the claim without any guilt on his part cannot assert his right of recourse from the shipowner during whose carriage the event occurred, the amount of the settled claim shall be debited to all the shipowners participating in through carriage, in proportion to their shares in the agreed freight.

Article 635

A shipowner who participates in through carriage and who entered no clauses on the through carriage documents as specified by Article 504 of this Act must prove to the other shipowners participating in such carriage that he delivered the cargo to the subsequent shipowner or the consignee in the same state as he received it from the previous shipowner and/or the shipper.

Other shipowners must prove to the shipowner who participates in through carriage and who enters a clause on the through carriage document from Article 504 of this Act that they received the cargo from the shipper or the previous shipowner in the state described in the through carriage document.

Article 636

A shipowner who has concluded a contract for the through carriage of a passenger shall be liable for the entire agreed voyage.

Each subsequent shipowner who participates in the through carriage of the passenger shall be liable to the passenger only for the damage caused on that section of the voyage where he provided the carriage.

The shipowner on whose section of the voyage the hand luggage was damaged, or was partly or completely lost, shall be liable for the damage. The passenger must submit a written objection under the first paragraph of Article 617 of this Act to the shipowner on whose section of the voyage the damage occurred no later than by the time of disembarkation from the ship.

The shipowners mentioned in the first and second paragraphs of this Article shall be held in joint and separate liability for the damage as a result of the death of or physical injury to a passenger.

Article 637

If a shipowner who signed a contract for the through carriage of a passenger settles a claim by that passenger for which another shipowner is also liable under the second paragraph of the preceding Article of this Act, he shall be entitled to recourse from the other shipowner.

Article 638

A special agreement whereby a shipowner assumes liabilities not envisaged by this Act or waives a right which he possesses under this Act shall only have a legal effect against an actual shipowner if the latter has given explicit written permission for this.

Article 639

A shipowner who entrusted an actual shipowner with the entire carriage or a part thereof shall be liable for the entire carriage.

The provisions of this Act relating to the through carriage of a passenger shall apply to an actual shipowner who has been entrusted with the carriage under the preceding paragraph.

f) Combined transport

Article 640

A person (combined transport operator) may, with a contract, undertake to perform carriage by various means of transport, one of which shall be maritime transport, and the client shall undertake to pay freight for the entire carriage.

Article 641

The operator shall be liable for damaged, missing or lost cargo, or for a delay in its delivery from the time of acceptance to the time of delivery of the cargo.

In cases referred to in the preceding paragraph, the operator shall not be liable if he can prove that the damage originated for reasons which, despite the due care and attention of a good operator, could not have been prevented.

Article 642

The provisions of Article 550 of this Act shall apply *mutatis mutandis* with regard to the limitation of the liability of the operator.

3. Bareboat charter

Article 643

Under this Act the Owners shall, with a bareboat charter party for a ship, deliver the ship for use in shipping trade to the charterers against a payment of hire.

Article 644

A bareboat charter party must be drawn up in written form.

A bareboat charter party which is not drawn up in written form shall be void.

Article 645

The owners must deliver the ship to the charterer in a condition in which the charterer shall be able to use it for the purpose specified in the contract, or which is customary.

Article 646

The operating costs of the ship shall be debited to the charterer.

While the contract is valid, the charterer must maintain the ship. Following the expiry of the contract, he shall redeliver the ship in the same condition and to the same place as it was delivered to him.

The charterer shall not be liable for the normal depreciation of the ship.

The charterer shall not bear the costs of ship repair required for the removal of hidden faults which the ship already had when it was delivered to the charterer or of damage caused by the loss of the ship due to *force majeure*.

Article 647

The owners shall be liable for the damage caused by faults which make the ship incapable of providing its agreed or usual operation or less capable than the ship had been at the time of its delivery to the charterer, unless he can prove that, with the due care and attention of a good shipowner, he could not have discovered these faults.

Article 648

If the ship is chartered out with a crew, the crew must fulfil the orders of the charterer if so stipulated in the bareboat charter party.

The charterer may replace the crew.

Article 649

It there is any doubt as to whether a bareboat charter party or a charter party has been signed, it shall be considered that a charter party has been signed.

Article 650

The charter hire shall be paid one month in advance, counted from the day when it starts to run.

The owner shall not have the right to payment for a charter hire for the time the charterer was not able to use the ship through the fault of the owner or because of a hidden fault which the ship already had at the time it was delivered.

Article 651

If the charterer does not pay the charter hire by its due date, the owner may request the immediate payment of the charter hire for the entire duration of the bareboat charter party, or he may withdraw from the contract.

The provision of the preceding paragraph shall not interfere with the owner's right to reimbursement for damages.

Article 652

A bareboat charter party may be signed for a specific or unlimited period, and for one or several voyages.

Article 653

A time-limited bareboat charter party may be extended only with a written agreement.

An unlimited bareboat charter party shall be cancelled in writing with at least three months' notice.

Article 654

A bareboat charter party shall expire if the ship is destroyed, permanently unusable, or if, due to *force majeure*, the ship could not be used during the charter.

If the repairs that are to be debited to the owner take too long or if it can be expected that they will take too long, the charterer may withdraw from the contract.

Article 655

If the charterer does not redeliver the ship to the owner following expiration of the bareboat charter party, he shall pay a double charter hire for the overdue period.

If the delay in redelivery of the ship was caused by the charterer, he shall also be liable to the owner for any damage in excess of the amount mentioned in the preceding paragraph.

Article 656

During the bareboat charter party the charterer shall be entitled to a salvage reward for the chartered ship.

Article 657

The charterer may subcharter the ship only with the written permission of the owner.

4. Statute of limitations

Article 658

The statute of limitations on claims arising from contracts for the exploitation of ships shall be one year, with the exception of claims arising from contracts on the carriage of passengers and luggage.

The statute of limitations on claims arising from a contract of passage shall be two years.

After a claim has arisen, the parties may agree in writing to a statute of limitation that is longer than the period mentioned in the first paragraph of this Article.

A contract described in the preceding paragraph which is not drawn up in written form shall have no legal effect.

The statute of limitations shall begin as follows:

1. for contracts on the carriage of goods:

- for compensation for damaged, missing or lost cargo - on the day the cargo was delivered and/or should have been delivered to the place of destination;
- for compensation for a delay - on the day the cargo was delivered;
- for other unfulfilled contractual obligations - on the day the particular obligation should have been fulfilled;

2. for contracts of passage:

- for physical injury - on the day the passenger disembarked;

- for the death of a passenger during carriage - on the day of arrival or the scheduled day of arrival of the ship at the port at which the passenger intended to disembark;

- for physical injury to a passenger during carriage as a result of which the passenger dies after leaving the ship - on the day the passenger dies; if an action for damages has not been filed within three years of disembarkation, the right shall be lost;

3. for contracts on the carriage of luggage:

- that has been tendered for carriage - on the day the luggage was delivered or should have been delivered to the port at which the passenger disembarked or intended to disembark;

- for hand luggage - on the day the passenger disembarked or, if the passenger dies during transport, when the ship arrived or was scheduled to arrive at the port at which the passenger intended to disembark;

4. for contracts of towage or pushing - on the day the towage or pushing was completed, except for the claims for a towage fee, for which the statute of limitations shall start on the day the towage fee is due;

5. for bareboat charter parties - on the day the party ceases to apply, except for the charter hire, whose statute of limitations shall start on its due date;

6. for claims to recourse - on the day the action was committed that gives the right to recourse.

Section III - SHIPPING AGENCY CONTRACTS

Article 659

With a shipping agency contract the agent shall undertake to conduct, on the basis of a general or special authorisation, shipping agency transactions on behalf and for the account of the client, and the client shall undertake to reimburse the costs and pay the reward.

The client may be the shipowner or the owner of the equipment on behalf of whom and for whose account the agent of the vessel shall conduct transactions.

An offer by the agent of the vessel shall be binding on the client, if made within the limits of the authorisation.

The agent of the vessel may appoint a sub-agent, unless prohibited by a shipping agency contract; the agent of the vessel must inform the client of such an appointment.

Article 660

A shipping agency contract based on a general authorisation must be drawn up in writing.

A verbal or written contract may be concluded to execute an individual order. At the request of the agent of the vessel, each verbal contract must be confirmed in writing.

Article 661

Shipping agency business shall include the business of brokerage, representation and other services relating to navigation and the use of a ship, in particular: receiving and forwarding ships; marketing; concluding contracts on the use of ships and equipment; the purchase and sale of ships and equipment; the construction and repair of ships; the concluding of stevedoring and storage contracts; the conclusion of insurance contracts; the issuing of transport and other documents; the cashing-in of claims; staffing and care for the crew; the organisation of ship supplies.

Article 662

The agent of the vessel shall, on the basis of a general authorisation, undertake to perform, for a specified or unlimited period, one or several types of shipping agency transactions contained in the authorisation (general agency).

If any doubts arise with regard to the bounds of the general authorisation, it shall be considered that the authorisation applies to transactions connected with the reception and forwarding of ships.

If the agent of the vessel only acts as a broker and/or represents the client in concluding contracts on the use of ships, it shall be considered, in the event that any doubts arise with regard to the bounds of the general

authorisation, that it applies to actions as a broker in the conclusion of these contracts, with the exception of bareboat charter parties and time charter parties, but always within the bounds of the client's transactions.

Article 663

If the client limits the authorisations of the agent of the vessel that apply to ordinary shipping agency transactions, this limitation shall have no legal effect against third parties who did not know or who, under the circumstances, could not have known of this.

Unless the agent of the vessel states explicitly that he is acting as an agent, it shall be considered that he is acting in his own name against a bona fide person.

It shall be considered that the agent explicitly stated that he was acting as an agent if he states to the third party that he is acting "on behalf and for the account of the client" or "solely as an agent", or makes any other statement to this effect citing the title or name of the client.

Article 664

The agent has the duty and right to carry out, with the diligence of a good manager, the tasks that lie within the scope of his jurisdiction and that are required or normal in order to execute an order which has been accepted.

Article 665

An agent of the vessel may, with the explicit authorisation of the contracting parties, sign contracts for the exploitation of ships on behalf and for the account of both contractual parties (broker).

Article 666

An agent of the vessel shall be entitled to reimbursement of costs and to a reward for acting as a broker or for concluding contracts.

An agent of the vessel shall be entitled to request an advance to cover costs.

Article 667

An agent of the vessel shall have the right to retain and lien the items belonging to the client in order to cover his claims.

Section IV - CONTRACT ON STEVEDORING SERVICES

Article 668

A contract of stevedoring services shall be a contract by which the stevedore undertakes to conduct stevedoring services for the client and the client undertakes to pay for the services rendered.

Article 669

The stevedore shall be liable for damaged, missing or lost goods from the time he accepted the goods to the time he delivered the goods or made the goods available to the beneficiary.

Article 670

The stevedore shall not be liable for damaged, missing or lost cargo, or for a delay in the conduct of stevedoring services if he can prove that the damage, shortage, loss or delay arose for reasons which, despite the due care and attention of a good stevedore, he could not have prevented.

Article 671

The stevedore shall not be liable for the damage caused because of damaged, missing or lost cargo and a delay in the performance of the stevedoring service if the client provided incorrect information on the amount, type or value of the cargo.

Article 672

The stevedore shall conduct stevedoring services on the basis of a contract with the client and shall not enter into any legal relationship between the parties to the contract of carriage, and shall not accept or deliver legally any goods, except when he undertakes to do so. The stevedore shall also legally take over goods in cases where, by the order of the shipowner, he takes over goods which the shipowner could not deliver to the person stated in the contract of carriage.

Article 673

The client must present objections regarding visible defects in the goods within three days of acceptance and regarding hidden faults within 15 days of the delivery of the goods to the final consignee, but not later than 60 days after acceptance by the client.

If the client has not objected to the faults in due time and in due form, it shall be considered that the goods are without faults unless proven otherwise by the client.

Article 674

The stevedore shall not be liable for damaged, missing or lost goods in excess of SDR 2.75 per kilogram of gross weight of damaged, missing or lost goods.

In the event of a delay in conducting a stevedoring service, the liability of the stevedore shall be limited to 2.5 times the amount of the client's payment for the stevedoring services rendered.

The total compensation amount as mentioned in the first and second paragraphs of this Article may not exceed the amount that would be determined on the basis of the first paragraph of this Article for completely lost goods.

Article 675

The stevedore may not refer to the provisions of this Act relating to limitation of liability if it is proved that he caused the damage intentionally or through gross negligence.

Article 676

The provisions of this Act relating to the liability of the stevedore may not be altered by means of a contract to the detriment of the client.

Any contractual provisions contrary to the preceding paragraph shall be void.

The nullity of one contractual provision in accordance with the preceding paragraph shall not affect the validity of other contractual provisions.

Article 677

The provisions of this Act relating to the liability of the stevedore shall apply to all contractual and non-contractual claims raised by anyone on any grounds whatsoever against the stevedore because of damaged, missing or lost goods, or a delay in the performance of the stevedoring service.

Article 678

The stevedore shall be entitled to retain goods (right of retention) for claims arising from the contract of stevedoring services for goods and for other claims in connection with stevedoring services.

Article 679

The statute of limitations on claims arising from stevedoring contracts shall be two years.

The statute of limitations shall start on the day the stevedore actually concluded or should have concluded the stevedoring services, except in the case of delays (when the statute of limitations shall start from the day the stevedoring services were actually completed).

The client or another person may file a recourse suit against the stevedore after the end of the statute of limitations mentioned in the preceding paragraph if the suit is filed within 90 days of having settled the claim, the

basis of which was determined in a procedure, and if he has notified the stevedore of filing a suit against him, which could result in a recourse claim from the stevedore, within a reasonable time.

Section V - CONTRACT OF MARINE INSURANCE

1. General provisions

Article 680

The provisions of this section of the Act shall apply to the following:

1. the insurance of the ship, its engines, machines, equipment and supplies, as well as of goods and other objects transported by or on the ship;

2. the insurance of freight, fares, insurance costs, ship equipment costs, general average costs, salvage rewards, expected profit, commissions, crew wages, and liens and other rights and tangible benefits which exist or may justifiably be expected in connection with the navigation or carriage of goods with the ship and which can have their value determined in financial terms;

3. insurance of liability for the loss or damage suffered by other persons in connection with the use of the ship and other items listed in point 1 of this paragraph.

The provisions of this section of the Act shall also apply to the insurance of ships under construction and of articles intended for their construction, the insurance of items which, prior to or after transport, are stored in warehouses, unloading or other locations or which are transported by other means of transport, for the re-insurance of objects listed in this Article and other similar insurances and re-insurances, if concluded under policies or conditions customary for maritime insurance.

The provisions of this section of this Act shall also apply to the insurance of boats.

Other persons in this section of the Act shall be persons who are not subjects covered by insurance policies.

Article 681

Only a person who has or may expect to have a justifiable material interest in the insured loss not occurring may become an insured person.

An insured person may request compensation for the damage covered by the insurance (insurance benefit) only in the event that he has an interest in the insured object at the time of the occurrence of the insured loss, or if he acquired it subsequently.

Article 682

The party taking out insurance (insurer) may conclude an insurance contract for himself, for a specified other person or for an unspecified person with an interest in the insured item.

If it is not clear from the insurance contract whether the insurance was taken out for a specified person, it shall be considered that it was taken out for the party taking out insurance or for a specified other person.

When taking out insurance the party taking out insurance shall not be obliged to state whether the insurance is for himself or for another specified person.

A person who concludes an insurance contract explicitly on behalf of the person who issued him with an authorisation shall not be considered to be the party taking out insurance.

Article 683

Insurance taken out for a specified other person shall be valid without an order from this person if this other person (the insured person) subsequently gives his consent to the concluded insurance.

The consent to the concluded insurance referred to in the preceding paragraph may be issued after the damage covered by the insurance has already occurred.

The act of submitting a claim for the payment of the insurance benefit shall count as that other person’s consent to the concluded insurance.

