



package limitation

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International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (Hague Rules, 1924)

The President of the German Republic, the President of the Argentine Republic, His Majesty the King of the Belgians, the President of the Republic of Chile, the President of the Republic of Cuba, His Majesty the King of Denmark and Iceland, His Majesty the King of Spain, the Head of the Estonian State, the President of the United States of America, the President of the Republic of Finland, the President of the French Republic, His Majesty the King of the United Kingdom of Great Britain and Ireland and of the British Dominions beyond the Seas, Emperor of India, His Most Supreme Highness the Governor of the Kingdom of Hungary, His Majesty the King of Italy, His Majesty the Emperor of Japan, the President of the Latvian Republic, the President of the Republic of Mexico, His Majesty the King of Norway, Her Majesty the Queen of the Netherlands, the President of the Republic of Peru, the President of the Polish Republic, the President of the Portuguese Republic, His Majesty the King of Romania, His Majesty the King of the Serbs, Croats and Slovenes, His Majesty the King of Sweden, and the President of the Republic of Uruguay,

HAVING RECOGNIZED the utility of fixing by agreement certain uniform rules of law relating to bills of lading,

HAVE DECIDED to conclude a convention with this object and have appointed the following Plenipotentiaries:

WHO, duly authorized thereto, have agreed as follows:

Article 1

In this Convention the following words are employed with the meanings set out below:

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- (b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.
- (c) "Goods" includes goods, wares, merchandise and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.

(d) "Ship" means any vessel used for the carriage of goods by sea.

(e) "Carriage of goods" covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

Article 2

Subject to the provisions of Article 6, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

Article 3

1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:

- (a) Make the ship seaworthy.
- (b) Properly man, equip and supply the ship.
- (c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

2. Subject to the provisions of Article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things:

- (a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.
- (b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.

(c) The apparent order and condition of the goods.

Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraph 3(a), (b) and (c).

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

If the loss or damage is not apparent, the notice must be given within three days of the delivery of the goods.

The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

In any event the carrier and the ship shall be discharged from all liability in respect of loss or damage unless suit is brought within one year after delivery of the goods or the date when the goods should have been delivered.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier, to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article 3, shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.

8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connexion with, goods arising from negligence, fault, or failure in the duties and obligations provided in this Article or lessening such liability otherwise than as provided in this Convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

Article 4

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this Article.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from:
(a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.

(b) Fire, unless caused by the actual fault or privity of the carrier.

(c) Perils, dangers and accidents of the sea or other navigable waters.

(d) Act of God.

- (e) Act of war.
 - (f) Act of public enemies.
 - (g) Arrest or restraint of princes, rulers or people, or seizure under legal process.
 - (h) Quarantine restrictions.
 - (i) Act or omission of the shipper or owner of the goods, his agent or representative.
 - (j) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.
 - (k) Riots and civil commotions.
 - (l) Saving or attempting to save life or property at sea.
 - (m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.
 - (n) Insufficiency of packing.
 - (o) Insufficiency or inadequacy of marks.
 - (p) Latent defects not discoverable by due diligence.
 - (q) Any other cause arising without the actual fault or privity of the carrier, or without the actual fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.
3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of this Convention or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

5. Neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connexion with goods in an amount exceeding 100 pounds sterling per package or unit, or the equivalent of that sum in other currency unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading.

This declaration if embodied in the bill of lading shall be prima facie evidence, but shall not be binding or conclusive on the carrier.

By agreement between the carrier, master or agent of the carrier and the shipper another maximum amount than that mentioned in this paragraph may be fixed, provided that such maximum shall not be less than the figure above named.

Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connexion with, goods if the nature or value thereof has been knowingly misstated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation and the shipper of such goods shall be liable for all damage and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

Article 5

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and obligations under this Convention, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper.

The provisions of this Convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of this Convention. Nothing in these rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

Article 6

Notwithstanding the provisions of the preceding Articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect.

Provided that this Article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

Article 7

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connexion with, the custody and care and handling of goods prior to the loading on, and subsequent to, the discharge from the ship on which the goods are carried by sea.

Article 8

The provisions of this Convention shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

Article 9

The monetary units mentioned in this Convention are to be taken to be gold value.

Those contracting States in which the pound sterling is not a monetary unit reserve to themselves the right of translating the sums indicated in this Convention in terms of pound sterling into terms of their own monetary system in round figures.

The national laws may reserve to the debtor the right of discharging his debt in national currency according to the rate of exchange prevailing on the day of the arrival of the ship at the port of discharge of the goods concerned.

Article 10

The provisions of this Convention shall apply to all bills of lading issued in any of the contracting States.

Article 11

After an interval of not more than two years from the day on which the Convention is signed, the Belgian Government shall place itself in communication with the Governments of the High Contracting Parties which have declared themselves prepared to ratify the Convention, with a view to deciding whether it shall be put into force. The ratifications shall be deposited at Brussels at a date to be fixed by agreement among the said Governments. The first deposit of ratifications shall be recorded in a procès-verbal signed by the representatives of the Powers which take part therein and by the Belgian Minister of Foreign Affairs.

The subsequent deposit of ratifications shall be made by means of a written notification, addressed to the Belgian Government and accompanied by the instrument of ratification.

A duly certified copy of the procès-verbal relating to the first deposit of ratifications, of the notifications referred to in the previous paragraph, and also of the instruments of ratification accompanying them, shall be immediately sent by the Belgian Government through the diplomatic channel to the Powers who have signed this Convention or who have acceded to it. In the cases contemplated in the preceding paragraph, the said Government shall inform them at the same time of the date on which it received the notification.

Article 12

Non-signatory States may accede to the present Convention whether or not they have been represented at the International Conference at Brussels.

A State which desires to accede shall notify its intention in writing to the Belgian Government, forwarding to it the document of accession, which shall be deposited in the archives of the said Government.

The Belgian Government shall immediately forward to all the States which have signed or acceded to the Convention a duly certified copy of the notification and of the act of accession, mentioning the date on which it received the notification.

Article 13

The High Contracting Parties may at the time of signature, ratification or accession declare that their acceptance of the present Convention does not include any or all of the self-governing dominions, or of the colonies, overseas possessions, protectorates or territories under their sovereignty or authority, and they may subsequently accede separately on behalf of any self-governing dominion, colony, overseas possession, protectorate or territory excluded in their declaration. They may also denounce the Convention separately in accordance with its provisions in respect of any self-governing dominion, or any colony, overseas possession, protectorate or territory under their sovereignty or authority.

Article 14

The present Convention shall take effect, in the case of the States which have taken part in the first deposit of ratifications, one year after the date of the protocol recording such deposit.

As respects the States which ratify subsequently or which accede, and also in cases in which the Convention is subsequently put into effect in accordance with Article 13, it shall take effect six months after the notifications specified in paragraph 2 of Article 11 and paragraph 2 of Article 12 have been received by the Belgian Government.

Article 15

In the event of one of the contracting States wishing to denounce the present Convention, the denunciation shall be notified in writing to the Belgian Government, which shall immediately communicate a duly certified copy of the notification to all the other States, informing them of the date on which it was received.

The denunciation shall only operate in respect of the State which made the notification, and on the expiry of one year after the notification has reached the Belgian Government.

Article 16

Any one of the contracting States shall have the right to call for a fresh conference with a view to considering possible amendments.

A State which would exercise this right should notify its intention to the other States through the Belgian Government, which would make arrangements for convening the Conference.

DONE at Brussels, in a single copy, August 25th, 1924.