Article 684

Insurance for an unspecified person shall be considered to have been taken out for the person who, in the event of an insurance event occurring, has interests in the insured object or who may, under the second paragraph of Article 681 of this Act, claim the insurance benefit for the actual damage.

Insurance for an unspecified person shall be valid if the person who has an interest in the insured object at the time of the insured event occurring, or the person who may claim the insurance money for the actual damage specified by Article 681 of this Act, is the policy-holder or has acquired the policy and he agrees to the insurance previously concluded.

Article 685

If the party taking out insurance or his authorised agent, when concluding insurance, fails to report all the circumstances that he knew or should have known of and which were of importance for the assessment of the risk, or reports them incorrectly, the insurance company shall be entitled to request that the party taking out insurance settle the difference between the premium for the actual risk and the one that was paid.

With insurance for a specified other person it shall be considered that the party taking out insurance must have known of the circumstances which were known to the insured person and of which he could have notified him in good time.

The first paragraph of this Article shall not apply to circumstances which are generally known, or which the insurance company knew of or could have justifiably been assumed to have known of.

The insurance company shall lose the right mentioned in the first paragraph of this Article if it does not request the party taking out insurance to pay the difference in the premium within three months of the end of the insurance or, if the insured loss has occurred, by the end of the full payment of the insurance benefit at the latest.

Article 686

If, when taking out insurance, the party taking out insurance or his authorised agent, intentionally or through gross negligence, does not report to the insurance company all the circumstances that he knew of or should have known of and which would have had an essential influence on the decision at the time of signing and on the terms of insurance, or reported them incorrectly, the insurance company shall be entitled to request that the insurance be annulled, unless it has requested that the party taking out insurance pay the difference in the premium referred to in the preceding Article.

If the insurance company has made a payment of insurance benefit under such a contract to a dishonest insured person, it may request that the insured person return the insurance benefit he received.

The second and third paragraphs of the preceding Article shall apply *mutatis mutandis* in the cases described in the first paragraph of this Article.

The insurance company shall have the right to charge and retain a premium despite an annulment of the insurance contract under the provisions of this Article.

Article 687

The insurance company shall be obliged, at the request of the party taking out insurance, to issue him with a correct and signed copy of the insurance policy.

If the insurance company, at the request of the party taking out insurance, issues the insurance policy in two or more originals, each of the copies must state the number of originals issued.

The policy must cite all the provisions of the concluded insurance contract which oblige the insurance company to reimburse the damage from the insurance.

If the policy was issued and handed over to the party taking out insurance, the insurance company shall not be obliged to fulfil its obligations arising from the insurance until it has been presented with the policy and/or if the insured party proves as plausible that the policy has been lost or destroyed before it has received an appropriate insurance from the insured person.

The insurance company shall be free from its obligations deriving from the insurance if it has paid the policy-holder fairly or, if the policy was issued in several originals, if it paid the bearer of one of the originals who proves as plausible his right to the insurance benefit pursuant to this policy.

Article 688

The insured person may transfer his right arising from the insurance before damage occurs only to another person who is an insured person, as stipulated in the first paragraph of Article 681 of this Act.

If a policy has been issued, the rights deriving from the insurance may be transferred by endorsing the policy or in another suitable manner.

The insurance company may assert the same objections from the concluded insurance against the new insured person as it did against the original insured person.

Notwithstanding the preceding paragraph, the insurance company may not, against a new bona fide insured person, apply an objection with which it would contest the contents of the policy it issued, except in the event of an obvious error which the new insured person could have noticed.

The assigning of rights on an insured object to another person shall not result in the transfer of the rights arising from the insurance, unless the insured person and the person acquiring the right explicitly or tacitly came to an agreement to this effect.

The insured person may not transfer his right deriving from the insurance as stipulated in the first paragraph of this Article if the possibility of such transference has been explicitly ruled out in the insurance contract.

Article 689

The insured object must be identified in the insurance contract and the eventual policy in a manner which allows its identity to be established.

If the insured object is deficiently or incorrectly identified, making it impossible to establish even indirectly if it has been exposed to an insurance risk and damaged, the insurance company shall not be obliged to pay the insurance benefit for the actual damage.

Article 690

The value of an insured item that was determined consensually in the insurance contact or the insurance policy (the agreed value) shall be compulsory for the insurance company and the insured person.

The insurance company may only contest the agreed value if an obvious error or fraud has been committed.

Article 691

The value of an insured item at the start of insurance (the actual value) shall be taken as the value of the insured item, unless explicitly agreed otherwise.

The actual value of an insured item shall be its market value at the start of insurance.

It shall not be necessary for the actual value of the insured item to be quoted in the contract or the insurance policy.

Article 692

The insurance company must pay the insurance benefit only up to the amount quoted in the insurance contract as insured (hereinafter: the sum insured), unless stipulated otherwise by this Act or the contract.

Unless explicitly agreed otherwise, the sum insured shall not also mean the agreed value of the insured item.

Article 693

If the sum insured is higher than the agreed or actual value of the insured object, only the agreed or actual value shall be taken into account in the liquidation of the damage.

Article 694

If the sum insured is lower than the agreed or actual value of the insured object, the insurance company must pay the insurance benefit for the actual damage only in proportion to the sum insured and the agreed or actual value of the insured object.

Article 695

If the same item is insured for the same risk, at the same time and for the benefit of the same insured person with two or more insurance companies, and the total sum insured is higher than its agreed or actual value, the insured person may request from the insurance company a part of or the entire insurance benefit from the insurance of his own choice; the total insurance benefit received may not exceed the damage which may be covered by the insurance.

Insurance companies which, at the request of the insured person, pay the insurance benefit in the cases referred to in the preceding paragraph shall be entitled to recourse from other insurance companies in proportion to their liabilities deriving from the insurance contract.

Notwithstanding the preceding paragraph, the insurance companies which, under the provisions of the insurance contract or the law governing their insurance contract, are not obliged to pay a proportionate part of the damage that has been paid for by other insurance companies, shall not be entitled to recourse from these insurance companies for the damage they paid directly to the insured person.

Unless agreed otherwise, the insurance companies shall be entitled to the entire premium for the concluded insurance, independently of whether the case described in the first paragraph of this Article occurred accidentally or intentionally.

Upon submitting his claim for the payment of the insurance benefit with one of the insurance companies, the insured person must notify it of all other contracts insuring the same item against the same risk for the same period for his benefit.

Article 696

Unless otherwise agreed, the party taking out insurance must pay the insurance company a premium immediately after concluding the insurance contract.

The insurance company shall not be obliged to hand the policy over to the party taking out insurance until he pays the outstanding premium.

The insurance company may, upon the liquidation of damage, subtract from the insurance benefit the premium which still remains to be paid by the insured person.

Unless agreed otherwise, late payment of the premium shall not absolve the insurance company of its liabilities deriving from the insurance contract and shall not give it the right to terminate the contract.

If it is agreed in the insurance contract that the insurance premium is to be determined subsequently, the premium must be appropriate and proportionate to the risk.

The parties taking out insurance must pay the insurance company the premium for insurance concluded even when the insured object at the time when the contract was concluded was no longer exposed to the insurance risks, on condition that the insurance company was unaware of this fact at the time the contract was concluded.

Article 697

The insurance company must return the premium paid to the party taking out insurance if the insured object was not exposed to the insurance risks, or if the insurance contract was terminated without any blame on the part of the party taking out insurance or the insured person.

If an insurance policy has been issued, the insurance company must return the premium to the entitled policy-holder.

When returning the premium, the insurance company may keep a part of the customary or agreed part of the premium to settle its own costs arising from the concluded insurance.

Article 698

If a significant detour from the insured voyage (a change in the plan of travel, a steering-off from the course, an unjustified delay, etc.) occurs on a specific insured voyage due to the actions of the insured person or with his permission, the insurance company shall not be obliged to repay the damage created following such a detour.

The preceding paragraph shall also apply if the damage arose after the ship returned to its original course.

Detours which were in the interests of the insurance company, or which were made in order to salvage property and people at sea or to provide someone with medical assistance, and cases where such detours did not have any significant effect on the occurrence and size of damages, shall be exempt from the first paragraph of this Article.

Article 699

With fixed-term insurance, the insurance shall start at 0 hours on the first day and end at 24 hours on the last day determined in the insurance contract.

The time referred to in the preceding paragraph shall be determined using the official local time of the place where the policy was issued, and if there is no policy, by using the official local time of the place the insurance contract was concluded.

Article 700

Unless otherwise stipulated in the insurance contract, the maritime insurance shall cover the risks that the insured object is exposed to, namely; shipping accident, natural disaster, explosion, fire and theft.

An insurance contract may also cover other risks to which the insured object is exposed during insurance, such as: theft, non-delivery, handling risks, shore risks, war and political risks, etc.

Article 701

A change in risk after the conclusion of the insurance contract which occurred independently of the will of the insured person shall not affect the validity of the insurance or the obligations of the parties.

If the risk worsened considerably through the actions of the insured person or with his permission, the insurance company shall not have to repay the damage which may be attributed to such a change.

If the risk improved significantly through the actions of the insured party or with his permission, the insurance company shall not have to return to the insured party a proportionate part of the premium paid or reduce the agreed premium proportionately.

Article 702

Unless otherwise agreed, the insurance shall cover the damage due to the insured risks, i.e.:

1. total loss of the insured object;
2. partial loss of or damage to the insured object;
3. salvage costs and costs caused directly by the occurrence of an insured loss;
4. general average;
5. salvage reward;
6. costs of establishing and liquidating the damage covered by the insurance.

Unless otherwise stipulated in the insurance contract, the insurance shall not cover the liability of the insured person for the damage caused to other persons.

Article 703

The insurance may also cover the damage created before the insurance contract was concluded, on condition that the party taking out insurance and the insured party were, at the time the contract was concluded, unaware or unable to have been aware, that the insured loss had already occurred or if, at the moment the contract was concluded, both contractual parties were aware that the insured loss had occurred but did not know the extent of the actual damage.

Article 704

The damage caused directly or indirectly as a result of intentional actions by the insured person shall be exempt from insurance.

Unless otherwise stipulated in the insurance contract, the damage caused directly or indirectly by the following shall also be exempt from insurance:

1. gross negligence of the insured person;

2. intentional actions or gross negligence on the part of those for whose actions the insured person is responsible by law;

3. the emergence of war or political risks.

The preceding paragraph shall not apply to damage which was created through the intentional actions or gross negligence of the ship's crew, nor to the damage which was created due to the actions and omissions of the insured person/shipmaster or other members of the ship's crew or the pilot when navigating or handling the ship.

Article 705

Under this Act, a total loss shall be considered to have occurred when the entire insured cargo has sunk without any possibility of salvaging it, if it has been destroyed or has been permanently seized, or if damage to the insured objects occurred such that it cannot be repaired and as a result of which the insured object ceases to be an object of a certain type.

If the insured object has been completely lost, an amount equalling its actual value shall be paid from the insurance and/or, if the value was agreed on, in the amount of the agreed value but not more than the sum insured.

With the payment of the insurance benefit referred to in the preceding paragraph all the rights of the insured person on the insured object shall pass to the insurance company, unless the insurance company waives the rights on this occasion.

If the insured object has been under-insured, the right on the insured object shall pass to the insurance company, as stipulated by the preceding paragraph, only in proportion to the sum insured and the agreed or actual value of the insured object.

Article 706

The insured person shall have the right to claim the insurance benefit for a total loss from the preceding Article if the total loss was unavoidable or if the salvage and repair costs that would be necessary exceed the agreed or actual value of the insured object.

The insured person shall also have the right to claim the insurance benefit for complete loss when, due to the emergence of an insured risk, he is unable to use the insured object freely and completely for 12 months without interruption.

If the insured person decides to claim the insurance benefit described in the first and second paragraphs of this Article, he shall have to submit to the insurance company a written explanation of his claim for payment of the insurance benefit. The insured person shall lose the right to such a claim if he does not submit it within two months of the day he learned of the circumstances upon which his right is based, and, in the case referred to in the preceding paragraph, immediately after expiry of the period mentioned in the second paragraph.

The claim by the insured person in the preceding paragraph must be unconditional, and must apply to the entire insured object.

If the insurance company grants the claim by the insured person made in line with the third paragraph of this Article, or if it does not contest it within 15 days of receiving it, it shall repay the damage as stipulated by the second, third and fourth paragraphs of the preceding Article.

If the insurance company contests a claim made in line with the third paragraph of this Article and a dispute between the company and the insured person arises, the court shall assess whether the conditions referred to in the first paragraph of this Article have been met with regard to the circumstances as they were on the day when the insured person submitted the claim and/or the conditions referred to in the second paragraph of this Article with regard to the circumstances on the day when the period mentioned in the second paragraph of this Article expired.

Article 707

If the insured object is damaged or if any of its component parts are lost, the damage shall be compensated from the insurance in an amount equalling the costs of the required repairs and the restoration of the original state of the insured objects, but not in excess of the sum insured.

If the insured object was under-insured, the cost of repair in line with the preceding paragraph shall be repaid in proportion to the sum insured and its agreed or actual value.

If the insured object cannot be repaired or restored to its original state, or if a certain quantity and/or part of the insured object has been lost (partial loss), the damage shall be compensated from the insurance in a percentage of the sum insured that corresponds to the percentage of the lost value of the insured object.

If the insured object was over-insured, the percentage of lost value shall be calculated in accordance with the preceding paragraph, from its agreed or actual value.

Article 708

The costs incurred by the insured person in order to avoid damage due to direct danger or in an attempt to mitigate damage that has already been caused (salvage costs) shall be settled from the insurance, if they were spent appropriately or in agreement with the insurance company and if these costs are covered by the insurance.

Regardless of a positive outcome, the costs referred to in the preceding paragraph shall also be compensated from the insurance when they are, together with the compensation for damages, higher than the sum insured, but the compensation for these costs may not be higher than the sum insured.

The costs of the insured person, caused directly by the occurrence of the insured loss, shall be compensated from the insurance up to the sum of the insured amount only.

If the insured object was under-insured, the costs of salvage and the costs created directly by the occurrence of the insured loss shall be compensated in proportion to the sum insured and the agreed or actual value of the object.

Notwithstanding the preceding paragraph and the provisions relating to under-insurance, the costs of salvage, spent at the request of the insurance company, shall be compensated in full despite a justified objection by the insured person.

Article 709

In the event of a general average created in connection with the insured risks, the insurance shall be used to compensate for the loss and damage of the insured object and the costs of the insured person relating to the insured object, which were acknowledged on a valid allotment basis, and the contributions to the general average as determined for the insured objects on such an allotment basis.

When establishing the compensation amount referred to in the preceding paragraph, the provisions of Articles 707 and 708 of this Act shall apply *mutatis mutandis*, independently of the value of the insured object established on the valid allotment basis.

With a payment of compensation for the loss, damages and costs mentioned in the first paragraph of this Article, the right of the insured person to a contribution from the general average shall pass to the insurance company, but only up to the amount of the paid compensation, increased by the appropriate amount for the interest and commissions that were admitted to on the valid allotment basis.

Article 710

Salvage rewards for salvaging an insured object in danger which is covered by the insurance and which must be paid by the insured person, and the costs of the procedure of determining the reward, shall be reimbursed from the insurance.

If the insured object was under-insured, the provisions of Article 694 of this Act shall apply to the reimbursement from the preceding paragraph, regardless of the value that was used as the basis for determining the salvage reward.

Article 711

The costs of the insured person necessary to establish and liquidate damage covered by the insurance shall also be fully reimbursed from the insurance in the event of under-insurance.

Article 712

The insurance company must compensate the subsequent damages arising during the same insurance, even if the total insurance benefit to cover the damage is higher than the sum insured.

If the total loss of the insured object occurs after partial loss or damage under the same insurance, the insurance company shall be obliged to reimburse, in addition to the insurance benefit for the total loss, only those costs connected to the partial loss and damage covered by the insurance.

Article 713

Unless all the specially agreed conditions which are essential for the decision on coverage in general are met, the insurance company may request that the insurance contract be terminated.

Unless all the specially agreed conditions which were only important for the weight of individual risks and the size of damage are met, the insurance company may deduct from the insurance benefit a part of the damage which was probably created because these conditions were not met.

Article 714

During insurance, the insured person shall be obliged to look after the insured object with the due care and attention of a good manager and may not do anything which would rule out the assertion of the right to compensation from the person who is responsible for the damage.

If the insured risk materialises, the insured person must:

1. take, if possible in agreement with the insurance company, all action which is sensible and necessary in order to avoid or mitigate the damage;

2. inform the insurance company or its authorised representative of the damage which has arisen immediately upon learning about it;

3. ensure the right to compensation from the person responsible.

If, during the validity of the insurance cover, the insured person intentionally or through gross negligence does not take care of the insured object or does not fulfil his obligations under point 1 of the preceding paragraph, the insurance company shall not be obliged to cover the damage thus caused.

If, during the validity of the insurance cover, the insured person intentionally or through gross negligence prevents the assertion of the right to compensation from the person who is responsible for the damage, or if he does not fulfil his obligations under points 2 and 3 of the second paragraph of this Article, the insurance company may subtract from the insurance benefit the amount equalling the damage which it suffered as a result.

Article 715

When the insured person submits a claim for the payment of the insurance benefit, he must supply the insurance company, at its request, with data, and must submit any documentation available and other evidence required in order to establish the nature, cause and amount of damage and other circumstances that could be the basis for establishing his right to the insurance benefit or to at least proving it as plausible.

If the insured person intentionally or through gross negligence does not establish the damage on time in the agreed manner, and if there are no provisions relating to this in the contract in the usual manner, the insurance company must compensate him for the damage only if the insured person supplies reliable evidence on the nature, causes and amount of the damage and on the circumstances that are essential for establishing that the damage is covered by the insurance.

Article 716

The insurance company shall be obliged to pay the insurance benefit within one month of the day the insured person submitted the claim mentioned in the preceding Article and supplied all the claims and documentation for establishing its obligations arising from the insurance contract.

Article 717

If an insurance contract concluded with several insurance companies quotes their individual shares, each of the insurance companies shall only be obliged to reimburse the damage in proportion to its own share.

Article 718

With the payment of the insurance benefit, all the rights of the insured person against other persons which arose in connection with the damage for which he received the insurance benefit shall pass to the insurance company, but only up to the amount that was paid.

If the insured object was under-insured, the right of the insured persons referred to in the preceding paragraph shall pass to the insurance company only in proportion to the sum insured and the agreed or actual value of the insured object.

The insured person shall be obliged to provide the insurance company, at its request, with all assistance in asserting his rights against other persons, and must submit correctly filled-in and signed documents on the assigning of his rights.

Article 719

The statute of limitations on claims arising from an insurance contract shall be five years.

The period mentioned in the preceding paragraph shall start to run as follows:

1. for the insurance benefit for contributions to the general average and salvage rewards - from the day the contribution and the reward which was to be paid by the insured person were established;

2. for the insurance benefit for damage inflicted on others - from the day the insured person received a compensation claim from another person;

3. for other claims - on the first day after the end of the calendar year in which the claim arose.

Article 720

The provisions of Article 681, the first paragraph of Article 688, the fifth paragraph of Article 695 and the first paragraph of Article 704 of this Act may not be modified even with the explicit provisions of an insurance contract.

2. Hull insurance

Article 721

Hull insurance shall cover the hull of the ship, its engines, machines and equipment, ordinary supplies of fuel, lubricants and other ship materials, and supplies of food and drink required for the ship's crew.

Exceptional supplies of fuel, lubricants and other materials, and supplies of food and drinks not intended for the regular needs of the ship's crew, as well as the cost of furnishing and insuring the ship, shall be included in the hull insurance only if this is explicitly stipulated in the contract.

Article 722

Hull insurance for a specific voyage shall start with the commencement of the loading of cargo at the port of departure cited in the insurance contract, and shall last until the end of unloading at the port of destination cited in the same contract, but shall not extend for more than 21 days after the arrival of the ship at this port.

If the cargo has begun to be loaded for a new voyage at the port of departure before the unloading from the preceding paragraph has been concluded, the insurance shall cease with the start of the loading of the new cargo.

If the cargo is not loaded at the port of departure, the insurance shall start when the ship lifts anchor or when the rope is untied in that port in order to set off on the insured voyage.

If the cargo is not unloaded at the port of destination, the insurance shall cease when the ship anchors or is secured by ropes at that port.

If the voyage is suspended before the port of destination, insurance shall cease at the port where it was suspended, whereby the provisions of the first, second and fourth paragraphs of this Article shall apply *mutatis mutandis*.

A ship shall also be insured during urgent repairs of damages covered by the insurance which are conducted while the ship is passing through a port without the ship being actually delayed, or at the port of destination immediately after the end of an insured voyage, if the ship cannot be used during repair work for commercial or other purposes.

Article 723

If fixed-term hull insurance ends while the ship is on a voyage, the insurance shall be extended to the first port of destination, unless the insured person waives this right before the end of the insurance period.

The provisions of the preceding Article shall apply *mutatis mutandis* for the end of insurance at the first port of destination.

Insurance shall be extended for the duration of urgent repairs on damage covered by the insurance which start while the insurance is still valid or immediately after the end of the insurance, and which are conducted so as to avoid undue delays to the ship, if the ship cannot be used for commercial and other purposes in the meantime.

If insurance is extended under the first paragraph of this Article, the insurance company shall be entitled to a supplementary premium that corresponds to the duration of extension of the insurance.

Article 724

The damage created directly or indirectly because of a fault on the ship or because the ship was not seaworthy shall be exempt from hull insurance if the insured person knew of it or could have known and prevented its consequences with the due care and attention of good shipowner.

The provision of the preceding paragraph shall not apply to the damage caused due to a fault on the ship or because the ship was not seaworthy and the insurance company was informed of this or learnt of it in any other manner when concluding the insurance contract.

In this Article, the non-seaworthy condition of the ship shall mean non-seaworthiness in general and the inability to carry out a specific voyage and transport with the ship, either because of technical deficiencies or insufficient equipment, unsuitable crew, an excess or incorrect load, an excess number of passengers on board, or for other reasons.

In fixed-term insurance, the damage caused directly or indirectly due to risks created outside the limits of the navigation as foreseen in the contract shall also be excluded from the insurance.

Article 725

If the ship is missing, it shall be presumed that a total loss occurred on the day the last report on the ship was received.

If individual costs were insured together with the ship, as stipulated in Article 721 of this Act, the insured costs which the insured person saved because of the loss of the ship shall be subtracted from the insurance benefit for a total loss.

Article 726

If a damaged ship is repaired or the lost parts of the hull, engines, machines, equipment and supplies are replaced, the damage shall be reimbursed in the amount equalling the actual costs of urgent repair or replacement of parts, but not also the damage for the lost value of the ship which occurred despite repair and replacement.

If the actual value of the ship increases due to repair or the replacement of parts, the increased value thus created shall be subtracted from the insurance benefit.

If a damaged ship is not repaired or the lost parts are not replaced while the insurance is valid or immediately afterwards and the insured person requests compensation for the damage before the repair or

replacement takes place, the damage shall be reimbursed from the sum insured which corresponds to the percentage of the lost value of this ship, but not in excess of the estimated cost of repair and/or replacement of parts.

3. Cargo insurance

Article 727

A single agreed value, and if there is no agreed value then a single insurance sum, may, in addition to the value of goods at the place of departure, also insure the insurance costs, the freight costs, customs costs and other costs connected to the carriage and supply of goods, and expected profits. It shall not be necessary for the costs and expected profits covered by the insurance contract to be those quoted in the contract.

Article 728

The cargo insurance for a specific voyage shall start as of the day when the goods are loaded on the first means of transport at the place specified in the contract as the place of departure for the insured voyage, and shall end when the goods have been unloaded from the last means of transport at the place of destination specified in the insurance contract.

If the voyage is interrupted, the insurance shall end when the goods are unloaded from the last means of transport in that place.

The provisions of this Act shall not interfere with the provisions of Article 698 of this Act relating to withdrawal from the insured voyage.

Article 729

Damage created as a result of a fault or of the natural properties of the goods shall be exempt from insurance, unless otherwise agreed.

The provision of the preceding paragraph shall also apply to those cases where the damage was caused by a delay to the means of transport due to an insured risk.

Article 730

If the goods are lost in full, the value of the goods at the place of departure and the value of other interests included in the agreed value and/or in the same insurance sum mentioned in Article 727 of this Act shall be reimbursed from the insurance.

If, due to a total loss of goods or for other reasons the insured person saves individual costs which were insured together with the value of the goods at the place of departure, the costs thus saved shall be subtracted from the compensation for the total loss.

Article 731

Under the third paragraph of Article 707 of this Act, the percentage of lost value of insured goods shall be established by comparing the value of goods in their undamaged and damaged state at the place where the insured voyage ended.

If, in order to avoid even greater damage, the damaged goods are sold in agreement with the insurance company prior to the arrival of the ship at the place of destination, the difference between the net proceeds from the sale and the sum insured shall be reimbursed from the insurance. If the goods were over-insured, the difference between the net proceeds of the sale and the agreed and/or actual value of the goods shall be reimbursed.

Article 732

If the goods are unloaded before the place of destination due to the occurrence of an insured loss, the costs of storage and the surplus costs of the further forwarding of goods to the place of destination which are debited to the insured party shall, in addition to the costs of unloading, be paid from the insurance in line with the third paragraph of Article 708 of this Act.

Article 733

In addition to the cases mentioned in the first paragraph of Article 706 of this Act, the insured person shall have the right to claim the insurance benefit as if a total loss of the insured goods from Article 705 of this Act had occurred in the following cases:

1. if the ship becomes unseaworthy during the voyage because an insured risk has occurred and the goods cannot be forwarded to the place of destination within six months of the event, or if the costs of forwarding the goods which would be debited to the insured person are higher than the agreed or actual value of the insured interests in the goods;

2. if the goods are damaged such that they lose four-fifths of their value and cannot be repaired or restored to their original state;

3. if the costs required to salvage and repair and forward the goods to the place of destination that would be debited to the insured person are higher than the agreed or actual value of the insured interests on goods.

Article 734

If a single contract covers several shipments which are to be forwarded successively in general outline only (general insurance contract), the party taking out insurance must report such shipments, once they have been forwarded, to the insurance company, along with all the data required to establish conclusively the obligations of the parties under the general insurance contract.

If the general insurance contract does not specify the extent of the coverage or the insured values of individual shipments, the party taking out insurance must report his claims in this respect to the insurance company before the start of a voyage, if possible.

If the party taking out insurance fails to meet his obligations under the preceding paragraph on individual shipments before the damage has arisen or, if there is no damage before the end of the insured voyage, it shall be considered that these shipments were insured against the risks mentioned in the first paragraph of Article 700 of this Act, i.e. for the actual value as stipulated in Article 691 of this Act, increased by the freight, which is debited to the insured person, and by the insurance costs.

If the party taking out insurance intentionally or through gross negligence fails to fulfil his obligations under the first paragraph of this Article, the insurance company shall be entitled to terminate a general insurance contract and decline to pay the insurance benefit for the damage to the unreported shipments.

The insurance company shall also be entitled to the insurance premium for the unreported shipments if they were, even for a short period of time, exposed to the risks under the general insurance contract, as well as in the event of the contract being terminated as stipulated in the preceding paragraph.

The insurance company must, at the request of the party taking out insurance, supply a policy for each reported shipment, as stipulated in Article 687 of this Act.

4. Freight insurance

Article 735

Unless agreed otherwise, freight insurance shall cover its gross value.

Article 736

In the event of a total loss of freight due to a total loss of goods for which the freight has been paid or has to be paid, the damage shall be reimbursed as stipulated in the second paragraph of Article 705 of this Act; however, the rights which the insured person has on the goods shall not be conveyed to the party taking out insurance for the freight.

Article 737

If the insured freight which has been paid or which has to be paid for certain goods and the insurance benefit cannot be established in any other manner due to the insured risks, they shall be established by using the same proportion as for the insurance benefit for damage to the goods to which the freight applies.

Article 738

Unless otherwise stipulated by this Act, the provisions applying to freight insurance shall apply *mutatis mutandis* to freight insurance for the carriage of specific goods, while for the insurance of other freight the provisions which apply to ship insurance shall be applied.

5. Liability insurance

Article 739

When insuring a person for liability for damage inflicted on other persons, the amount which the insured person must repay to all such persons in connection with his liability covered by insurance, and the costs of establishing his liability, shall be paid from the insurance.

With compulsory insurance against liability for damage caused by a vessel, the injured party may claim indemnity for the damage for which the insured person is responsible directly from the insurance company, but only up to the amount of the insurance company's obligation.

The insurance shall also be used to reimburse the costs of the measures applied at the request of the insurance company, its representatives or in agreement with those who took out insurance against any unjustified or excessive claims by others, and the costs of rational measures applied by the insured person with the same intent but without the consent of the insurance company or its representatives, if such consent could not have been obtained in good time.

If the insurance company specifies the amount of insured liability, the insurance benefit mentioned in the first paragraph of this Article shall only be paid up to the sum insured.

Article 740

If the shipowner's liability is covered with the same contract as the ship, the insurance benefit from the insurance for liability under the preceding Article shall be independent of the amount of insurance benefit for other damages covered by the ship insurance.

Unless a special sum is determined in the contract for insuring the shipowner's liability, it shall be considered that his liability is insured for the same amount as the ship.

Article 741

In the event of a collision between two ships belonging to the same insured person, the provisions on the insurance of the shipowner's liability shall apply as if the ships belonged to different people.

The preceding paragraph shall apply *mutatis mutandis* in the case of an insured ship inflicting damage on other assets or property of the same insured person.

6. Various types of insurance

Article 742

In the event of a total loss of expected profits as a result of a total loss of goods, the damage shall be reimbursed as stipulated by the second paragraph of Article 705 of this Act, whereby the rights of the insured person on goods shall not be transferred to the insurance company insuring the expected profit.

The provisions governing the cargo insurance shall apply *mutatis mutandis* to the insurance of expected profits.

Article 743

The costs of insuring may be insured with one agreed value, and if the value is not agreed, with one sum insured together with the object for which insurance costs have been paid or have to be paid. It shall not be necessary for these costs to be explicitly quoted in the insurance contract.

PART SEVEN - MARINE INCIDENTS

Section I - COLLISION OF SHIPS

Article 744

The provisions of this section of this Act shall apply to all vessels and to seaplanes.

Article 745

The provisions of this section of this Act shall apply to liability for damage:

1. sustained by a ship, persons and goods on board a ship through the collision of ships;

2. caused by one ship to another due to a manoeuvre, failure to carry out a manoeuvre or failure to comply with safety of navigation regulations, even if a collision has not occurred;

3. caused by, or to, an anchored ship;

4. caused by a ship to another ship in tow.

Article 746

Liability for damage occurring in the instances set out in the preceding Article shall rest with the ship or ships proven to be at fault and responsible for the damage.

Liability of a ship shall be understood to mean the liability of the owner of the ship or the shipowner.

Article 747

Under the provisions of this section of this Act, liability of a ship shall also be considered to exist where the damage is caused by an act or the omission of an act by the pilot, regardless of whether or not pilotage was compulsory.

Article 748

Where two or more ships are to blame for the damage, each ship shall be held responsible in proportion to the respective degree of fault.

If the degree of fault cannot be established, liability for damage shall be divided equally between the ships involved.

Article 749

In the event of damage caused by a collision of ships, the loss of profit shall be compensated regardless of the degree of fault.

Article 750

If a collision of ships causes death or physical injury, the ships at fault for the collision shall be held jointly and separately liable for the death or injury.

Article 751

A ship which, in the instances set out in the preceding Article, pays higher indemnity than is proportionate to its fault shall be entitled to claim from the other ship as much indemnity as the other would be liable to pay in proportion to its fault.

A ship which, for reasons beyond its control, cannot recover from another ship or other ships the sum to which it is entitled under the preceding paragraph may claim that amount from the other ships responsible for the occurrence of damage in proportion to their respective fault.