The Hague Rules as amended by the Brussels Protocol 1968 (The Hague-Visby Rules)

Article 1

In these Rules the following words are employed, with the meaning set out below:

- (a) "Carrier" includes the owner or the charterer who enters into a contract of carriage with a shipper.
- (b) "Contract of carriage" applies only to contracts of carriage covered by a bill of lading or any similar document of title, in so far as such document relates to the carriage of goods by sea, including any bill of lading or any similar document as aforesaid issued under or pursuant to a charter party from the moment at which such bill of lading or similar document of title regulates the relations between a carrier and a holder of the same.
- (c) "Goods" includes goods, wares, merchandise: and articles of every kind whatsoever except live animals and cargo which by the contract of carriage is stated as being carried on deck and is so carried.
- (d) "Ship" means any vessel used for the carriage of goods by sea.
- (e) "Carriage" of goods covers the period from the time when the goods are loaded on to the time they are discharged from the ship.

Article 2

Subject to the provisions of Article VI, under every contract of carriage of goods by sea the carrier, in relation to the loading, handling, stowage, carriage, custody, care and discharge of such goods, shall be subject to the responsibilities and liabilities, and entitled to the rights and immunities hereinafter set forth.

Article 3

1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:

- (a) Make the ship seaworthy.
- (b) Properly man, equip and supply the ship.
- (c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.

2. Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

3. After receiving the goods into his charge the carrier or the master or agent of the carrier shall, on demand of the shipper, issue to the shipper a bill of lading showing among other things –

(a) The leading marks necessary for identification of the goods as the same are furnished in writing by the shipper before the loading of such goods starts, provided such marks are stamped or otherwise shown clearly upon the goods if uncovered, or on the cases or coverings in which such goods are contained, in such a manner as should ordinarily remain legible until the end of the voyage.

(b) Either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper.

(c) The apparent order and condition of the goods.

Provided that no carrier, master or agent of the carrier shall be bound to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.

4. Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods as therein described in accordance with paragraphs 3 (a), (b) and (c). However, proof to the contrary shall not be admissible when the bill of lading has been transferred to a third party acting in good faith.

5. The shipper shall be deemed to have guaranteed to the carrier the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.

6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.

The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.

Subject to paragraph 6bis the carrier and the ship shall in any event be discharged from all liability whatsoever in respect of the goods, unless suit is brought within one year of their delivery or of the date when they should have been delivered. This period may, however, be extended if the parties so agree after the cause of action has arisen.

In the case of any actual or apprehended loss or damage the carrier and the receiver shall give all reasonable facilities to each other for inspecting and tallying the goods.

6. *bis* An action for indemnity against a third person may be brought even after the expiration of the year provided for in the preceding paragraph if brought within the time allowed by the law of the Court seized of the case. However, the time allowed shall be not less than three months, commencing from the day when the person bringing such action for indemnity has settled the claim or has been served with process in the action against himself.

7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier, to the shipper shall, if the shipper so demands, be a 'shipped' bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the 'shipped' bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master, or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article III, shall for the purpose of this article be deemed to constitute a 'shipped' bill of lading.

8. Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connection with, goods arising from negligence, fault, or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in these Rules, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.

Article 4

1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship

seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to make the holds, refrigerating and cool chambers and all other parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation in accordance with the provisions of paragraph 1 of Article III. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this article.

2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from –

(a) Act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship.

(b) Fire, unless caused by the actual fault or privity of the carrier.

(c) Perils, dangers and accidents of the sea or other navigable waters.

(d) Act of God.

(e) Act of war.

(f) Act of public enemies.

(g) Arrest or restraint of princes, rulers or people, or seizure under legal process.

(h) Quarantine restrictions.

(i) Act or omission of the shipper or owner of the goods, his agent or representative.

(j) Strikes or lockouts or stoppage or restraint of labour from whatever cause, whether partial or general.

(k) Riots and civil commotions.

(l) Saving or attempting to save life or property at sea.

(m) Wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods.

(n) Insufficiency of packing.

(o) Insufficiency or inadequacy of marks.

(p) Latent defects not discoverable by due diligence.

(q) Any other cause arising without the actual fault or privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

3. The shipper shall not be responsible for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.

4. Any deviation in saving or attempting to save life or property at sea or any reasonable deviation shall not be deemed to be an infringement or breach of these Rules or of the contract of carriage, and the carrier shall not be liable for any loss or damage resulting therefrom.

5.

(a) Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding the equivalent of 10,000 francs per package or unit or 30 francs per kilo of gross weight of the goods lost or damaged, whichever is higher.

(b) The total amount recoverable shall be calculated by reference to the value of such goods at the place and time at which the goods are discharged from the ship in accordance with the contract or should have been so discharged.

The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the normal value of goods of the same kind and quality.

(c) Where a container, pallet or similar article of transport is used to consolidate goods, the number of packages or units enumerated in the bill of lading as packed in such article of transport shall be deemed the number of packages or units for the purpose of this paragraph as far as these packages or units are concerned. Except as aforesaid such article of transport shall be considered the package or unit.

(d) A franc means a unit consisting of 65.5 milligrammes of gold of millesimal fineness 900. The date of conversion of the sum awarded into national currencies shall be governed by the law of the Court seized of the case.

(e) Neither the carrier nor the ship shall be entitled to the benefit of the limitation of liability provided for in this paragraph if it is proved that the damage resulted from an act or omission of the carrier done with intent to cause damage, or recklessly and with knowledge that damage would probably result.

(f) The declaration mentioned in sub-paragraph (a) of this paragraph, if embodied in the bill of lading, shall be prima facie evidence, but shall not be binding or conclusive on the carrier.

(g) By agreement between the carrier, master or agent of the carrier and the shipper other maximum amounts than those mentioned in sub-paragraph (a) of this paragraph may be fixed, provided that no maximum amount so fixed shall be less than the appropriate maximum mentioned in that sub-paragraph.

(h) Neither the carrier nor the ship shall be responsible in any event for loss or damage to, or in connection with, goods if the nature or value thereof has been knowingly mis-stated by the shipper in the bill of lading.

6. Goods of an inflammable, explosive or dangerous nature to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character, may at any time before discharge be landed at any place, or destroyed or rendered innocuous by the carrier without compensation and the shipper of such goods shall be liable for all damages and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average, if any.

Article 4 bis

1. The defences and limits of liability provided for in these Rules shall apply in any action against the carrier in respect of loss or damage to goods covered by a contract of carriage whether the action be founded in contract or in tort.

2. If such an action is brought against a servant or agent of the carrier (such servant or agent not being an independent contractor), such servant or agent shall be entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under these Rules.

3. The aggregate of the amounts recoverable from the carrier, and such servants and agents, shall in no case exceed the limit provided for in these Rules.

4. Nevertheless, a servant or agent of the carrier shall not be entitled to avail himself of the provisions of this article, if it is proved that the damage resulted from an act or omission of the servant or agent done with intent to cause damage or recklessly and with knowledge that damage would probably result.

Article 5

A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and obligations under these Rules, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of these Rules shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party they shall comply with the terms of these Rules. Nothing in these Rules shall be held to prevent the insertion in a bill of lading of any lawful provision regarding general average.

Article 6

Notwithstanding the provisions of the preceding articles, a carrier, master or agent of the carrier and a shipper shall in regard to any particular goods be at liberty to enter into any agreement in any terms as to the responsibility and liability of the carrier for such goods, and as to the rights and immunities of the carrier in respect of such goods, or his obligation as to seaworthiness, so far as this stipulation is not contrary to public policy, or the care or diligence of his servants or agents in regard to the loading, handling, stowage, carriage, custody, care and discharge of the goods carried by sea, provided that in this case no bill of lading has been or shall be issued and that the terms agreed shall be embodied in a receipt which shall be a non-negotiable document and shall be marked as such.

Any agreement so entered into shall have full legal effect.

Provided that this article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.

Article 7

Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connection with, the custody and care and handling of goods prior to the loading on, and subsequent to the discharge from, the ship on which the goods are carried by sea.

Article 8

The provisions of these Rules shall not affect the rights and obligations of the carrier under any statute for the time being in force relating to the limitation of the liability of owners of sea-going vessels.

Article 9

These Rules shall not affect the provisions of any international Convention or national law governing liability for nuclear damage.

Article 10

The provisions of these Rules shall apply to every bill of lading relating to the carriage of goods between ports in two different states if:

(a) the bill of lading is issued in a contracting State.

or

(b) the carriage is from a port in a contracting State.

or

(c) the contract contained in or evidenced by the bill of lading provides that these Rules or legislation of any State giving effect to them are to govern the contract, whatever may be the nationality of the ship, the carrier, the shipper, the consignee, or any other interested person.

Protocol of 1979 to amend the International Convention for the Unification of certain Rules of Law relating to Bills of Lading 1924, as amended by the Protocol of 1968 (SDR Protocol 1979)

THE CONTRACTING PARTIES TO THE PRESENT PROTOCOL,

BEING PARTIES to the International Convention for the unification of certain rules of law relating to bills of lading, done at Brussels on 25th August 1924, as amended by the Protocol to amend that Convention, done at Brussels on 23rd February 1968,

HAVE AGREED as follows:

ARTICLE I

For the purpose of this Protocol, "Convention" means the International Convention for the unification of certain rules of law relating to bills of lading and its Protocol of signature, done at Brussels on 25th August 1924, as amended by the Protocol, done at Brussels on 23rd February 1968.

ARTICLE II

(1) Article 4, paragraph 5(a) of the Convention is replaced by the following:

"(a) Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding 666.67 units of account per package or unit or 2 units of account per kilogramme of gross weight of the goods lost or damaged, whichever is the higher."

(2) Article 4, paragraph 5(d) of the Convention is replaced by the following:

"(d) The unit of account mentioned in this Article is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in sub-paragraph (a) of this paragraph shall be converted into national currency on the basis of the value of that currency on a date to be determined by the law of the Court seized of the case.

The value of the national currency, in terms of the Special Drawing Right, of a State which is a member of the International Monetary Fund, shall be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State.

Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of the preceding sentences may, at the time of ratification of the Protocol of 1979 or accession thereto or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:

- (i) in respect of the amount of 666.67 units of account mentioned in sub-paragraph (a) of paragraph 5 of this Article, 10,000 monetary units;
- (ii) in respect of the amount of 2 units of account mentioned in sub-paragraph (a) of paragraph 5 of this Article, 30 monetary units.

The monetary unit referred to in the preceding sentence corresponds to 65.5 milligrammes of gold of millesimal fineness 900. The conversion of the amounts specified in that sentence into the national currency shall be made according to the law of the State concerned.

The calculation and the conversion mentioned in the preceding sentences shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amounts in sub-paragraph (a) of paragraph 5 of this Article as is expressed there in units of account.

States shall communicate to the depositary the manner of calculation or the result of the conversion as the case may be, when depositing an instrument of ratification of the Protocol of 1979 or of accession thereto and whenever there is a change in either."

ARTICLE III

Any dispute between two or more Contracting Parties concerning the interpretation or application of the present Protocol, which cannot be settled through negotiation, shall, at the request of one of them, be submitted to arbitration. If within six months from the date of the request for arbitration the Parties are unable to agree on the organisation of the arbitration, any one of those Parties may refer the dispute to the International Court of Justice by request in conformity with the Statute of the Court.

ARTICLE IV

(1) Each Contracting Party may at the time of signature or ratification of this Protocol or of accession thereto, declare that it does not consider itself bound by Article III.

(2) Any Contracting Party having made a reservation in accordance with paragraph (1) may at any time withdraw this reservation by notification to the Belgian Government.

ARTICLE V

This Protocol shall be open for signature by the States which have signed the Convention of 25 August 1924 or the Protocol of 23 February 1968 or which are Parties to the Convention.

ARTICLE VI

(1) This Protocol shall be ratified.

(2) Ratification of this Protocol by any State which is not a Party to the Convention shall have the effect of ratification of the Convention.

(3) The instruments of ratification shall be deposited with the Belgian Government.

ARTICLE VII

(1) States not referred to in Article V may accede to this Protocol.

(2) Accession to this Protocol shall have the effect of accession to the Convention.

(3) The instruments of accession shall be deposited with the Belgian Government.

ARTICLE VIII

(1) This Protocol shall come into force three months after the date of the deposit of five instruments of ratification or accession.

(2) For each State which ratifies this Protocol or accedes thereto after the fifth deposit, this Protocol shall come into force three months after the deposit of its instrument of ratification or accession.

ARTICLE IX

(1) Any Contracting Party may denounce this Protocol by notification to the Belgian Government.

(2) The denunciation shall take effect one year after the date on which the notification has been received by the Belgian Government.

ARTICLE X

(1) Each State may at the time of signature, ratification or accession or at any time thereafter declare by written notification to the Belgian Government which among the territories for whose international relations it is responsible, are those to which the present Protocol applies. The Protocol shall three months after the date of the receipt of such notification by the Belgian Government extend to the territories named therein, but not before the date of the coming into force of the Protocol in respect of such State.

(2) This extension also shall apply to the Convention if the latter is not yet applicable to these territories.

(3) Any Contracting Party which has made a declaration under paragraph (1) of this Article may at any time thereafter declare by notification given to the Belgian Government that the Protocol shall cease to extend to such territories. This denunciation shall take effect one year after the date on which notification thereof has been received by the Belgian Government.

ARTICLE XI

The Belgian Government shall notify the signatory and acceding States of the following:

1. The signatures, ratifications and accessions received in accordance with Articles V, VI and VII.
2. The date on which the present Protocol will come into force in accordance with Article VIII.
3. The notifications with regard to the territorial application in accordance with Article X.
4. The declarations and communications made in accordance with Article II.
5. The declarations made in accordance with Article IV.
6. The denunciations received in accordance with Article IX.

IN WITNESS WHEREOF the undersigned, duly authorized thereto, have signed this Protocol.

DONE at Brussels, this 21st day of December 1979, in the English and French languages, both texts being equally authentic, in a single copy, which shall remain deposited in the archives of the Belgian Government, which shall issue certified copies.

United Nations Convention on the Carriage of Goods by sea, 1978 (The Hamburg Rules)

The States Parties to this Convention,
Having recognised the desirability of determining by agreement certain rules relating to the carriage of goods by sea,

Have decided to conclude a Convention for this purpose and have thereto agreed as follows:

Part I – General Provisions

Article 1 – Definitions

In this Convention:

1. "Carrier" means any person by whom or in whose name a contract of carriage of goods by sea has been concluded with a shipper.
2. "Actual carrier" means any person to whom the performance of the carriage of the goods, or of part of the carriage, has been entrusted by the carrier, and includes any other person to whom such performance has been entrusted.
3. "Shipper" means any person by whom or in whose name or on whose behalf a contract of carriage of goods by sea has been concluded with carrier, or any person by whom or in whose name or on whose behalf the goods are actually delivered to the carrier in relation to the contract of carriage by sea.
4. "Consignee" means the person entitled to take delivery of the goods.
5. "Goods" includes live animals; where the goods are consolidated in a container, pallet or similar Article of transport or where they are packed, goods includes such Article of transport or packaging if supplied by the shipper.
6. "Contract of carriage by sea" means any contract whereby the carrier undertakes against payment of freight to carry goods by sea from one port to another; however, a contract which involves carriage by sea and also carriage by some other means is deemed to be a contract of carriage by sea for the purposes of this Convention only in so far as it relates to the carriage by sea.
7. "Bill of lading" means a document which evidences a contract of carriage by sea and the taking over or loading of the goods by the carrier, and by which the carrier undertakes to deliver the goods against surrender of the document. A provision in the document that the goods are to be delivered to the order of a named person, or to order, or to bearer, constitutes such an undertaking.
8. "Writing" includes, inter alia, telegram and telex.