Article 752

If damage is caused accidentally or by *force majeure*, or the cause of a collision of ships cannot be established, the damage shall be borne by the injured party.

Article 753

In the event of a collision, the shipmaster must prioritise the rescue of the people and, thereafter, the ship with which his ship has collided if it is possible for him to do so without seriously endangering the ship under his command and the people on board it.

If possible, the shipmaster shall inform the ship with which his ship has collided of the name of his own ship and its port of registration, the name of the last port from which it put to sea, and the name of the port it is bound for.

The ship shall not be liable for damage caused by a shipmaster who fails to honour the obligation referred to in the preceding paragraph.

The obligation referred to in the second paragraph shall not be binding on the commander of a military vessel, but he shall be bound to abide by the obligation set out in the first paragraph of this Article.

Article 754

The statutory limitation for indemnity claims for damage caused by a collision between ships shall be two years from the day of collision.

The statute of limitation of a claim to recourse referred to in Article 751 of this Act shall be one year.

Statutory limitations for the claims referred to in the first and second paragraphs of this Article shall be counted:

1. as of the day the court decision fixing the amount of joint and separate liability becomes final;

2. as of the day of payment, in instances where no court proceedings took place;

3. in the event of claims for the division of the amount owed by an insolvent debtor (second paragraph of Article 751 of this Act), as of the day the creditor came to know of the insolvency of his debtor, whereby the period set by the statute may not be longer than two years from the day of payment or the day the court judgement becomes final.

Article *755*

The provisions of this section of this Act shall not interfere with the provisions of this Act governing the limitation of shipowner's liability, nor upon the rights and obligations stemming from contracts on the use of ships or from some other contract.

Section II - SALVAGE

Article 756

Within the meaning of this section of this Act, salvage shall be considered to include the rescue of people, ships and goods on board ships, and extending help in salvaging.

Article 757

The provisions of this section of this Act shall apply to all vessels and floating objects.

The provisions of Articles 770 to 773 and the provisions of the second paragraph of Article 774 of this Act shall not apply to military vessels.

Article 758

Except where stipulated otherwise by a contract of salvage, the provisions of this section of this Act shall apply to the salvage of ships and the goods therein.

The shipmaster or shipowner of a ship in danger shall be entitled to conclude a contract of salvage on behalf of the owner of goods on the ship.

The contract may not exclude or diminish the obligations of the parties with respect to the protection of the marine environment, as stipulated by Article 767 of this Act, nor disregard the provisions of Article 761 of this Act.

Article 759

There shall be no reward for the rescue of people.

Notwithstanding the preceding paragraph, a person who was rescuing only people as a member of a rescue team in which some were saving people and some salvaging the ship and the goods therein shall be entitled to a fair portion of the reward granted to the salvager of the ship and the goods therein.

Article 760

A salvager shall be entitled to a fair reward for each successful salvage of a ship or the goods therein.

A reward may not exceed the value of the salvaged ship or goods.

Article 761

At the request of a party, the court may declare a contract of salvage invalid, or change it, in the following instances:

1. if the contract was concluded at the time of and under the influence of an impending danger and if the court finds that the provisions of the contract are unfair;

2. if it establishes that a party was induced to enter into contract by fraud or the deliberate withholding of facts;

3. if it establishes that the agreed reward was overly high or overly low in relation to the service in question.

Article 762

Where parties have not concluded a salvage contract, or have concluded it without specifying the amount of the reward for salvage, and a dispute about the reward arises between them, the amount of the reward shall be fixed by the court.

In determining the amount of the reward, the court shall take into account the following criteria, in no particular order of precedence:

1. the value of the ship and the goods salvaged;

2. the skill and effort invested by the salvager in preventing or reducing damage to the marine environment;

3. the degree of success achieved by the salvager;

4. the nature and degree of danger;

5. the skill and effort invested by the salvager in saving people, the ship and the goods on board;

6. the time spent and the expenses and losses incurred by the salvager;

7. the risks to which the salvager and his equipment were exposed;

8. the speed with which the services were rendered;

9. the accessibility of the ship and the use of a vessel or other equipment for salvaging;

10. the degree of preparedness and efficiency of the salvager, and the value of his equipment.

The provisions of the preceding paragraph shall also apply in instances where the court, in accordance with the preceding Article, changes the agreed amount of the salvage reward.

Article 763

If several salvagers were involved in the salvage and they fail to agree on the proportion in which to divide the reward for the salvage of a ship or goods therein between them, the matter shall be decided by the court, in accordance with the preceding Article.

Where several salvagers were involved in the effort, each may make his claim for the reward separately.

Article 764

The court may reduce the reward or rule that an individual salvager is not entitled to it if salvaging operations were made necessary, or were made more difficult, through omissions or negligence, or if the salvager was found guilty of fraud, embezzlement or theft.

Article 765

A salvager who begins salvaging a ship or the goods therein in spite of an explicit and sensible interdiction by the shipmaster, shipowner or owner of the ship being salvaged shall not be entitled to a reward.

Article 766

If a contract of salvage was concluded by the shipmaster or shipowner of a ship in danger and such a contract does not provide otherwise, the reward shall be paid by the shipowner of the salvaged ship.

If a contract of salvage was concluded, the owner of the goods salvaged or the person entitled to dispose thereof shall be jointly and separately liable, together with the person obliged to pay the salvage reward, for only that part of the reward that relates to the goods salvaged.

If a contract of salvage was not concluded, the reward for the salvaged ship shall be paid by the shipowner, and the reward for the goods salvaged by the owner of the goods or the person entitled to dispose thereof.

Article 767

If a salvager has completed the salvage of a ship which, in itself or with its cargo, threatened to damage the marine environment but has not succeeded in earning a reward that would at least be equivalent to the special compensation stipulated by the second paragraph of Article 762 of this Act, the shipowner shall be bound to pay him a special compensation in the amount of the expenses incurred by him.

If, under conditions defined in the preceding paragraph, a salvager, by his own action, has prevented or diminished damage to the marine environment, the special reward due to the salvager from the shipowner may be increased by up to 30% of the expenses incurred by the salvager. The court may, if it finds it fair and legitimate and applying the criteria from the second paragraph of Article 762 of this Act, additionally increase the special reward to a maximum of 100% of the expenses incurred by the salvager.

The expenses for the salvage referred to in the first and second paragraphs of this Article should be understood to mean reasonable cash expenses incurred during the salvage and a fair amount for the equipment and crew actually and reasonably engaged in the salvage, taking into consideration the criteria set out in points 8, 9 and 10 of the second paragraph of Article 762 of this Act.

The entire special compensation under this Article shall be paid out only when and if this compensation is higher than the reward for salvage normally due to the salvager under Article 770.

If, through his own fault, a salvager fails to prevent or diminish damage to the marine environment, the court may reduce or withdraw the special compensation referred to in this Article.

The provisions of this Article shall not exclude or affect the possibility of the owner of the ship which put the marine environment in danger making a claim for recourse.

Article 768

At the request of the salvager, the person obliged to pay for the salvage under Article 766 of this Act shall be bound to provide adequate insurance for the claims of the salvager, including possible interest and the costs of the proceedings.

In addition to the personal liability referred to in the preceding paragraph, the shipowner and the owner of a salvaged ship shall be bound to take all reasonable measures to ensure that the owners of goods on board the ship or persons authorised to dispose thereof should provide adequate security for their liabilities to the salvager, inclusive of possible interest and the costs of proceedings.

Without the consent of the salvager, a salvaged ship and the goods therein may not be removed from the port or the place to which they have been brought immediately upon salvage until the salvager is given adequate security for his claims against them.

Article 769

The salvager may collect the amount of the reward or special compensation (Article 767 of this Act) as determined by the final decision directly from the insurance company which insured the ship and the goods therein.

Article 770

The net reward shall be the sum remaining after deducting the damage caused to the rescue ship during the salvage, and the expenses incurred through the salvage.

The crew of the rescue ship shall be entitled to a part of the net reward.

Article 771

Without the consent of the crew of the rescue ship, the salvager may not waive the part of the reward that belongs to the crew.

Article 772

If the shipowner of the rescue ship fails to bring an action for payment of the salvage within one year of the day salvaging was completed, each member of the crew of the rescue ship may file a claim against the shipowner of the salvaged ship for the part of the reward due to him.

Article 773

The provisions of this section of this Act relating to the reward for salvage shall also apply to salvage involving ships belonging to the same owner or shipowner.

Article 774

The statute of limitations for claiming the reward for salvage shall be two years from the day salvage was completed.

The statute of limitations for claims by members of the crew referred to in Article 772 of this Act shall be one year.

Upon the occurrence of a claim, the parties may agree in writing to extend the statutory time periods for action beyond those cited in the first and second paragraphs of this Article.

Section III – SALVAGING OF SUNKEN GOODS

Article 775

The provisions of this section of the act shall apply to the salvaging of vessels, floating objects and aircraft, their parts and cargo, and other objects (hereinafter: sunken goods) that have sunk or run aground in the territorial sea and internal waters of the Republic of Slovenia.

Article 776

The salvaging of goods that have sunk at, or shortly before, the beginning of salvage shall be subject to the provisions of this Act relating to salvage.

Article 777

Sunken goods may be salvaged by the person who owns them or has a right to dispose thereof in some other way (rightful claimant). Sunken goods may be salvaged with the permission of the Maritime Directorate of the Republic of Slovenia. In the permission for salvaging sunken goods, the Maritime Directorate of the Republic of Slovenia shall determine the conditions for the safety of navigation and the deadline for the start or end of the operation to salvage sunken goods.

The Maritime Directorate of the Republic of Slovenia or the maritime inspector may order that goods lying in a location where they hinder navigation or pose a pollution risk be salvaged, removed or destroyed immediately.

If the rightful claimant fails to act in accordance with the decision of the Maritime Directorate of the Republic of Slovenia or the maritime inspector, the Maritime Directorate of the Republic of Slovenia may, at the expense and risk of the rightful claimant, have the sunken goods removed from the place where they lie by itself or by its authorised agent.

Article 778

If the rightful claimant for the salvaging of sunken goods is not known to the Maritime Directorate of the Republic of Slovenia or the maritime inspector, or he is known to them but has no intention of salvaging the sunken goods, or if that party stops the salvaging for unjustified reasons or abandons a salvage operation in progress, another person authorised by the Maritime Directorate of the Republic of Slovenia may take over the salvaging.

It shall be considered that the known rightful claimant has no intention of salvaging sunken goods or that he has discontinued or abandoned the salvaging if he does not announce within 90 days that he intends to salvage the sunken goods, or does not start salvaging them within that time limit, or fails to resume the commenced or abandoned salvage operation without a valid reason.

It shall be considered that the unknown rightful claimant has no intention of salvaging sunken goods if, within the time limit set out in the preceding paragraph, he does not submit a request for salvaging and does not produce evidence of his right to salvage the sunken goods.

Article 779

If the salvaging of sunken goods requires special nautical and technical equipment and special skills, the rightful claimant without such equipment or skills may leave the salvaging of his sunken goods to another person.

Article 780

An authorised person who has started salvaging sunken goods under Article 778 of this Act may not, without good reason, temporarily halt or abandon the salvaging if the halting or abandonment of the works is likely to inflict damage on the rightful claimant.

Article 781

If sunken goods to which a person holds title are not salvaged within 10 years of the day of their sinking, such goods shall become the property of the State.

If the time of the sinking of a vessel or aircraft cannot be established, it shall be presumed that they sank on the day when the notice of them was last received. As for other goods, it shall be presumed that they sunk on the day their position in the sea was identified.

Article 782

The contractor who salvages sunken goods, pursuant to a decision of the Maritime Directorate of the Republic of Slovenia or the maritime inspector, shall be liable for the damage caused by the operations performed by him, unless he proves that, in spite of due care and attention, the damage could not have been avoided.

Unless otherwise agreed between the rightful claimant and the contractor, the provisions of the preceding paragraph shall also apply to sunken goods salvaged under a contract between the rightful claimant and the contractor.

The liability for damage caused by the salvaging of sunken goods in instances other than those cited in the first and second paragraphs of this Article shall rest with the contractor, unless he proves that the damage was occasioned by the rightful claimant or by a person for whom the latter is responsible.

Article 783

The contractor shall be entitled to payment for the salvaging of sunken goods.

The contractor shall not be entitled to payment for the salvaging of sunken goods if he undertakes the salvaging in spite of an explicit prohibition by the rightful claimant.

Unless the parties agree to the contrary, the payment for the salvaging of sunken goods may not exceed the value of the salvaged goods.

The limitation set out in the preceding paragraph shall not apply to payment for the salvaging, removal or destruction of sunken goods executed under the order of the competent authority mentioned in the second paragraph of Article 777 of this Act.

Article 784

Unless agreed otherwise, the contractor shall have a lien on the salvaged sunken goods as a security for the reward due to him for the salvaging and storage of the goods. He may hold the salvaged goods until the owner of the goods has effected payment.

Article 785

The statute of limitations for claims for payment for the salvaging, removal or destruction of sunken goods shall be three years from the day the salvaging, removal or destruction was carried out.

Article 786

If sunken goods are owned by a foreign person, the Maritime Directorate of the Republic of Slovenia or the maritime inspector shall be obliged to send their decision ordering the salvaging , removal or destruction of those goods to the minister responsible for foreign affairs.

Article 787

The salvaging of goods of military importance shall be subject to approval from the minister responsible for defence.

Permission to salvage sunken goods which have or are presumed to have the character of protected cultural values shall be issued by the minister responsible for culture.

Section IV - GENERAL AVERAGE

1. Common provisions

Article 788

The provisions of this section of this Act shall apply to the recovery of damage suffered through the general average by parties in a maritime venture.

The provisions of this section of this Act shall apply to ships, unless the parties have agreed otherwise, and to boats, if so agreed explicitly by the parties.

Article 789

The individual terms used in this section shall have the following meanings:

1. the general average shall be any intentional and rational extraordinary cost and any intentional and rationally inflicted damage caused by the shipmaster or his substitute in order to save the value of the property of the participants in the same maritime venture from a real danger that threatens them all;

2. a participant in a maritime venture shall be the owner of the ship, the shipowner and the person entitled to dispose of the cargo carried on board;

3. a maritime venture shall be the voyage of a ship from the beginning of the loading until the end of the unloading of the cargo of each individual participant;

4. contributory interest and values shall be the property whose value, under the provisions of this Act, is the criterion of contribution for compensation of damages or to a refund of the costs caused by the general average;

5. the amount to be made good shall be the damage or the costs caused by the general average which, under the provisions of this Act, are to be refunded from contributory interest and values;

6. the port of a completed joint venture shall be the port in which the last part of the cargo on board is unloaded during the general average.

Article 790

In accordance with the provisions of this Act, the damage and costs that constitute a general average shall be shared by all participants in the maritime venture in proportion to the value of property included in the contributory interest and values referred to in point 1 of Article 794 of this Act.

The shipmaster shall be obliged to submit a statement on the sustained average to the notary at the port of destination. The notary shall, in a notarial record, sum up the shipmaster's log of events during navigation; the shipmaster's liability for the damage caused shall be excluded from this.

The notary shall be obliged to enclose with the notarial record the extract from the ship's logbook for the days of the event which are the subject of the maritime accident report.

Article 791

Unless otherwise provided for by this Act or a contract between the parties, a general average shall be considered to include the sacrifices, damages and costs that are a direct or inevitable consequence of the general average, excluding only such sacrifices, damages and costs which, in universally accepted international maritime practice, are not considered as a general average.

The sacrifices, damages and costs which do not fall within the category referred to in the preceding paragraph shall nevertheless be recognised as a general average if, in universally accepted international maritime practice, they are treated as an accident.

Article 792

Any cost that is not by its nature a general average cost and which was disbursed in the place of another cost which, had it been spent, would have been recognised as a general average, shall be considered as a general average and recognised as such, irrespective of possible savings, but only up to the amount of the general average cost saved.

2. General average contribution

Article 793

The obligation to contribute to a general average shall be considered to exist even when damages or costs were caused through the fault of a participant in a maritime venture.