Article 2 – Scope of application

1. The provisions of this Convention are applicable to all contracts of carriage by sea between two different States, if:
 - (a) The port of loading as provided for in the contract of carriage by sea is located in a Contracting State, or
 - (b) The port of discharge as provided for in the contract of carriage by sea is located in a Contracting State, or
 - (c) One of the optional ports of discharge provided for in the contract of carriage by sea is the actual port of discharge and such port is located in a Contracting State, or
 - (d) The bill of lading or other document evidencing the contract of carriage by sea is issued in a Contracting State, or
 - (e) The bill of lading or other document evidencing the contract of carriage by sea provides that the provisions of this Convention or the legislation of any State giving effect to them are to govern the contract.
2. The provisions of this Convention are applicable without regard to the nationality of the ship, the carrier, the actual carrier, the shipper, the consignee or any other interested person.
3. The provisions of this Convention are not applicable to charter-parties. However, where a bill of lading is issued pursuant to a charter-party, the provisions of the Convention apply to such a bill of lading if it governs the relation between the carrier and the holder of the bill of lading, not being the charterer.

4. If a contract provides for future carriage of goods in a series of shipments during an agreed period, the provisions of this Convention apply to each shipment. However, where a shipment is made under a charterparty, the provisions of paragraph 3 of this Article apply.

Article 3 – Interpretation of the Convention

In the interpretation and application of the provisions of this Convention regard shall be had to its international character and to the need to promote uniformity.

Part II – Liability of the carrier

Article 4 – Period of responsibility

1. The responsibility of the carrier for the goods under this Convention covers the period during which the carrier is in charge of the goods at the port of loading, during the carriage and at the port of discharge.

2. For the purpose of paragraph 1 of this Article, the carrier is deemed to be in charge of the goods

(a) From the time he has taken over the goods from:

- (i) The shipper, or a person acting on his behalf; or
- (ii) An authority or other third party to whom, pursuant to law or regulations applicable at the port of loading, the goods must be handed over for shipment;

(b) Until the time he has delivered the goods:

- (i) By handing over the goods to the consignee; or
- (ii) In cases where the consignee does not receive the goods from the carrier, by placing them at the disposal of the consignee in accordance with the contract or with the law or with the usage of the particular trade, applicable at the port of discharge, or
- (iii) By handing over the goods to an authority or other third party to whom, pursuant to law or regulations applicable at the port of discharge, the goods must be handed over.

3. In paragraphs 1 and 2 of this Article, reference to the carrier or to the consignee means, in addition to the carrier or the consignee, the servants or agents, respectively of the carrier or the consignee.

Article 5 – Basis of liability

1. The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay took place while the goods were

in his charge as defined in Article 4, unless the carrier proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.

2. Delay in delivery occurs when the goods have not been delivered at the port of discharge provided for in the contract of carriage by sea within the time expressly agreed upon or, in the absence of such agreement, within the time which it would be reasonable to require of a diligent carrier, having regard to the circumstances of the case.

3. The person entitled to make a claim for the loss of goods may treat the goods as lost if they have not been delivered as required by article 4 within 60 consecutive days following the expiry of the time for delivery according to paragraph 2 of this Article.

4.

(a) The carrier is liable

- (i) For loss or damage to the goods or delay in delivery caused by fire, if the claimant proves that the fire arose from fault or neglect on the part of the carrier, his servants or agents;
- (ii) For such loss, damage or delay in delivery which is proved by the claimant to have resulted from the fault or neglect of the carrier, his servants or agents, in taking all measures that could reasonably be required to put out the fire and avoid or mitigate its consequences.

(b) In case of fire on board the ship affecting the goods, if the claimant or the carrier so desires, a survey in accordance with shipment practices must be held into the cause and circumstances of the fire, and a copy of the surveyor's report shall be made available on demand to the carrier and the claimant.

5. With respect to live animals, the carrier is not liable for loss, damage or delay in delivery resulting from any special risks inherent in that kind of carriage. If the carrier proves that he has complied with any special instructions given to him by the shipper respecting the animals and that, in the circumstances of the case, the loss, damage or delay in delivery could be attributed to such risks, it is presumed that the loss, damage or delay in delivery was so caused, unless there is proof that all or a part of the loss, damage or delay in delivery resulted from fault or neglect on the part of the carrier, his servants or agents.

6. The carrier is not liable, except in general average, where loss, damage or delay in delivery resulted from measures to save life or from reasonable measures to save property at sea.

7. Where fault or neglect on the part of the carrier, his servants or agents combines with another cause to produce loss, damage or delay in delivery the carrier is liable only to the extent that the loss, damage or delay in delivery is attributable to such fault or neglect, provided that the carrier proves the amount of the loss, damage or delay in delivery not attributable thereto.

Article 6 – Limits of liability

1.

(a) The liability of the carrier for loss resulting from loss of or damage to goods according to the provisions of Article 5 is limited to an amount equivalent to 835 units of account per package or other shipping unit or 2.5 units of account per kilogram of gross weight of the goods lost or damaged, whichever is the higher.

(b) The liability of the carrier for delay in delivery according to the provisions of Article 5 is limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the contract of carriage of goods by sea.

(c) In no case shall the aggregate liability of the carrier, under both subparagraphs (a) and (b) of this paragraph, exceed the limitation which would be established under subparagraph (a) of this paragraph for total loss of the goods with respect to which such liability was incurred.

2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 (a) of this Article, the following rules apply:

(a) Where a container, pallet or similar Article of transport is used to consolidate goods, the package or other shipping units enumerated in the bill of lading, if issued, or otherwise in any other document evidencing the contract of carriage by sea, as packed in such Article of transport are deemed packages or shipping units. Except as aforesaid the goods in such Article of transport are deemed one shipping unit.

(b) In cases where the Article of transport itself has been lost or damaged, that Article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.

3. Unit of account means the unit of account mentioned in Article 26.

4. By agreement between the carrier and the shipper, limits of liability exceeding those provided for in paragraph 1 may be fixed.

Article 7 – Application to non-contractual claims

1. The defences and limits of liability provided for in this Convention apply in any action against the carrier in respect of loss or damage to the goods covered by the contract of carriage by sea, as well as of delay in delivery whether the action is founded in contract, in tort or otherwise.

2. If such action is brought against a servant or agent of the carrier, such servant or agent, if he proves that he acted within the scope of his employment, is entitled to avail himself of the defences and limits of liability which the carrier is entitled to invoke under this Convention.

3. Except as provided in Article 8, the aggregate of the amounts recoverable from the carrier and from any persons referred to in paragraph 2 of this Article shall not exceed the limits of liability provided for in this Convention.

Article 8 – Loss of right to limit responsibility

1. The carrier is not entitled to the benefit of the limitation of liability provided for in Article 6 if it is proved that the loss, damage or delay in delivery resulted from an act or omission of the carrier done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

2. Notwithstanding the provisions of paragraph 2 of Article 7, a servant or agent of the carrier is not entitled to the benefit of the limitation of liability provided for in Article 6 if it is proved that the loss, damage or delay in delivery resulted from an act or omission of such servant or agent, done with the intent to cause such loss, damage or delay, or recklessly and with knowledge that such loss, damage or delay would probably result.

Article 9 – Deck cargo

1. The carrier is entitled to carry the goods on deck only if such carriage is in accordance with an agreement with the shipper or with the usage of the particular trade or is required by statutory rules or regulations.

2. If the carrier and the shipper have agreed that the goods shall or may be carried on deck, the carrier must insert in the bill of lading or other document evidencing the contract of carriage by sea a statement to that effect. In the absence of such statement the carrier has the burden of proving that an agreement for carriage on deck has been entered into; however, the carrier is not entitled to invoke such an agreement against a third party, including a consignee, who has acquired the bill of lading in good faith.

3. Where the goods have been carried on deck contrary to the provisions of paragraph 1 of this Article or where the carrier may not under paragraph 2 of this Article invoke an agreement for carriage on deck, the carrier, notwithstanding the provisions of paragraph 1 of article 5, is liable for loss of or damage to the goods, as well as for delay in delivery, resulting solely from the carriage on deck, and the extent of his liability is to be determined in accordance with the provisions of Article 6 or Article 8 of this Convention, as the case may be.

4. Carriage of goods on deck contrary to express agreement for carriage under deck is deemed to be an act or omission of the carrier within the meaning of Article 8.

Article 10 – Liability of the carrier and actual carrier

1. Where the performance of the carriage or part thereof has been entrusted to an actual carrier, whether or not in pursuance of a liberty under the contract of carriage by sea to do so, the carrier nevertheless remains responsible for the entire carriage according to the provisions of this Convention. The carrier is responsible, in relation to the carriage performed by the actual carrier, for the acts and omissions of the actual carrier and of his servants and agents acting within the scope of their employment.

2. All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him. The provisions of paragraphs 2 and 3 of Article 7 and of paragraph 2 of Article 8 apply if an action is brought against a servant or agent of the actual carrier.

3. Any special agreement under which the carrier assumes obligations not imposed by this Convention or waives rights conferred by this Convention affects the actual carrier only if agreed to by him expressly and in writing. Whether or not the actual carrier has so agreed, the carrier nevertheless remains bound by the obligations or waivers resulting from such special agreement.

4. Where and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several.

5. The aggregate of the amounts recoverable from the carrier, the actual carrier and their servants and agents shall not exceed the limits of liability provided for in this Convention.

6. Nothing in this Article shall prejudice any right of recourse as between the carrier and the actual carrier.

Article 11 – Through carriage

1. Notwithstanding the provisions of paragraph 1 of Article 10, where a contract of carriage by sea provides explicitly that a specified part of the carriage covered by the said contract is to be performed by a named person other than the carrier, the contract may also provide that the carrier is not liable for loss, damage or delay in delivery caused by an occurrence which takes place while the goods are in the charge of the actual carrier during such part of the carriage. Nevertheless, any stipulation limiting or excluding such liability is without effect if no judicial proceedings can be instituted against the actual carrier in a court competent under paragraph 1 or 2 of article 21. The burden of proving that any loss, damage or delay in delivery has been caused by such an occurrence rests upon the carrier.

2. The actual carrier is responsible in accordance with the provisions of paragraph 2 of Article 10 for loss, damage or delay in delivery caused by an occurrence which takes place while the goods are in his charge.

Part III – Liability of the Shipper

Article 12 – General rule

The shipper is not liable for loss sustained by the carrier or the actual carrier, or for damage sustained by the ship, unless such loss or damage was caused by the fault or neglect of the shipper, his servants or agents. Nor is any servant or agent of the shipper liable for such loss or damage unless the loss or damage was caused by fault or neglect on his part.

Article 13 – Special rules on dangerous goods

1. The shipper must mark or label in a suitable manner dangerous goods as dangerous.

2. Where the shipper hands over dangerous goods to the carrier or an actual carrier, as the case may be, the shipper must inform him of the dangerous character of the goods and, if necessary, of the precautions to be taken. If the shipper fails to do so and such carrier or actual carrier does not otherwise have knowledge of their dangerous character:

(a) The shipper is liable to the carrier and any actual carrier for the loss resulting from the shipment of such goods, and

(b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.

3. The provisions of paragraph 2 of this Article may not be invoked by any person if during the carriage he has taken the goods in his charge with knowledge of their dangerous character.

4. If, in cases where the provisions of paragraph 2, subparagraph (b), of this Article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the carrier is liable in accordance with the provisions of Article 5.

Part IV – Transport Documents

Article 14 – Issue of bill of lading

1. When the carrier or the actual carrier takes the goods in his charge, the carrier must, on demand of the shipper, issue to the shipper a bill of lading.

2. The bill of lading may be signed by a person having authority from the carrier. A bill of lading signed by the master of the ship carrying the goods is deemed to have been signed on behalf of the carrier.

3. The signature on the bill of lading may be in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means, if no inconsistent with the law of the country where the bill of lading is issued.

Article 15 – Contents of bill of lading

1. The bill of lading must include, inter alia, the following particulars:

(a) The general nature of the goods, the leading marks necessary for identification of the goods, an express statement, if applicable, as to the dangerous character of the goods, the number of packages or pieces, and the weight of the goods or their quantity otherwise expressed, all such particulars as furnished by the shipper;

(b) the apparent condition of the goods;

(c) the name and principal place of business of the carrier;

(d) the name of the shipper;

(e) the consignee if named by the shipper;

(f) the port of loading under the contract of carriage by sea and the date on which the goods were taken over by the carrier at the port of loading;

(g) the port of discharge under the contract of carriage by sea;

(h) the number of originals of the bill of lading, if more than one;

(i) the place of issuance of the bill of lading;

(j) the signature of the carrier or a person acting on his behalf;

(k) the freight to the extent payable by the consignee or other indication that freight is payable by him;

(l) the statement referred to in paragraph 3 of Article 23;

(m) the statement, if applicable, that the goods shall or may be carried on deck;

(n) the date or the period of delivery of the goods at the port of discharge if expressly agreed upon between the parties; and

(o) any increased limit or limits of liability where agreed in accordance with paragraph 4 of Article 6.

2. After the goods have been loaded on board, if the shipper so demands, the carrier must issue to the shipper a "shipped" bill of lading which, in addition to the particulars required under paragraph 1 of this Article, must state that the goods are on board a named ship or ships, and the date or dates of loading. If the carrier has previously issued to the shipper a bill of lading or other document of title with respect to any of such goods, on request of the carrier, the shipper must surrender such document in exchange for a "shipped" bill of lading. The carrier may amend any previously issued document in order to meet the shipper's demand for a "shipped" bill of lading if, as amended, such document includes all the information required to be contained in a "shipped" bill of lading.

3. The absence in the bill of lading of one or more particulars referred to in this Article does not affect the legal character of the document as a bill of lading provided that it nevertheless meets the requirements set out in paragraph 7 of Article 1.

Article 16 – Bills of lading: reservations and evidentiary effect

1. If the bill of lading contains particulars concerning the general nature, leading marks, number of packages or pieces, weight or quantity of the goods which the carrier or other person issuing the bill of lading on his behalf knows or has reasonable grounds to suspect do not accurately represent the goods actually taken over or, where a "shipped" bill of lading is issued, loaded, or if he had no reasonable means of checking such particulars, the carrier or such other person must insert in the bill of lading a reservation specifying these inaccuracies, grounds of suspicion or the absence of reasonable means of checking.

2. If the carrier or other person issuing the bill of lading on his behalf fails to note on the bill of lading the apparent condition of the goods, he is deemed to have noted on the bill of lading that the goods were in apparent good condition.

3. Except for particulars in respect of which and to the extent to which a reservation permitted under paragraph 1 of this Article has been entered:

(a) The bill of lading is prima facie evidence of the taking over or, where a "shipped" bill of lading is issued, loading, by the carrier of the goods as described in the bill of lading; and

(b) Proof to the contrary by the carrier is not admissible if the bill of lading has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the description of the goods therein.