The provisions of the preceding paragraph shall not encroach upon the rights of a participant in a maritime venture who has contributed to the general average in relation to those responsible for the occurrence of damages or costs.

Article 794

Unless otherwise stipulated by this Act, it shall be considered that:

1. the contributory interest and values consists of the property saved by the general average, the value of the sacrificed property, and the reduced value of damaged property;

2. the general average allowance consists of the value or reduced value of damaged property sacrificed by the general average and of the costs considered as the general average, including the expenses for general average adjustment.

Article 795

Notwithstanding the provisions of the preceding Article, it shall be considered that:

1. objects for the personal use of the crew and passenger baggage for which no baggage receipt or bill of lading was issued do not make up part of the contributory interest and values;

2. the loss of or damage to jettisoned cargo which was loaded on board contrary to recognised practice, cargo loaded on board unbeknownst to the shipowner, and cargo marked erroneously on purpose do not make up part of the amount to be reimbursed.

If the cargo that has been saved was loaded without the knowledge of the shipowner or was erroneously marked on purpose, such cargo shall make up part of the contributory interest and values.

Article 796

Excluding costs, the value of the property included in the amount to be reimbursed and in the contributory interest and values shall be determined according to the value at the time when, and in the port where, the joint venture is concluded, unless otherwise stipulated by this Act.

The costs shall depend on their actual amount.

Article 797

Deductions according to the "new-for-old" principle shall not apply to the costs of repair of a ship which are included in the amount to be reimbursed in instances where old material or old parts are replaced by new ones, except where the ship is more than 15 years old, in which case one-third shall be deducted. Deductions shall depend on the age of the ship, which shall be counted as of 31 December of the year in which it was finished until the day of the general average, with the exception of insulation devices, rescue boats and similar vessels, communication and navigational devices and equipment, and machinery and boilers, for which deductions shall be determined according to the age of the parts to which the deductions refer.

Deductions shall only be counted from the price of the new material or new parts that have already been processed and are ready for incorporation in or installation on the ship.

There shall be no deductions for foodstuffs, supplies, anchors and anchor chains.

Dock and slipway taxes and charges and expenses for the moving of a ship shall be recognised in full.

The costs of cleaning, painting and coating the bottom of the ship shall not make up part of a general average, except where the bottom was painted or coated within one year prior to the general average, in which case half the costs shall be recognised.

In the event of temporary repairs, there shall be no deductions according to the "new-for-old" principle.

Article 798

In the event of the total loss of a ship, the sum included in the amount to be reimbursed shall be determined according to the estimated value of the ship in an undamaged condition, with the deduction of the estimated repair expenses for damage not included in the general average, and the deduction of possible proceeds from the sale of the wreck.

Article 799

The value of damaged cargo which is included in the general average shall be determined on the basis of the value of the cargo at unloading, established on the basis of a commercial invoice made out to the consignee. If such an invoice does not exist, the value shall be determined on the basis of the value at loading. Insurance costs and freight shall be included in the value of the cargo at loading, except where the risk of the loss of freight is assumed by persons with an interest in the cargo.

If cargo damaged in this way is sold, the damage shall be the difference between the net sale proceeds and net value of the cargo in an undamaged condition on the last day of unloading at the port of destination, or on the day of the conclusion of a maritime venture if that venture ends in some other port.

Notwithstanding the first paragraph of this Article, the damage to or loss of cargo whose value at loading was incorrectly declared as lower than the value set out in the first paragraph of this Article shall be determined according to the value so declared.

Article 800

If sacrificed goods are subsequently recovered, their value shall be determined on the basis of the market price effective on the day of salvage in the region in which they were salvaged, diminished by the necessary and useful expenses for the salvage.

The second paragraph of the preceding Article shall apply *mutatis mutandis* to the cargo referred to in the preceding paragraph.

Article 801

Included in the amount to be reimbursed shall be a 2% commission on general average expenses, except for the expenses for the salaries and maintenance of the crew and for propulsive fuel, lubricants and supplies not replenished during the voyage. If, however, the amounts required for these expenses are not obtained from any of the participants in a maritime venture but are acquired by the sale of the cargo, the cost incurred by the acquisition of the necessary amounts, or the loss suffered by the party entitled to dispose of the cargo that was sold for that purpose, shall be included in the amount to be reimbursed.

Article 802

Until the day of general average adjustment, a 7% annual interest shall be allowed on the amounts included in the amount to be reimbursed.

As of the day of general average adjustment, the creditor shall have a right to charge statutory default interest.

Article 803

The value included in the contributory interest and values shall be:

1. for a ship - the net value at the end of a maritime venture, determined without taking into account the more favourable or less favourable influence of a bareboat charter or time charter for that particular ship;

2. for cargo - the value according to the first paragraph of Article 779 of this Act, reduced by each loss or damage to the cargo before or after unloading;

3. for freight and fare - the amount of freight and/or fare reduced by all the expenses, including the salaries of the crew, which would not have been spent for freight or fare had the ship been completely lost when the general average occurred, and which were not recognised as a general average;

4. for the general average allowance - the amount established as stipulated by Articles 797 to 800 of this Act.

Additional expenses incurred in connection with the values that, under the general average, are included in the contributory interest and values shall be deducted from the value referred to in the preceding paragraph, except for those expenses that were recognised as general average.

If the cargo is sold before the place of destination, it shall contribute to the general average with the actual net proceeds from the sale. The sum recognised as the general average shall be added to this amount.

Article 804

The amount recognised as the general average for damage to or loss of the ship or its parts caused by a general average shall be:

1. in the event of a repair or replacement of parts - the actual reasonable cost of the repair or replacement or loss, with deductions as stipulated by Article 798 of this Act;

2. if no repair or replacement of parts was performed - a reasonably reduced value as a consequence of such damage or loss which does not exceed the estimated cost of repair.

If the ship is completely destroyed or the costs of the repair exceed the value of the repaired ship, the recognised general average shall be the difference between the estimated value of an undamaged ship, reduced by the repair costs that are not recognised under the general average, and the estimated value of the ship in damaged condition. If the ship is sold, this value may be determined on the basis of the net proceeds of the sale.

Article 805

The shipowner shall have the right to retain the cargo which, under Article 794 of this Act, forms part of the contributory interest and values until he is given security that the debtor will pay his contribution due to the general average.

The shipowner shall be obliged to retain the cargo or to procure adequate security for claims by other participants in a maritime venture, and to act with due care in protecting these interests.

If the shipowner does not abide by the provision of the preceding paragraph, he shall be obliged to pay part of the contribution which a general average creditor, according to the evidence he has produced, could not collect from the person entitled to dispose of the cargo.

The provisions of the first, second and third paragraphs of this Article shall not encroach on the right of the shipowner and other participants in a maritime venture to recover the paid-out amount from the rightful claimant to whom the cargo was delivered without his giving a security.

Article 806

A general average creditor who does not receive security that his claim will be settled shall be entitled to stop the ship and the cargo in order to collect his claims.

3. General average adjustment

Article 807

General average adjustment shall be performed by the general average adjuster (hereinafter: adjuster) in accordance with the provisions of this Act.

Article 808

The adjuster shall be a person qualified and authorised to perform general average adjustment.

Article 809

The shipowner shall have the right to appoint an adjuster for the adjustment of the general average until the expiry of the statute of limitations from Article 823 of this Act. He shall be obliged to inform the court mentioned in the second paragraph of Article 819 of this Act on the appointment of an adjuster within that period.

If, within 30 days of the arrival of the ship at the port of the concluded joint venture, the shipowner does not act as stipulated by the preceding paragraph, the participants in the maritime venture in which a general average has occurred shall, until the expiry of the statute of limitation, have a right to request the court to appoint an adjuster.

Each participant in the joint venture shall, within 10 days of the receipt of notification about the appointment of the adjuster, have the right to file a complaint against the appointment of the adjuster with the court referred to in the second paragraph of Article 819 of this Act. The court shall handle the complaint in accordance with the rules of civil procedure that apply to the disposition of complaints against the appointment of court experts.

Article 810

The adjuster shall work out a distribution basis for the general average adjustment.

Article 811

Each party to a general average adjustment procedure shall be bound to make available to the adjuster the documents and other evidence he requires.

Article 812

On receiving the documents referred to in the preceding Article, the adjuster shall work out the distribution basis for the general average adjustment.

If, within a period of 60 days or within a longer term set by the adjuster, a party does not provide him with the required information and documents, the adjuster shall prepare the distribution basis using the information available to him.

Article 813

The distribution basis shall consist of a list indicating the general average allowance and the contributory interest and values, the values of their individual items and their total value, the contribution percentage, and the amount payable by each participant in the venture as his contribution to the general average.

Each participant in a maritime venture in which a general average occurred shall be entitled to demand that the adjuster explain the segment of the distribution basis that refers to him.

Article 814

The distribution basis shall be delivered in as many copies as there are participants in the maritime venture.

If there are many participants in the maritime venture, the distribution basis shall only be delivered to the shipowner who appointed the adjuster, or to the participant who first requested the court to appoint the adjuster (second paragraph of Article 809 of this Act). In that case, the distribution basis shall be appended with extracts relating to individual participants in the maritime venture.

An extract from the distribution basis shall contain the sum total of the amount to be made good and the contributory interest and values, the contribution percentage, the value of the contribution due from the participant concerned, and the amount payable as his contribution to the general average.

Article 815

A participant in a maritime venture shall have the right, within 30 days of the day he received the distribution basis or the extract referred to in the second paragraph of the preceding Article, to raise objections to the distribution basis.

The distribution basis or the extract from the distribution basis shall contain a note indicating that the participant in the maritime venture has a right to complain in the sense of the preceding paragraph.

Article 816

The complaints shall be handled by the adjuster, after which the adjuster shall work out the final distribution basis as stipulated by Article 813 of this Act.

Article 817

The final distribution basis or its extract shall be delivered to the participants in the maritime venture, in accordance with Article 814 of this Act.

Article 818

If, within 30 days of the day of receipt of the final distribution basis or its extract, no participant in the maritime venture files with the court the complaint in accordance with Article 819 of this Act, the distribution basis shall become enforceable.

The adjuster and each participant in the maritime venture may ask the court to issue a certificate of enforceability of the final distribution basis.

Article 819

Participants in the marine venture shall have the right to file with the court complaints against the final distribution basis within 30 days of the date of receipt thereof.

The procedure to test the complaints against the final distribution basis shall be conducted by the court in Koper with subject matter jurisdiction.

The court shall assign the final distribution basis and the complaint of the participant to the notary.

The notary shall be obliged to conduct the procedure to test the complaint of the participant against the distribution basis at the hearing. The notary must summon the general average adjuster and all participants in the maritime venture to the hearing to test the complaint against the final distribution basis.

All the participants in the maritime venture are entitled to appear at the hearing and make statements concerning the complaints of individual participants. If a participant who lodged a complaint against the final distribution basis does not appear at the hearing, it shall be considered that he has waived his complaint.

The notary shall, at the hearing, present to the participants in the maritime venture the complaints against the final distribution basis which were filed in good time.

If, at the hearing to test the complaints, an agreement on the content of the final distribution basis or its disputed part is reached, the notary shall draw up a notarial protocol on the agreed final distribution basis or part thereof and the notarial protocol shall acquire an executory title.

If no full or partial agreement is reached between the participants of the maritime venture, the notary shall return the final distribution basis with the complaints and the notarial protocol concerning the test of complaints against the final distribution basis to the competent court.

The notary shall conduct the hearing even if none of the participants in the maritime venture appear at the hearing.

It shall be considered that the participants in the maritime venture who have not appeared at the hearing do not acknowledge the complaints by other participants.

Article 820

If, at the hearing to examine the complaints, no full or partial agreement of all the participants in the maritime venture is reached, the court shall, by means of a decision, instruct the party who lodged the complaint to bring an action, within 30 days of the day the decision is served, to establish that the complaint against the participant in the maritime venture whose rights are contested is justified.

If, within the time limit from the preceding paragraph, the party who filed the complaint does not act as instructed by the court or withdraws the complaint, it shall be considered that he has withdrawn the complaint.

At the request of any participant in a maritime venture, the court shall issue a certificate of enforceability for the undisputed segment of the final distribution basis, even before the judgement in the civil suit referred to in the second paragraph of this Article becomes final.

Article 821

The competent court for the disputes mentioned in the preceding Article shall be the court referred to in the second paragraph of Article 819 of this Act.

If, in the civil suit instituted under the second paragraph of the preceding Article, it is finally established that the complaints are not justified, the contested final distribution basis or a part thereof shall become enforceable.

If, in the civil suit mentioned in the second paragraph of the preceding Article, it is found that the complaints are justified in full or in part, the court referred to in the second paragraph of Article 819 of this Act shall, after the judgement has become final, work out a new distribution basis.

Within the framework of the procedure referred to in the preceding paragraph, it shall not be possible to enter pleas concerning the existence of a claim and the amount thereof, and concerning the contribution to the general average.

If the proposal for a new final distribution basis requires professional knowledge which the court cannot provide, the court may entrust the production of the document to an expert.

Article 822

In the general average adjustment procedure, a foreign shipowner may appoint as an adjuster a foreign natural person who, under the regulations of his country of domicile, is authorised for general average adjustment.

No revision shall be allowed in the procedure for the adjustment of the general average.

4. Statute of limitations

Article 823

The statute of limitations for claims for the payment of a general average contribution shall be one year from the day when the ship arrived at the last port of the joint venture during which the event on which the claim for the contribution from the general average is based occurred.

The limitation from the preceding paragraph shall be counted as of the day the shipowner appointed the adjuster, or as of the day some other participant in the maritime venture requested the court to appoint an adjuster in accordance with Article 809 of this Act, until the day the final distribution basis became final.

Section V - NON-CONTRACTUAL SHIPOWNER'S LIABILITY FOR DAMAGES

1. Common provisions

Article 824

The provisions of this section of this Act shall apply to damage inflicted by the ship on persons and goods outside it or on the environment (non-contractual liability for damage).

The provisions of this section of this Act shall not apply to collisions of ships or to nuclear damage.

Article 825

The provisions of this section of this Act shall apply to all vessels and to seaplanes.

The provisions of Articles 829 to 837 of this Act shall not apply to military vessels.

2. Liability for death and physical injury

Article 826

Liability for death and physical injury inflicted by the ship on bathers and other people in the sea shall be borne by the owner of the ship or the shipowner as well as the person who was in control of the ship at the time of the event if:

1. the death or physical injury occurred in a swimming beach area or an area in which navigation is forbidden, unless he proves that the victim caused the damage intentionally or through gross negligence;

2. death or physical injury occurred in the sea belt extending 150 metres from the coast which does not belong to the area specified in points 1, 3 and 4 of this paragraph, unless he proves that the cause of death or physical injury was *force majeure* or the fault of the dead or injured person;

3. death or physical injury occurred in a port, a port access, a usual sea lane, an area used exclusively for sports and similar navigation (rowing and sailing regattas, water-skiing, etc.), or an area more than 150 metres away from the coast, but not the area specified in point 4 of this paragraph, if it has been proven that the ship is to blame for the death or physical injury;

4. death or physical injury occurred in an area in which specific ways or means of navigation are forbidden (e.g. hydrofoils, water skis, excessive speed) if caused during navigation in a forbidden way or using forbidden means.

The minister shall propose the conditions on the basis of which the extent of the sea belt specified in point 2 of the preceding paragraph may be extended or reduced.

The owner of the ship and the shipowner shall not be liable in line with the first paragraph of this Article if they were unlawfully dispossessed of the ship.

In the instance referred to in the preceding paragraph, liability shall be borne by the person who was in charge of the ship and the person who took possession of it unlawfully.

3. Liability for damaged goods and environmental pollution

Article 827

The owner of the ship and the shipowner shall be liable for damage caused in an operational area of the coast, to breakwaters, port facilities, floating objects, underwater and other facilities in the port, and at sea, unless the damage was caused by the person managing such facilities.

Article 828

The owner of the ship and the shipowner shall be liable for the damage caused by a ship polluting the environment.

4. Liability for pollution from tankers carrying oil as cargo

Article 829

Liability for damage inflicted by spillages from an oil tanker of oil not intended for the propulsion of the ship shall be borne by the owner of the ship, unless it proves that the cause thereof was:

1. war, hostility, civil war, rebellion or an extraordinary, inevitable and uncontainable natural event;

2. exclusively an act or omission of another person with intent to cause damage;

3. exclusively an act or omission by authorised persons responsible for navigation safety in the discharge of their functions.

If the owner of the ship proves that blame for damage lies completely or partly with the injured party, the court shall absolve him completely or partly from responsibility for the damage suffered.

A claim for damages under the first paragraph of this Article may not be filed against members of the ship's crew or other persons working on behalf of the shipowner.

The provision of the preceding paragraph shall not encroach upon the right of recourse of the owner of the ship against the person who caused the damage.

Article 830

Where two or more ships spill oil or throw it overboard and it is impossible to ascertain the extent of damage done by each individual ship separately, they shall be held jointly and severally liable for the damage.

The provision of the preceding paragraph shall not encroach upon the provisions of the preceding Article.

Article 831

The shipowner may limit his liability for damage referred to in Article 829 of this Act up to the amounts specified in the second paragraph of this Article by setting up a limited liability fund for damage caused by ejected or spilt oil.

The shipowner may limit his liability for damage referred to in Article 829 of this Act to SDR 133 per case and tonnage of the ship with the aggregate amount not being allowed to exceed SDR 14 million.

The shipowner may not limit his liability for damage under the first and second paragraphs of this Article if the event that caused the damage occurred through his own fault.

Article 832

The shipowner may recover from the limited liability fund referred to in the preceding Article the costs he incurred voluntarily in order to avoid or reduce pollution of the environment.

Article 833

The determination of the tonnage of a ship pursuant to Article 831 of this Act shall be performed as specified in the fourth paragraph of Article 388 of this Act.

If the tonnage of the ship cannot be determined pursuant to the preceding paragraph, its tonnage, taking into consideration the provisions of Articles 829 to 837 of this Act, shall be taken to be 40% of the carrying capacity of the space for carrying oil as freight.

Pursuant to the preceding paragraph, one tonne of load capacity shall mean 1000 kg.

Article 834

The limited liability fund referred to in Article 831 of this Act may also be set up by an insurance company or some other party that provided security under Article 67 of this Act.

The setting-up of the fund according to the preceding paragraph shall have the same legal effect as the setting-up of the fund by the owner of the ship.

The fund referred to in the first paragraph of this Article may also be set up in cases where damage was inflicted through the fault of the owner of the ship, provided the rights of the injured party in relation to owners are not thereby affected.

Article 835

Action for damages caused by pollution may be brought directly against the insurance company or the party that provided the security referred to in the preceding Article.

The insurance company or the guarantor shall have the right to enter against the plaintiff any plea to which the owner of the ship would be entitled, with the exception of the plea of bankruptcy or liquidation.

Notwithstanding the preceding paragraph, the insurance company or the guarantor shall have the right to plead that the damage inflicted by pollution was caused by a deliberate act on the part of the owner of the ship.

The insurance company or the guarantor shall have the right to demand that the owner of the ship intervene in the proceedings.

Article 836

The task of distributing of a limited liability fund set up in the Republic of Slovenia shall lie within the exclusive competence of the District Court of Koper.

Article 837

The right to damages under Articles 829 to 836 of this act shall expire three years from the day the damage occurred.

The right to damages under Articles 829 to 836 of this Act shall expire if an action is not brought within six years of the event which caused the damage.

In the case of a recurring event, the 6-year period mentioned in the preceding paragraph shall start as of the day the event commenced.

3. Kenya

Proclamation by the President of the Republic of Kenya, 9 June 2005[1]

Annex
Kenya Gazette Supplement No. 55
22 July 2005
(Legislative Supplement No. 34)
Legal Notice No. 82

Whereas the Third United Nations Convention on the Law of the Sea recognizes the right of a coastal state to establish beyond and adjacent to its territorial sea, the exclusive economic zone, and to exercise thereon sovereign rights for the purposes of exploring, exploiting, conserving and managing the natural resources whether renewable or non-renewable, of the water column, sea-bed and subsoil.

And whereas, it is already recognized by the said convention that the extent of the area referred to as the exclusive economic zone, aforesaid, shall not exceed two hundred nautical miles measured from the same baseline as the territorial sea.

And whereas, it is necessary that a declaration be made establishing the extent of the said exclusive economic zone of the Republic of Kenya.

Now therefore, I, Mwai Kibaki, President and Commander-in-Chief of the Armed Forces of the Republic of Kenya, do declare and proclaim in accordance with the Constitution of the Republic of Kenya:

1. That notwithstanding any rule of law or any practice which may hitherto have been observed in relation to Kenya or the waters beyond or adjacent to the territorial Sea of Kenya, the Exclusive Economic Zone of the Republic of Kenya shall extend across the sea to a distance of two hundred nautical miles measured from the appropriate baseline from where the territorial sea is measured, as indicated in the map annexed to this Proclamation. Without prejudice to the foregoing, the Exclusive Economic Zone of Kenya shall:

    a. In respect of its southern territorial waters boundary with the United Republic of Tanzania be eastern latitude north of Pemba Island to start at a point obtained by the northern intersection of two arcs one from the Kenya Light-house at Ras Kigomasha.

    b. In respect of its northern territorial waters boundary with Somali Republic be on eastern latitude South of Diua Damascian Island being latitude 1°39’34” degrees south.

2. That this Proclamation replaces the earlier Proclamation by Kenya but shall not affect or be in derogation of the vested rights of the Republic of Kenya over the Continental Shelf as defined in the Continental Shelf Act, 1973.

3. All States shall, subject to the applicable laws and regulation of Kenya, enjoy in the Exclusive Economic Zone the freedom of navigation and over flight and of the laying of submarine cables and pipelines and other internationally lawful recognized uses of the sea related to navigation and communication.

[1] Text transmitted through note verbale dated 11 April 2006 from the Permanent Mission of the Republic of Kenya to the United Nations addressed to the Secretary-General of the United Nations. The text of the Presidential Proclamation was published in Kenya Gazette No. 55 of 22 July 2005 (Legal Notice No. 82 (Legislative Supplement No. 34)). The First and Second Schedules, together with the illustrative Map, constitute an adjustment to and are in replacement of the Proclamation made by the President of the Republic of Kenya on 28 February 1979.

4. That the scope and regime of the Exclusive Economic Zone shall be as defined in the Schedule attached to this Proclamation.

FIRST SCHEDULE

The area of the territorial waters of the Republic of Kenya extends to a point twelve international nautical miles from the straight baseline, hereinafter described as follows:

Diua Damasciaca	1°39’34.25344” S	41°34’44.19626” E
Kiungamwina Drying	1°46’39.55824” S	41°30’09.02159” E
Mwamba Haasani	2°07’04.15178” S	41°11’50.25051” E
Mwamba wa Punju	2°36’51.85347” S	40°37’01.06070” E
Ras Ngomeni	2°58’46.46191” S	40°14’24.69583” E
Leopard Reef	3°16’18.11141” S	40°09’42.26120” E
Jumba la Mtwana	3°56’23.60363” S	39°47’18.81358” E
Leven Reef	4°03’03.42975” S	39°43’21.75929” E
Chale Reef	4°27’37.64311” S	39°32’01.50853” E
Mwamba Kitungamwe	4°48’25.43385” S	39°21’32.85192” E

SECOND SCHEDULE

The Exclusive Economic Zone of the Republic of Kenya is the area described by the following points and 200 nautical miles wide as measured from the baseline.

Diua Damasciaca	1°39’34.253” S	41° 34’44.196” E
E- Diua Damasciaca	1°39’36.000” S	44°54’47.520” E
E- Diua Damasciaca	1°39’36.000” S	44°54’47.520” E
E-A	2°39’36.000” S	44°43’19.092” E
E-B	3°39’36.000” S	44°15’13.896” E
E-C	4°40’53.004” S	43°20’36.204” E
T-C	4°40’55.740” S	39°36’30.240” E
T-B	4°40’52.000” S	39°36’18.000” E
T-A	4°49’56.000” S	39°20’58.000” E
B-MK	4°49’51.636” S	39°20’59.244” E

The baseline is as described under the First Schedule.

Signed and sealed with the Public Seal for the Republic of Kenya at Nairobi this 9th day of June, two thousand and five.

Mwai Kibaki

President of the Republic of Kenya

4. Italy

Law 61 on the Establishment of an ecological protection zone beyond the outer limit of the territorial sea[1]
8 February 2006

The Chamber of Deputies and the Senate of the Republic of Italy have approved; and

The President of the Republic promulgates

The following law:

Article 1
Establishment of an ecological protection zone and the setting of outer limits

1. In conformity with the provisions of the United Nations Convention on the law of the sea, with its annexes and final act, made at Montego Bay on 10 December 1982, and with the agreement to apply part XI of the Convention, with its annexes, made in New York on 29 July 1994, ratified and made operative pursuant to law 689 of 2 December 1994, the establishment o fan ecological protection zone is hereby authorized starting from the outer limits of Italy's territorial sea and going as far as the limits determined pursuant to paragraph 3.

2. The establishment of the ecological protection zone will be provided for by decree of the President of the Republic, after the deliberation of the Council of Ministers, upon the proposal by the Minister of the Environment and Protection of the Territory in concert with the Minister of Foreign Affairs, having consulted the Minister of Cultural Assets and Activities, to be conveyed, under the responsibility of the Ministry of Foreign Affairs, to the states whose territory is adjacent to or facing Italian territory.

3. The outer limits of the ecological protection zone are determined on the basis of agreements with the states involved, as per paragraph 2. Until the date that said agreements enter into effect, the outer limits of the ecological protection zones follow the outline of the median line, each point of which is equidistant from the closest points on the base lines of the Italian territorial sea and of the state involved, as per paragraph 2.

Article 2
Application of the law inside the ecological protection zone

1. In the framework of the ecological protection zone established pursuant to article 1, Italy exercises its jurisdiction in the area of protection and conservation of the marine environment, including the archeological and historic heritage, in compliance with the provisions of the aforementioned United Nations Convention on the Law of the Sea and the 2001 UNESCO Convention on the protection of the underwater cultural heritage, adopted in Paris on 2 November 2001, since the date of its entry into effect in Italy.

2. Inside the ecological protection zone the norms of Italian law, European Union law, and international treaties in effect in Italy for the prevention and repression of all types of marine pollution, including pollution from ships and water ballast, pollution from the sinking of trash, pollution from exploration activities and the exploiting of the sea bed, and pollution of atmospheric origin, will be applied also to ships flying foreign flags and persons of foreign nationality.

3. The current law does not apply to fishing activities.

The current law, provided with the state seal, will be inserted into the official collection of laws of the Italian Republic. It is required for everyone to observe it and to see that it is observed as a law of the state.

Rome, 8 February 2006
Ciampi
Berlusconi, President of the Council of Ministers
Matteoli, Minister of the Environment and the Protection of the Territory

[1] Original: Italian. English translation provided by Italy. Texts transmitted through note verbale dated 12 May 2006 from the Permanent Mission of Italy addressed to the Secretariat of the United Nations.

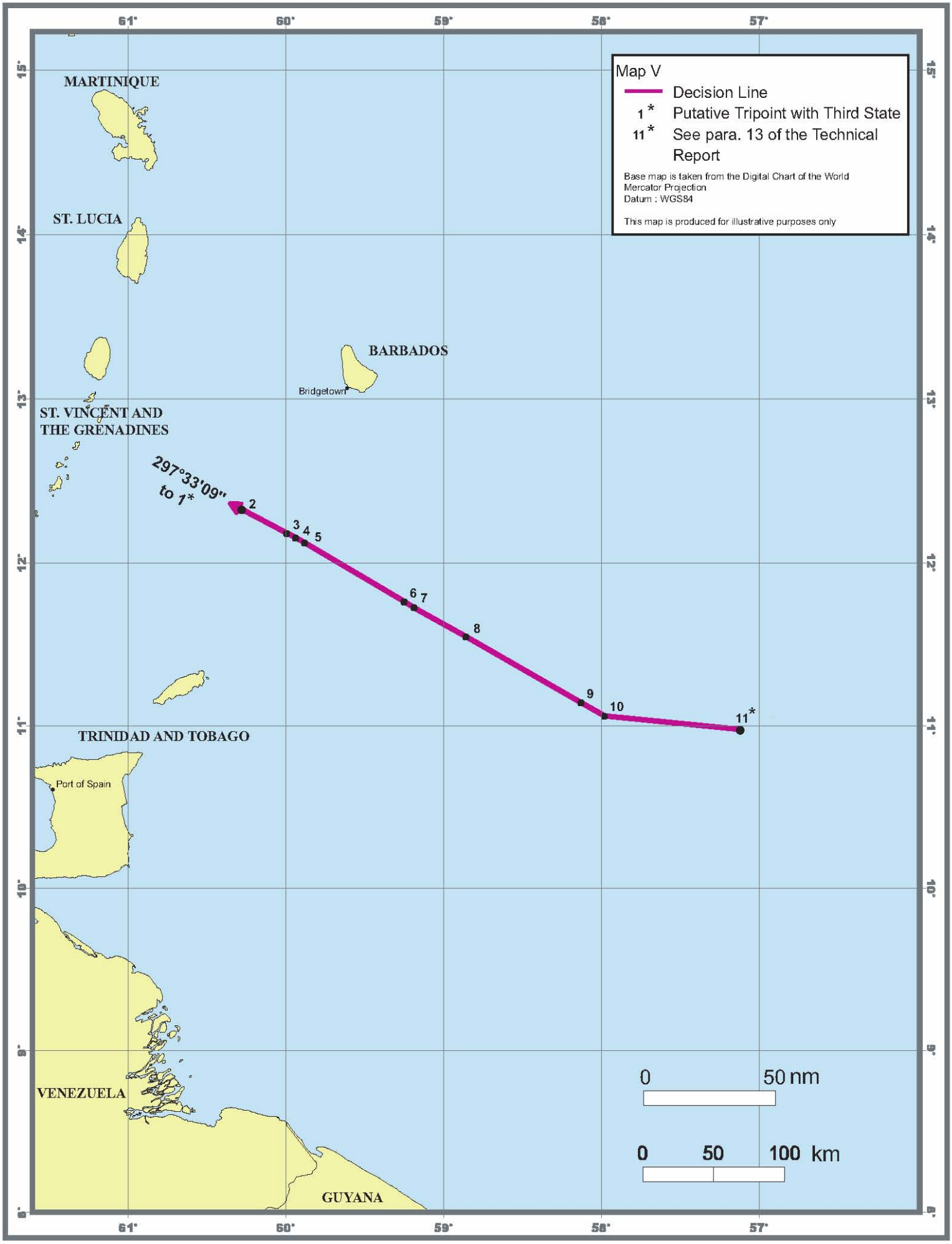
B. Dispositif of the Award of the Arbitral Tribunal Constituted pursuant to article 287, and in accordance with Annex VII, of the United Nations Convention on the Law of the Sea in the Matter of an Arbitration between Barbados and the Republic of Trinidad and Tobago, 11 April 2006[1]

"380. […], [t]he Tribunal concludes that the maritime boundary between Barbados and Trinidad and Tobago shall run as depicted in the map on the [facing page]. Map V is illustrative of the line of maritime delimitation; the precise, governing coordinates are set forth below and are explicated in the Appendix to the Award.

"381. The verbal description of the maritime boundary is as follows. The delimitation shall extend from the junction of the line that is equidistant from the low water line of Barbados and from the nearest turning point of the archipelagic baselines of Trinidad and Tobago with the maritime zone of a third State that is to the west of Trinidad and Tobago and Barbados. The line of delimitation then proceeds generally south-easterly as a series of geodetic line segments, each turning point being equidistant from the low water line of Barbados and from the nearest turning point or points of the archipelagic baselines of Trinidad and Tobago until the delimitation line meets the geodetic line that joins the archipelagic baseline turning point on Little Tobago Island with the point of intersection of Trinidad and Tobago's southern maritime boundary, as referred to in paragraph 374 above[2], with its 200 nm EEZ limit. The boundary then continues along that geodetic line to the point of intersection just described.