4. A bill of lading which does not, as provided in paragraph 1, subparagraph (h) of Article 15, set forth the freight or otherwise indicate that freight is payable by the consignee or does not set forth demurrage incurred at the port of loading payable by the consignee, is prima facie evidence that no freight or such demurrage is payable by him. However, proof to the contrary by the carrier is not admissible when the bill of lading has been transferred to a third party, including a consignee, who in good faith has acted in reliance on the absence in the bill of lading of any such indication.

Article 17 – Guarantees by the shipper

1. The shipper is deemed to have guaranteed to the carrier the accuracy of particulars relating to the general nature of the goods, their marks, number, weight and quantity as furnished by him for insertion in the bill of lading. The shipper must indemnify the carrier against the loss resulting from inaccuracies in such particulars. The shipper remains liable even if the bill of lading has been transferred by him. The right of the carrier to such indemnity in no way limits his liability under the contract of carriage by sea to any person other than the shipper.

2. Any letter of guarantee or agreement by which the shipper undertakes to indemnify the carrier against loss resulting from the issuance of the bill of lading by the carrier, or by a person acting on his behalf, without entering a reservation relating to particulars furnished by the shipper for insertion in the bill of lading, or to the apparent condition of the goods, is void and of no effect as against any third party, including a consignee, to whom the bill of lading has been transferred.

3. Such letter of guarantee or agreement is valid as against the shipper unless the carrier or the person acting on his behalf, by omitting the reservation referred to in paragraph 2 of this Article, intends to defraud a third party, including a consignee, who acts in reliance on the description of the goods in the bill of lading. In the latter case, if the reservation omitted relates to particulars furnished by the shipper for insertion in the bill of lading, the carrier has no right of indemnity from the shipper pursuant to paragraph 1 of this Article.

4. In the case of intended fraud referred to in paragraph 3 of this article the carrier is liable, without the benefit of the limitation of liability provided for in this Convention, for the loss incurred by a third party, including a consignee, because he has acted in reliance on the description of the goods in the bill of lading.

Article 18 – Documents other than bills of lading

Where a carrier issues a document other than a bill of lading to evidence the receipt of the goods to be carried, such a document is prima facie evidence of the conclusion of the contract of carriage by sea and the taking over by the carrier of the goods as therein described.

Part V – Claims and Actions

Article 19 – Notice of loss, damage or delay

1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the consignee to the carrier not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the carrier of the goods as described in the document of transport or, if no such document has been issued, in good condition.
2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this Article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the consignee.
3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.
4. In the case of any actual or apprehended loss or damage the carrier and the consignee must give all reasonable facilities to each other for inspecting and tallying the goods.
5. No compensation shall be payable for loss resulting from delay in delivery unless a notice has been given in writing to the carrier within 60 consecutive days after the day when the goods were handed over to the consignee.
6. If the goods have been delivered by an actual carrier, any notice given under this Article to him shall have the same effect as if it had been given to the carrier, and any notice given to the carrier shall have effect as if given to such actual carrier.
7. Unless notice of loss or damage, specifying the general nature of the loss or damage, is given in writing by the carrier or actual carrier to the shipper not later than 90 consecutive days after the occurrence of such loss or damage or after the delivery of the goods in accordance with paragraph 2

of Article 4, whichever is later, the failure to give such notice is prima facie evidence that the carrier or the actual carrier has sustained no loss or damage due to the fault or neglect of the shipper, his servants or agents.

8. For the purpose of this Article, notice given to a person acting on the carrier's or the actual carriers' behalf, including the master or the officer in charge of the ship, or to a person acting on the shipper's behalf is deemed to have been given to the carrier, to the actual carrier or to the shipper, respectively.

Article 20 – Limitation of actions

1. Any action relating to carriage of goods under this Convention is time-barred if judicial or arbitral proceedings have not been instituted within a period of two years.
2. The limitation period commences on the day on which the carrier has delivered the goods or part thereof or, in cases where no goods have been delivered, on the last day on which the goods should have been delivered.
3. The day on which the limitation period commences is not included in the period.
4. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration in writing to the claimant. This period may be further extended by another declaration or declarations.
5. An action for indemnity by a person held liable may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within the time allowed by the law of the State where proceedings are instituted. However, the time allowed shall not be less than 90 days commencing from the day when the person instituting such action for indemnity has settled the claim or has been served with process in the action against himself.

Article 21 – Jurisdiction

1. In judicial proceedings relating to carriage of goods under this Convention the plaintiff, at his option, may institute an action in a court which, according to the law of the State where the court is situated, is competent and within the jurisdiction of which is situated one of the following places:
 - (a) The principal place of business or, in the absence thereof, the habitual residence of the defendant;or

(b) The place where the contract was made provided that the defendant has there a place of business, branch or agency through which the contract was made; or

(c) The port of loading or the port of discharge; or

(d) Any additional place designated for that purpose in the contract of carriage by sea.

2.

(a) Notwithstanding the preceding provisions of this Article, an action may be instituted in the courts of any port or place in a Contracting State at which the carrying vessel or any other vessel of the same ownership may have been arrested in accordance with applicable rules of the law of that State and of international law. However, in such a case, at the petition of the defendant, the claimant must remove the action, at his choice, to one of the jurisdictions referred to in paragraph 1 of this Article for the determination of the claim, but before such removal the defendant must furnish security sufficient to ensure payment of any judgement that may subsequently be awarded to the claimant in the action.

(b) All questions relating to the sufficiency or otherwise of the security shall be determined by the court of the port or place of the arrest.

3. No judicial proceedings relating to carriage of goods under this Convention may be instituted in a place not specified in paragraph 1 or 2 of this Article. The provisions of this paragraph do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.

4.

(a) Where an action has been instituted in a court competent under paragraph 1 or 2 of this Article or where judgement has been delivered by such a court, no new action may be started between the same parties on the same grounds unless the judgement of the court before which the first action instituted is not enforceable in the country in which the new proceedings are instituted.

(b) For the purpose of this Article the institution of measures with a view to obtaining enforcement of a judgement is not to be considered as the starting of a new action;

(c) For the purpose of this Article, the removal of an action to a different court within the same country, or to a court in another country, in accordance with paragraph 2 (a) of this Article, is not to be considered as the starting of a new action.

5. Notwithstanding the provisions of the preceding paragraphs, an agreement made by the parties, after a claim under the contract of carriage by sea has arisen, which designates the place where the claimant may institute an action, is effective.

Article 22 – Arbitration

1. Subject to the provisions of this Article, parties may provide by agreement evidenced in writing that any dispute that may arise relating to carriage of goods under this Convention shall be referred to arbitration.

2. Where a charterparty contains a provision that disputes arising thereunder shall be referred to arbitration and a bill of lading issued pursuant to the charterparty does not contain a special annotation providing that such provision shall be binding upon the holder of the bill of lading, the carrier may not invoke such provision as against a holder having acquired the bill of lading in good faith.

3. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:

(a) A place in a State within whose territory is situated:

(i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or

(ii) The place where the contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or

(iii) The port of loading or the port of discharge; or

(b) Any place designated for that purpose in the arbitration clause or agreement.

4. The arbitrator or arbitration tribunal shall apply the rules of this Convention.

5. The provisions of paragraph 3 and 4 of this Article are deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith is null and void.

6. Nothing in this Article affects the validity of an agreement relating to arbitration made by the parties after the claim under the contract of carriage by sea has arisen.

Part VI – Supplementary Provisions

Article 23 – Contractual stipulations

1. Any stipulation in a contract of carriage by sea, in a bill of lading, or in any other document evidencing the contract of carriage by sea is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of the goods in favour of the carrier, or any similar clause, is null and void.

2. Notwithstanding the provisions of paragraph 1 of this Article, a carrier may increase his responsibilities and obligations under this Convention.