[1] Source: http://www.pca-cpa.org/. The full text of the award is available on that site.

[2] Note of the editor: Para. 374 stipulates, *inter alia, ...* "This point, described in the Tribunal's delimitation line as "11", has an approximate geographic coordinate of 10° 58.59'N, 57° 07.05'W." …


Map V
Decision Line
1* Putative Tripoint with Third State
11* See para. 13 of the Technical Report
Base map is taken from the Digital Chart of the World
Mercator Projection
Datum : WGS84
This map is produced for illustrative purposes only
61°
60°
59°
58°
57°
15°
14°
13°
12°
11°
10°
9°
8°
MARTINIQUE
ST. LUCIA
BARBADOS
Bridgetown
ST. VINCENT AND THE GRENADINES
297°33'09" to 1*
2
3
4
5
6
7
8
9
10
11*
TRINIDAD AND TOBAGO
Port of Spain
VENEZUELA
GUYANA
0 50 nm
0 50 100 km

"382. The coordinates of the delimitation line are as follows.

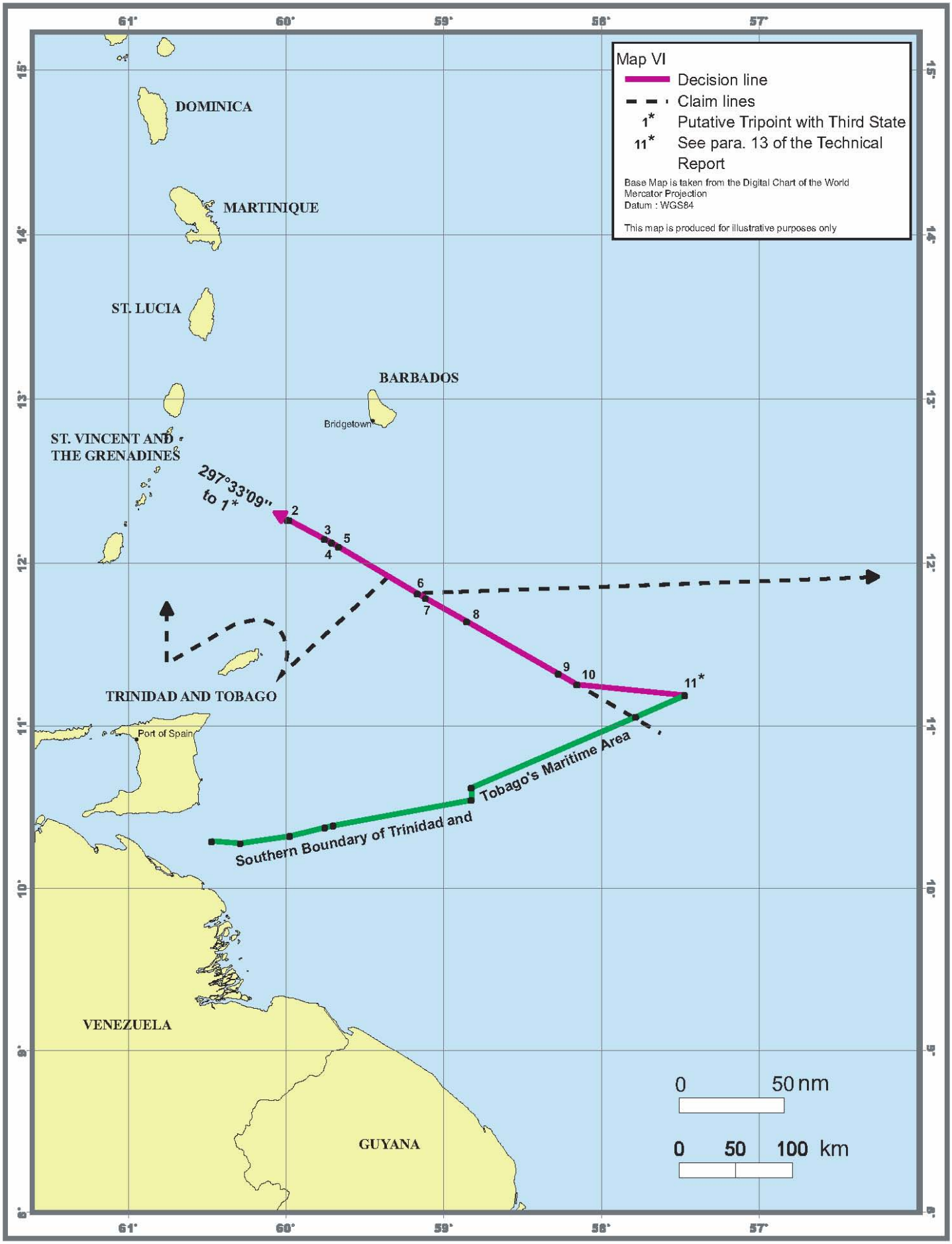
1. The delimitation line is a series of geodetic lines joining the points in the order listed:
2. 12° 19.56'N, 60° 16.55'W
3. 12° 10.95'N, 59° 59.53'W
4. 12° 09.20'N, 59° 56.11'W
5. 12° 07.32'N, 59° 52.76'W
6. 11° 45.80'N, 59° 14.94'W
7. 11° 43.65'N, 59° 11.19'W
8. 11° 32.89'N, 58° 51.43'W
9. 11° 08.62'N, 58° 07.57'W
10. 11° 03.70'N, 57° 58.72'W
11. Point #11 is the junction of Trinidad and Tobago's southern maritime boundary with its 200 nm EEZ limit, which has an approximate geographic coordinate of: 10°58.59'N, 57°07.05'W (reference is made to paragraph 13 of the attached Technical Report of the Tribunal's Hydrographer).

2. The delimitation line extends from Point #2 listed above, along the geodetic line with an initial azimuth of 297° 33'09" until it meets the junction with the maritime zone of a third State, that junction point being Point #1 of this Decision.

3. The geographic coordinates and azimuths are related to the World Geodetic System 1984 (WGS-84) geodetic datum.

4. Geographic coordinate values have been rounded off to 0.01 minutes at the request of the Parties to reflect the accuracy of the points along the low water line and of the turning points of the archipelagic baselines.

"383. For the sake of a fuller understanding of the import of the Tribunal's Award, the map [facing] (Map VI) shows the relevant lines, including that of the southern maritime boundary of Trinidad and Tobago as described in paragraph 6 of the Technical Report accompanying this Award.


Map VI
Decision line
Claim lines
1* Putative Tripoint with Third State
11* See para. 13 of the Technical Report
Base Map is taken from the Digital Chart of the World
Mercator Projection
Datum : WGS84
This map is produced for illustrative purposes only
DOMINICA
MARTINIQUE
ST. LUCIA
BARBADOS
Bridgetown
ST. VINCENT AND THE GRENADINES
297°33'09" to 1*
2
3
4
5
6
7
8
9
10
11*
TRINIDAD AND TOBAGO
Port of Spain
Tobago's Maritime Area
Southern Boundary of Trinidad and
VENEZUELA
GUYANA
0 50 nm
0 50 100 km
61°
60°
59°
58°
57°
15°
14°
13°
12°
11°
10°
9°
8°

"DISPOSITIF

"384. For the reasons stated in paragraphs 188-218 of this Award, the Tribunal holds that it has jurisdiction in these terms:

(i) it has jurisdiction to delimit, by the drawing of a single maritime boundary, the continental shelf and EEZ appertaining to each of the Parties in the waters where their claims to these maritime zones overlap;

(ii) its jurisdiction in that respect includes the delimitation of the maritime boundary in relation to that part of the continental shelf extending beyond 200 nm; and

(iii) while it has jurisdiction to consider the possible impact upon a prospective delimitation line of Barbadian fishing activity in waters affected by the delimitation, it has no jurisdiction to render a substantive decision as to an appropriate fisheries regime to apply in waters which may be determined to form part of the Trinidad and Tobago's EEZ.

"385. Accordingly, taking into account the foregoing considerations and reasons,

"The Tribunal Unanimously Finds That

1. The International Maritime Boundary between Barbados and the Republic of Trinidad and Tobago is a series of geodetic lines joining the points in the order listed as set forth in paragraph 382 of this Award;

2. Claims of the Parties inconsistent with this Boundary are not accepted; and

3. Trinidad and Tobago and Barbados are under a duty to agree upon the measures necessary to co-ordinate and ensure the conservation and development of flyingfish stocks, and to negotiate in good faith and conclude an agreement that will accord fisherfolk of Barbados access to fisheries within the Exclusive Economic Zone of Trinidad and Tobago, subject to the limitations and conditions of that agreement and to the right and duty of Trinidad and Tobago to conserve and manage the living resources of waters within its jurisdiction.

Done in The Hague, this 11th day of April 2006"

Judge Stephen M. Schwebel, President
Mr Ian Brownlie CBE QC
Professor Vaughan Lowe
Professor Francisco Orrego Vicuña
Sir Arthur Watts KCMG QC

APPENDIX
Technical Report of the Tribunal's Hydrographer
David H. Gray, M.A.Sc., P.Eng., C.L.S.

"1. The geographic coordinates of the pertinent points along the Low Water Line of the coast of Barbados are:

Barbados	1	B1	13°04'41.24542"N,	59°36'48.90963"W
Barbados	2	B2	13°04'31.57388"N,	59°36'25.42871"W
Barbados	3	B3	13°02'46.75981"N,	59°31'55.69412"W
Barbados	4	B4	13°02'40.24680"N,	59°31'37.86967"W
Barbados	5	B5	13°02'40.05335"N,	59°31'37.24482"W
Barbados	6	B6	13°02'40.21456"N,	59°31'36.25823"W
Barbados	7	B7	13°02'46.21169"N,	59°31'07.18662"W
Barbados	8	B8	13°03'08.29753"N,	59°30'14.79852"W
Barbados	9	B9	13°03'08.78115"N,	59°30'14.10790"W
Barbados	10	B10	13°05'00.20132"N,	59°27'47.69746"W
Barbados	11	B11	13°05'11.90349"N,	59°27'34.34557"W

These geographic coordinates were provided by the Parties, with agreement, and were stated to be related to World Geodetic System 1984 (WGS-84).

"2. The geographic coordinates of the pertinent turning points of the Trinidad and Tobago archipelagic baseline system are:

Trinidad 1 T1 11°17'45.49028"N, 60°29'33.99944"W
Trinidad 2 T2 11°21'34.49088"N, 60°30'46.02075"W
Trinidad 3 T3 11°21'45.49173"N, 60°31'31.00940"W
Trinidad 4 T4 11°20'03.49398"N, 60°38'36.00089"W

These geographic coordinates were provided by the Parties, with agreement, and were stated to be related to World Geodetic System 1984 (WGS-84).

"3. The turning points along the equidistance line between Barbados and Trinidad and Tobago are:

Point	From	From	From	Latitude	Longitude
A.	T4	T3	B1	12°38'53.80651"N,	60°54'22.44157"W
B.	T3	T2	B1	12°19'33.70864"N,	60°16'33.00194"W
C.	T2	B1		12°13'09.28660"N,	60°03'52.68858"W
D.	T2	B1	B2	12°10'57.11540"N,	59°59'31.68810"W
E.	T2	B2	B3	12°09'12.13386"N,	59°56'06.33455"W
F.	T2	B3	B4	12°07'19.07138"N,	59°52'45.59547"W
G.	T2	B4	B5	12°05'41.88429"N,	59°49'54.18423"W
H.	T2	B5	B6	11°48'07.35321"N,	59°19'00.16556"W
I.	T2	B6	B7	11°45'48.23439"N,	59°14'56.37611"W
J.	T2	T1	B7	11°43'38.75334"N,	59°11'11.23435"W
K.	T1	B7	B8	11°32'53.69120"N,	58°51'26.05872"W
L.	T1	B8	B9	11°08'37.26750"N,	58°07'34.14883"W
M.	T1	B9	B10	10°59'42.54270"N,	57°51'32.71969"W

"4. Since Point "C" is on the geodetic line between Points "B" and "D", Point "C" can be excluded as a turning point of the delimitation line. Similarly, since Points "G" and "H" are within 1 metre of the geodetic line between Points "F" and "I", Points "G" and "H" can be excluded as turning points of the delimitation line.

"5. The geodetic azimuth from Point "B" towards Point "A" is 297° 33'08.97".

"6. The Trinidad and Tobago/Venezuela Agreement establishing the maritime boundary between the two countries defines geographic coordinates in terms of the 1956 Provisional South American Datum.[1] Points 1 through 22 are described by latitudes and longitudes on that datum. However Point "21-a" is defined as being on an azimuth of 67° from Point 21 and on the outer limit of the Exclusive Economic Zone. Geodetic azimuth is assumed, since all lines are described as being geodesics. The Agreement does not state which State's EEZ is being referred to in the definition of point "21-a".

"7. The conversion of the geographic coordinates of Points 21 and 22 from 1956 Provisional South American Datum to WGS 84 was done using the mathematical constants for the standard Molodensky formulae given by the "Users' Handbook on Datum Transformations Involving WGS-84".[2] The 1956 Provisional South American Datum coordinates and the resulting transformed coordinates are:

21. 10° 16'01"N, 58° 49'12"W 1956 PSAD
22. 11° 24'00"N, 56° 06'30"W 1956 PSAD
21. 10° 15'49.82297"N, 58° 49'17.35061"W WGS 84
22. 11° 23'48.99715"N, 56° 06'34.89543"W WGS 84

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[1] Treaty between the Republic of Trinidad and Tobago and the Republic of Venezuela on the delimitation of marine and submarine areas, 18 April 1990, *reprinted in The Law of the Sea – Maritime Boundary Agreements (1985-1991)* pp. 25-29 (Office for Ocean Affairs and the Law of the Sea, United Nations, New York 1992).

[2] *Users' Handbook on Datum Transformations Involving WGS 84*, International Hydrographic Organization, Special Publication No. 60 (Monaco, 3rd ed. July 2003).

"8. The approximate location of the relevant point on the Venezuela low water line, taken from British Admiralty chart 517,[3] which is based on WGS 84, that is used to construct the EEZ of Venezuela in the vicinity of the Trinidad and Tobago/Venezuela Agreement Line is 8° 31'N, 59° 58'W.

"9. The intersection of the EEZ of Venezuela and the geodetic line from Point 21 which has an initial azimuth of 67° is at: Point 21-a 10°48'43.05918"N, 57°30'32.28158"W.

"10. The geodetic azimuth from Point 21-a to 22 is 66°55'25.876".

"11. The intersection of the 200 nautical mile EEZ limit of Trinidad and Tobago and the geodetic line from Point 21-a which has an initial geodetic azimuth of 66° 55'25.876"is at:
T 10°58'35.53602"N, 57°07'02.73864"W.

"12. The point of intersection of the geodetic line from Point "T" to the archipelagic baseline turning point on Little Tobago Island (Point T1 in paragraph 2, above) which is equidistant from the low water line of Barbados and from archipelagic baseline turning point on Little Tobago Island is at:
S 11°03'42.14967"N, 57°58'43.22048"W.