3. Where a bill of lading or any other document evidencing the contract of carriage by sea is issued, it must contain a statement that the carriage is subject to the provisions of this Convention which nullify any stipulation derogating therefrom to the detriment of the shipper or the consignee.

4. Where the claimant in respect of the goods has incurred loss as a result of a stipulation which is null and void by virtue of the present Article, or as a result of the omission of the statement referred to in paragraph 3 of this Article, the carrier must pay compensation to the extent required in order to give the claimant compensation in accordance with the provisions of this Convention for any loss of or damage to the goods as well as for delay in delivery. The carrier must, in addition pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted.

Article 24 – General average

1. Nothing in this Convention shall prevent the application of provisions in the contract of carriage by sea or national law regarding the adjustment of general average.

2. With the exception of Article 20, the provisions of this Convention relating to the liability of the carrier for loss of or damage to the goods also determine whether the consignee may refuse contribution in general average and the liability of the carrier to indemnify the consignee in respect of any such contribution made or any salvage paid.

Article 25 – Other conventions

1. This Convention does not modify the rights or duties of the carrier, the actual carrier and their servants and agents, provided for in international conventions or national law relating to the limitation of liability of owners of seagoing ships.

2. The provisions of Articles 21 and 22 of this Convention do not prevent the application of the mandatory provisions of any other multilateral convention already in force at the date of this Convention relating to matters dealt with in the said Articles, provided that the dispute arises exclusively between parties having their principal place of business in States members of such other convention. However, this paragraph does not affect the application of paragraph 4 of Article 22 of this Convention.

3. No liability shall arise under the provisions of this Convention for damage caused by a nuclear incident if the operator of a nuclear installation is liable for such damage:

(a) Under either the Paris Convention of 29 July 1960 on Third Party Liability in the Field of Nuclear Energy as amended by the Additional Protocol of 28 January 1964 or the Vienna Convention of 21 May 1963 on Civil Liability for Nuclear Damage, or

(b) By virtue of national law governing the liability for such damage, provided that such law is in all respects as favourable to persons who may suffer damage as either the Paris or Vienna Conventions.

4. No liability that arise under the provisions of this Convention for any loss of or damage to or delay in delivery of luggage for which the carrier is responsible under any international convention or national law relating to the carriage of passengers and their luggage by sea.

5. Nothing contained in this Convention prevents a Contracting State from applying any other international convention which is already in force at the date of this Convention and which applies mandatorily to contracts of carriage of goods primarily by a mode of transport other than transport

by sea. This provision also applies to any subsequent revision or amendment of such international convention.

Article 26 – Unit of account

1. The unit of account referred to in Article 6 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 6 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State which is a member of the International Monetary Fund is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of a national currency in terms of the Special Drawing Right of a Contracting State which is not a member of the International Monetary Fund is to be calculated in a manner determined by that State.

2. Nevertheless, those States which are not members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 1 of this Article may, at the time of signature, or at the time of ratification, acceptance, approval or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in their territories shall be fixed as: 12,500 monetary units per package or other shipping unit or 37.5 monetary units per kilogram of gross weight of the goods.

3. The monetary unit referred to in paragraph 2 of this Article corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the amounts referred to in paragraph 2 into the national currency is to be made according to the law of the State concerned.

4. The calculation mentioned in the last sentence of paragraph 1 and the conversion mentioned in paragraph 3 of this Article is to be made in such a manner as to express in the national currency of the Contracting State as far as possible the same real value for the amounts in Article 6 as is expressed there in units of account. Contracting States must communicate to the depositary the manner of calculation pursuant to paragraph 1 of this Article, or the result of the conversion mentioned in paragraph 3 of this Article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval or accession, or when availing themselves of the option provided for in paragraph 2 of this Article and whenever there is a change in the manner of such calculation or in the result of such conversion.

Part VII – Final Clauses

Article 27 – Depository

The Secretary-General of the United Nations is hereby designated as the depository of this Convention.

Article 28 – Signature, ratification, acceptance, approval, accession

1. This Convention is open for signature by all States until 30 April 1979 at the Headquarters of the United Nations, New York.

2. This Convention is subject to ratification, acceptance or approval by the signatory States.

3. After 30 April 1979, this Convention will be open for accession by all States which are not signatory States.

4. Instruments of ratification, acceptance, approval and accession are to be deposited with the Secretary-General of the United Nations.

Article 29 – Reservations

No reservations may be made to this Convention.

Article 30 – Entry into force

1. This Convention enters into force on the first day of the month following the expiration of one year from the date of deposit of the 20th instrument of ratification, acceptance, approval or accession.

2. For each State which becomes a Contracting State to this Convention after the date of the deposit of the 20th instrument of ratification, acceptance, approval or accession, this Convention enters into force on the first day of the month following the expiration of one year after the deposit of the appropriate instrument on behalf of that State.

3. Each Contracting State shall apply the provisions of this Convention to contracts of carriage by sea concluded on or after the date of the entry into force of this Convention in respect of that State.

Article 31 – Denunciation of other conventions

1. Upon becoming a Contracting State to this Convention, any State party to the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924 (1924 Convention) must notify the Government of Belgium as the depositary of the 1924 Convention of its denunciation of the said Convention with a declaration that the denunciation is to take effect as from the date when this Convention enters into force in respect of that State.
2. Upon the entry into force of this Convention under paragraph 1 of article 30, the depositary of this Convention must notify the Government of Belgium as the depositary of the 1924 Convention of the date of such entry into force, and of the names of the Contracting States in respect of which the Convention has entered into force.
3. The provisions of paragraphs 1 and 2 of this Article apply correspondingly in respect of States parties to the Protocol signed on 23 February 1968 to amend the International Convention for the Unification of Certain Rules relating to Bills of Lading signed at Brussels on 25 August 1924.
4. Notwithstanding Article 2 of this Convention, for the purposes of paragraph 1 of this Article, a Contracting State may, if it deems it desirable, defer the denunciation of the 1924 Convention and of the 1924 Convention as modified by the 1968 Protocol for a maximum period of five years from the entry into force of this Convention. It will then notify the Government of Belgium of its intention. During this transitory period, it must apply to the Contracting States this Convention to the exclusion of any other one.

Article 32 – Revision and amendment

1. At the request of not less than one-third of the Contracting States to this Convention, the depositary shall convene a conference of the Contracting States for revising or amending it.
2. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention, is deemed to apply to the Convention as amended.

Article 33 – Revision of the limitation amounts and unit of account or monetary unit

1. Notwithstanding the provisions of Article 32, a conference only for the purpose of altering the amount specified in Article 6 and paragraph 2 of Article 26, or of substituting either or both of the units defined in paragraphs 1 and 3 of Article 26 by other units is to be convened by the depositary in

accordance with paragraph 2 of this Article. An alteration of the amounts shall be made only because of a significant change in their real value.

2. A revision conference is to be convened by the depositary when not less than one-fourth of the Contracting States so request.
3. Any decision by the conference must be taken by a two-thirds majority of the participating States. The amendment is communicated by the depositary to all the Contracting States for acceptance and to all the States signatories of the Convention for information.
4. Any amendment adopted enters into force on the first day of the month following one year after its acceptance by two-thirds of the Contracting States. Acceptance is to be effected by the deposit of a formal instrument to that effect, with the depositary.
5. After entry into force of an amendment a Contracting State which has accepted the amendment is entitled to apply the Convention as amended in its relations with Contracting States which have not within six months after the adoption of the amendment notified the depositary that they are not bound by the amendment.
6. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention, is deemed to apply to the Convention as amended.