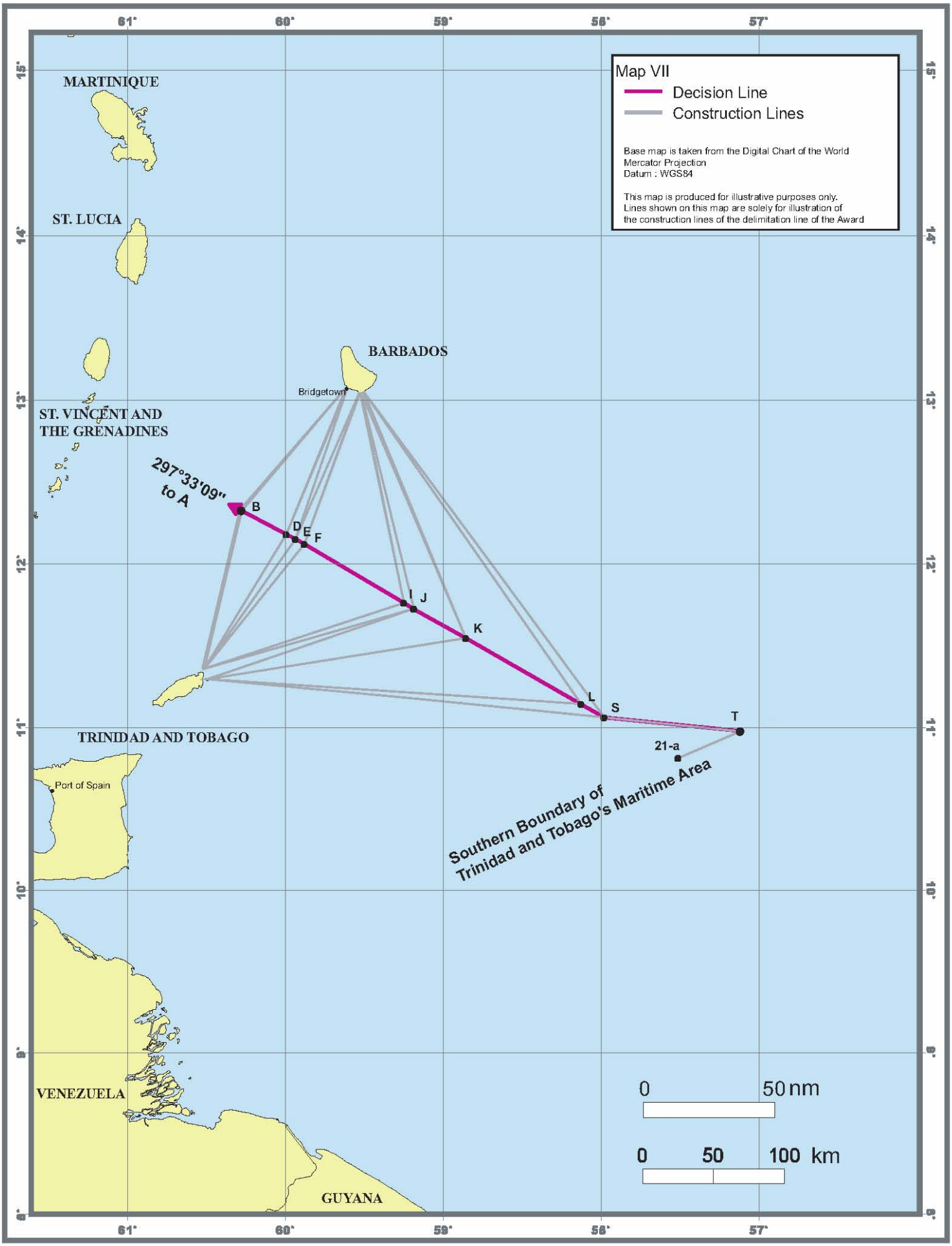
"13. Because Trinidad and Tobago's southern maritime boundary lacks a precise technical definition, the inexactitude of the mathematical conversion from 1956 Provisional South American Datum to WGS-84 particularly offshore, and limited precision of a small-scale nautical chart, the geographic coordinate of Point "T" must be regarded as approximate until such definition is precisely established.

"14. Because the Parties asked that the coordinates used in the Dispositif be expressed in 0.01 minutes of arc of Latitude and Longitude, and because selected points have now been omitted, the correlation of points in this Technical Report and the Dispositif are interrelated in the following table:

Decision Point	Technical Report Pt.	Latitude	Longitude
2.	B	12° 19.56'N	60° 16.55'W
3.	D	12° 10.95'N	59° 59.53'W
4.	E	12° 09.20'N	59° 56.11'W
5.	F	12° 07.32'N	59° 52.76'W
6.	I	11° 45.80'N	59° 14.94'W
7.	J	11° 43.65'N	59° 11.19'W
8.	K	11° 32.89'N	58° 51.43'W
9.	L	11° 08.62'N	58° 07.57'W
10.	S	11° 03.70'N	57° 58.72'W
11.	T	10° 58.59'N (approx)	57° 07.05'W (approx.)

See also Map VII, [facing]."

[3] British Admiralty Chart 517, "Trinidad to Cayenne", Scale 1:1,500,000, Taunton, UK, 6 March 2003, corrected for Notices to Mariners up to 4715/05.


Map VII
Decision Line
Construction Lines
Base map is taken from the Digital Chart of the World
Mercator Projection
Datum : WGS84
This map is produced for illustrative purposes only.
Lines shown on this map are solely for illustration of
the construction lines of the delimitation line of the Award
MARTINIQUE
ST. LUCIA
BARBADOS
Bridgetown
ST. VINCENT AND
THE GRENADINES
297°33'09"
to A
B
D
E
F
I
J
K
L
S
T
21-a
TRINIDAD AND TOBAGO
Port of Spain
Southern Boundary of
Trinidad and Tobago's Maritime Area
VENEZUELA
GUYANA
0
50 nm
0
50
100 km
61°
60°
59°
58°
57°
15°
14°
13°
12°
11°
10°
9°
8°

III. OTHER INFORMATION

Caribbean Conference on Maritime Delimitation
3rd Plenary Meeting, Mexico City, Federal District, 27 and 28 September 2005[1]

Final Minutes of the Plenary Meeting

The working sessions of the Third Plenary Meeting of the Caribbean Conference on Maritime Delimitation were initiated on September 27, at 9.30 a.m. at the Sala Magna of the Mexican Chancellorship in Tlatelolco, Mexico, Federal District, and ended on September 28 at 2:00 p.m. The Accreditation Committee reported the assistance of 72 delegates from 24 delegations, including a representative of the United Nations Division for Ocean Affairs and the Law of the Sea (DOALOS), and the Secretary General of the Pan-American Institute of Geography and History. As in previous years, the Delegation of the Republic of El Salvador was accredited in its character as observer. Likewise, of the Countries listed in Annexes I and II of the Regulation, 18 delegations were accredited as participants and six as observers.

I. The work of the Third Plenary Meeting was formally opened by Dr. Miguel Hakim Simón, Deputy Secretary for Latin America and the Caribbean of the Mexican Chancellorship. At the end of the opening ceremony, the acting Chairman of the Conference (Ambassador Alberto Székely) submitted the Agenda and proposed that the Plenary Meeting take a break so that consultations could be carried out for the Countries to elect new Conference Board. At the end of these consultations, the election of the Chairman, Deputy Chairmen, and Rapporteur of the Conference took place. The Board was established in the following way:

Chairman: Prof. Stephen Vascianne (Jamaica)
Deputy Chairman: Ambassador Carlos Michelén (Dominican Republic)
Deputy Chairman: Lic. Yaneth Santamaria Tapia (Panama)
Rapporteur: Ambassador Rolando Palomo (Guatemala)
Executive Secretary: Guillaume Michel (Mexico)

Once the Board was established, several delegations acknowledged Ambassador Székely's leadership.

II. The Negotiations Registration Table was established by the Chairman, who invited the Countries to register the pending maritime delimitations. The delegations of Honduras and Belize stated that they were considering the possibility of registering a maritime delimitation between both countries in the Conference Registry.

III. Further, the Delegation of Mexico submitted to the consideration of the Conference members a modification proposal to articles 2, 3, and Annexes of the Conference. Since several delegations made comments to the proposal, the Chairman proposed to postpone the discussion of this issue for the following day, giving the Countries opportunity to make the corresponding consultations. On September 28, the topic was revisited in the plenary meeting. It was decided that this topic will be analyzed in the next Plenary Meeting of the Conference.

IV. Further, the Executive Secretary read his report on the works performed by the Conference in recent years. In his report (Document CONFCARIBE/P3/SE/Info), the Executive Secretary made reference to the works of the first and second plenary meetings of the Conference, as well as the advancement in matters such as registration of delimitation negotiations, issues related to the Assistance Fund and the List of Independent Technical Experts.

V. At the end of the report of the Executive Secretary, the Delegations of Mexico and Honduras made a joint presentation on the advances in the delimitation process, initiated in 2003, which resulted in the execution of a maritime delimitation agreement between both Governments in April 2005.

VI. Later on, Professor Philippe Sands of the University College London, presented a keynote lecture in which he highlighted the benefits to countries of achieving maritime delimitation through negotiation. He elaborated on the various methods available for dispute solution, making specific reference to the maritime delimitation issue.

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[1] CONFCARIBE/PB/Final Minutes. Original: Spanish. September 28, 2005. Text transmitted through note verbale dated 15 June 2006 from the Permanent Mission of Mexico to the United Nations addressed to the Division for Ocean Affairs and the Law of the Sea. English and French translations were also provided.

VII. In the evening of Tuesday 27th, the Navy Secretariat of Mexico gave a detailed presentation about specific aspects related to hydrography, cartography, and oceanography, underscoring the importance that hydrography has for the efficient ocean management as well as for maritime delimitation.

VIII. On Wednesday 28th, the plenary meeting started with a presentation given by the representative of DOALOS. This presentation mainly focused on the operation of the Assistance Fund of the Conference, particularly on the importance that applications for financial assistance for the participation of delegates be filled with enough time to avoid delays in obtaining assistance. Moreover, the representative of DOALOS asked delegations to keep in mind that cancellations or changes in the applications represented management costs for the UN, and have consequences on the Assistance Fund. Different issues related to the Assistance Fund were brought up by the delegations which coincided that it was necessary to prepare a document on the different manners for the States to request and obtain financial assistance.

IX. Further on, the delegations of Belize and Mexico shared the progress achieved in the delimitation process launched by both countries in the year 2002. Even though a final agreement has not been reached yet, the works are already well-advanced.

X. At the end of the presentation, the Plenary Meeting acknowledged the transparency of the presentations made by the Delegations of Belize and Mexico, and Honduras and Mexico. It was also noted that these presentations were made notwithstanding the rights of third States.

XI. As the final issues on the agenda, the future of the Conference and other issues were analyzed, which raised discussion among the delegations on the proposal for the modification of the Regulations presented by Mexico, the celebration of the next plenary meeting and the statute of the Chairman, Deputy Chairmen and Rapporteur of the Conference, derived from a proposal by the Dominican Republic.

After all the issues were developed, the Plenary Meeting determined:

I. To approve the Executive Secretary Report on the work of the conference, attached herein.

II. To invite interested Countries in hosting the next plenary meeting of the Conference to present their candidacy to the Executive Secretary before December 2005. In this regard, Mexico expressed its willingness to organize the forthcoming meeting, as host country.

III. To request the Executive Secretary to call for the next ordinary Plenary Meeting preferably in September 2006, attaching all documents to be analyzed during the meeting.

IV. To include as an issue for the next meeting agenda the method used by the Assistance Fund to grant financial assistance to the countries that so requested it.

V. To include as an issue for the next meeting agenda the possibility that documents prepared by the delegations be distributed with the assistance of the Executive Secretary.

VI. To include as an issue for the next meeting agenda the review of Article 2 and Annexes of the Regulations.

VII. To include as an issue for the next meeting agenda the proposal of granting privileges and immunities to the Chairman, the Deputy Chairmen, Rapporteur and Executive Secretary.

VIII. To modify Article 3, paragraph 2, of the Regulations, to substitute the reference to Article 2, for a reference to Article 4.

Tlatelolco, Mexico City, 28 September 2005.

Executive Secretary Report[2]

I. BACKGROUND

The Caribbean Conference on Maritime Delimitation (CCDM, for its acronym in Spanish) was established in 2002. In that year, two meetings were held: the preparatory Meeting, where the bases for the Conference were set, and the First Plenary Meeting, from May 6 to 9, 2002, at the Ministry of Foreign Affairs in Mexico. Twenty-four countries and 4 international organizations were present on that occasion. The second plenary meeting was held in Mexico City on October 13 and 14, 2004, with the participation of 21 delegations and the United Nations Organization.

During the First Meeting, the Plenary Assembly adopted the Conference Regulation, established the Assistance Fund and the Conference Registry of Negotiations on Delimitation, and took note of the list of independent technical experts prepared by the United Nations Division for Ocean Affairs and the Law of the Sea (DOALOS).

In the Second Meeting, the participating Countries continued with the works of the plenary Meeting and discussed issues concerning the Assistance Fund, the Registry of Negotiations, and other issues associated with maritime delimitation.

Although the agreement had been reached to hold a Third Plenary Meeting of the Conference throughout 2004, various circumstances prevented this from being possible. Therefore, both the Chairman and the Executive Secretary of the conference jointly agreed that it would be held on any future date.

II. REGISTRY OF NEGOTIATIONS, ASSISTANCE FUND, AND LIST OF TECHNICIANS

Pursuant to Article 1 of the Regulations, the Conference mandate consists of "facilitating, mainly through technical assistance, the voluntary negotiations for the maritime delimitation among the Caribbean coast nations, under the principle that this negotiation can be carried out when and in the form freely agreed upon by the parties, under the terms accepted by them and without any external intervention". In other words, the Conference seeks to promote, through technical assistance, the maritime delimitation among the Caribbean coast nations, in the understanding that the negotiations shall be on a voluntary basis and they shall be governed by the non-interference principle. By virtue of this, the conference acquired the instruments necessary for it to become a fully operational forum that enables it to achieve its objectives.

l. Registry of Negotiations

Pursuant to Article 14 of the Conference Regulation, and in accordance with the decision of the First Plenary Meeting, in May 2002 the Registry of Negotiations on Delimitation was deemed established, in which the Nations that so desire can register their negotiations. This action shall not imply any obligation in terms of results, the understanding being that said registration is independent from the fact that the negotiation process is performed within the framework of a different forum.

So far, the registry has two delimitation negotiations registered: the first one between Belize and Mexico (May 2002), which is in an advanced negotiation stage, and the second one between Honduras and Mexico (July 2003), which resulted in a Treaty executed by both governments in April of the current year.

Considering that the registration in the Conference Registry facilitates technical assistance provision, the Executive Secretary encourages the Participating Countries that deem it convenient, to start contacts oriented to register delimitation negotiations in the framework of the Conference.

2. Assistance Fund of the Conference

As is stated by Article 17 of the Conference Regulation, and to follow-up on the decision of the First Plenary Meeting, the Executive Secretariat of the Conference requested the General Secretary of the United Nations Organization that, in accordance with the procedures and rules applicable of the Organization, the Assistance Fund were formally

[2] CONFCARIBE/P3/SE/Info. Original: Spanish. September 27, 2005.

established, which actually occurred in the year 2002. Likewise, through the Fund establishment, its terms of reference were accepted, which were disseminated to the participating Nations and observers of the Conference.

The Executive Secretariat of the Conference desires to extend its gratitude to DOALOS, as well as to the United Nations Department of Economic and Social Affairs (DESA) for the task performed in the Fund establishment and administration.

As is shown in the financial statement of the Assistance Fund, to January 1, 2005, it had a positive balance of U.S. $1 18,062.33. Likewise, the Fund has registered three contributions for an amount of U.S. $50,000 each. Considering that the Fund represents a pillar of the Conference, the Executive Secretary wishes to make a call on the States and other entities that have the possibility to do it, to consider making a contribution to the Assistance Fund, in accordance with what is stated in Article 17(1) of the Regulation.

Worth of mention is that for the organization of the Third Plenary meeting, 20 financial assistance requests were received for the participation of delegates from 12 countries, in accordance with W hat i S stated in article 1 7(3) oft he Regulation. Likewise, in 2 003, an attendance request was submitted for the execution of substantive work in the framework of article 15(1) of the Regulation. All the requests were channelled on a timely basis to the United Nations Organization authorities entrusted with the Fund administration.

3. List of independent technical experts

Pursuant to Article 16 of the Regulation of the Conference, DOALOS drafted a list of independent technical experts which can be referred to at any time by the Countries to request the technical assistance they might require.