Article 34 – Denunciation

1. A Contracting State may denounce this Convention at any time by means of a notification in writing addressed to the depositary.
2. The denunciation takes effect on the first day of the month following the expiration of one year after the notification is received by the depositary. Where a longer period is specified in the notification, the denunciation takes effect upon the expiration of such longer period after the notification is received by the depositary.

Done at Hamburg, this thirty-first day of March one thousand nine hundred and seventy-eight, in a single original, of which the Arabic, Chinese, English, French, Russian and Spanish texts are equally authentic.

In witness whereof the undersigned plenipotentiaries, being duly authorised by their respective Governments, have signed the present Convention.

Common understanding adopted by the United Nations Conference on the Carriage of Goods by Sea (A/CONF.89/13, annex II).

It is the common understanding that the liability of the carrier under this Convention is based on the principle of presumed fault or neglect. This means that, as a rule, the burden of proof rests on the carrier but, with respect to certain cases, the provisions of the Convention modify this rule.

Resolution adopted by the United Nations Conference on the Carriage of Goods by Sea (A/CONF.89/13, annex III)

The United Nations Conference on the Carriage of Goods by Sea,

Noting with appreciation the kind invitation of the Federal Republic of Germany to hold the Conference in Hamburg,

Being aware that the facilities placed at the disposal of the Conference and the generous hospitality bestowed on the participants by the Government of the Federal Republic of Germany and by the Free and Hanseatic City of Hamburg, have in no small measure contributed to the success of the Conference.

Expresses its gratitude to the Government and people of the Federal Republic of Germany, and having adopted the Convention on the Carriage of Goods by Sea on the basis of a draft Convention prepared by the United Nations Commission on International Trade Law at the request of the United Nations Conference on Trade and Development,

Expresses its gratitude to the United Nations Commission on International Trade Law and to the United Nations Conference on Trade and Development for their outstanding contribution to the simplification and harmonisation of the law of the carriage of goods by sea, and

Decides to designate the Convention adopted by the Conference as the: UNITED NATIONS CONVENTION ON THE CARRIAGE OF GOODS BY SEA, 1978, and

Recommends that the rules embodied therein be known as the HAMBURG RULES.

Africa - map



Africa - table

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Algeria	Hague Rules	13th October 1964	AD 400,000 per unit. Article 805, Algerian Maritime Code of 1998.
Angola	Hague Rules	2nd August 1952	
Botswana	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher. Botswana has not incorporated the Hamburg Rules into its code and it is therefore doubtful whether the courts would apply the Hamburg Rules
Burkina Faso	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Burundi	Hamburg Rules	1st October 1999	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Cameroon	Hague Rules Hamburg Rules	2nd June 1931 1st November 1994	Cameroon has not renounced the Hague Rules as required by Article 31 of the Hamburg Rules thus creating a conflict between conventions and has not incorporated the Hamburg Rules in its domestic code so that the Hamburg Rules would not be applied by its courts. SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Ethiopia	Hague Rules (Ethiopian Maritime Code)		500 Birrs
Egypt	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher
Gambia	Hamburg Rules	1st March 1997	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Ghana	Hague Rules (Bills of Lading Act 1961)	1961	Ghana, through its Shipping Act, No. 645 of 2000, has limitations of 167,000 units of account for a ship with a tonnage not exceeding 500 tons, plus 167 units of account for each ton from 501 to 30,000 tons, plus 125 units of account for each ton from 30,001 to 70,000; plus 83 units of account for each ton in excess of 70,001 tons.
Guinea	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher. Guinea has not renounced the Hague Rules as required under Article 31 of the Hamburg Rules, thereby creating a conflict between conventions.

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Guinea-Bissau	Hague Rules	2nd August 1952	
Ivory Coast	Hague Rules	15th June 1962	Equivalent in CFA Francs of £200 sterling per package or unit. The rate of exchange to be used is that prevailing at the time of the vessel's arrival at the port of discharge.
Kenya	Hague Rules Hamburg Rules	2nd June 1931 1st November 1992	£100 Sterling per package or unit SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher Kenya is a party to the Hamburg Rules but the Rules have not yet been implemented in the domestic legislation. We understand the courts still apply the Hague Rules.
Lesotho	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher Lesotho has not incorporated the Hamburg Rules in its domestic code and it is therefore doubtful if the courts would apply the Rules
Liberia	Hamburg Rules	1st October 2006	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Madagascar	Hague Rules	13th January 1966	
Malawi	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher. Malawi has not incorporated the Hamburg Rules in their domestic code and it would not therefore be applied by the courts.
Mauritius	Hague Rules	12th March 1968	£100
Morocco	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher
Mozambique	Hague Rules	2nd August 1952	
Nigeria	Hague Rules Hamburg Rules	2nd June 1931 1st November 1992	200 Naira per package or unit SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher. Although Nigeria is not a party to the Hague Rules, principles of the Rules have been incorporated into Nigerian domestic law. Nigeria is a party to the Hamburg Rules but the Rules have not yet been incorporated into domestic legislation. We understand the Hague Rules are still applied by the courts in Nigeria.

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Sao Tome & Principe	Hague Rules	2nd August 1952	£100
Senegal	Hamburg Rules (Law ref. 86.11)	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher
Seychelles	Hague Rules	2nd June 1931	
Sierra Leone	Hague Rules Hamburg Rules	2nd June 1931 1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher Has not denounced Hague Rules as required under Art. 31 of the Hamburg Rules and a conflict between conventions therefore exists.
Somalia	Hague Rules	2nd June 1931	
South Africa	Hague-Visby (Carriage of Goods by Sea Act 1986 and Shipping General Amendment Act 1997)	4th July 1986	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. Although South Africa is not a party to the Convention, principles of the Hague Visby Rules and the SDR Protocol have been incorporated into South African domestic law.
Tanzania	Hague Rules Hamburg Rules	9th December 1963 1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher. Has not denounced Hague Rules as required under Art. 31 of the Hamburg Rules and a conflict between conventions therefore exists.
Tunisia	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher
Uganda	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher
Zaire	Hague Rules	17th January 1968	
Zambia	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher. Zambia has not incorporated the Hamburg Rules in its domestic Code, such that it would not be applied by the courts.

North America - map



North America - table

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Antigua and Barbuda	Hague Rules	2nd June 1931	
Bahamas	Hague Rules	2nd June 1931	£100 sterling
Barbados	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher. Barbados has not denounced the Hague Rules in accordance with Article 31 of the Hamburg Rules and a conflict between Conventions therefore exists.
Belize	Hague Rules	2nd June 1931	
Canada	Hague-Visby Rules (Marine Liability Act)	8th August 2001	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. Principles of Hague-Visby Rules adopted in domestic legislation. Canada has also adopted the Hamburg Rules but these are not enforce. By Canadian law, the country must every 5 years consider whether to enact the Hamburg Rules.
Cuba	Hague Rules	25th January 1978	Cuban \$100
Dominica	Hague Rules	2nd June 1931	
Dominican Republic	Hamburg Rules	1st October 2008	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher.
Jamaica	Hague Rules	2nd June 1931	
Mexico	Hague-Visby Rules (Ley de Navegacion)	20th August 1994	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
St. Vincent & The Grenadines	Hamburg Rules	1st October 2001	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher
United States of America	Hague Rules (US COGSA)	29th June 1936	USD 500 per package or unit. The United States is a party to the Convention, the main terms of which are incorporated in US COGSA 1936. US COGSA, however, applies to inward and outward carriage and sets out a slightly different limitation value. In instances of conflict between the Rules and US COGSA, US COGSA will prevail. In some circuits the carrier is unable to limit liability unless the shipper is afforded a fair opportunity to declare a higher value for the goods and to pay a correspondingly higher freight rate. The opportunity can be afforded by inclusion of an appropriate box on the face of the bill of lading.

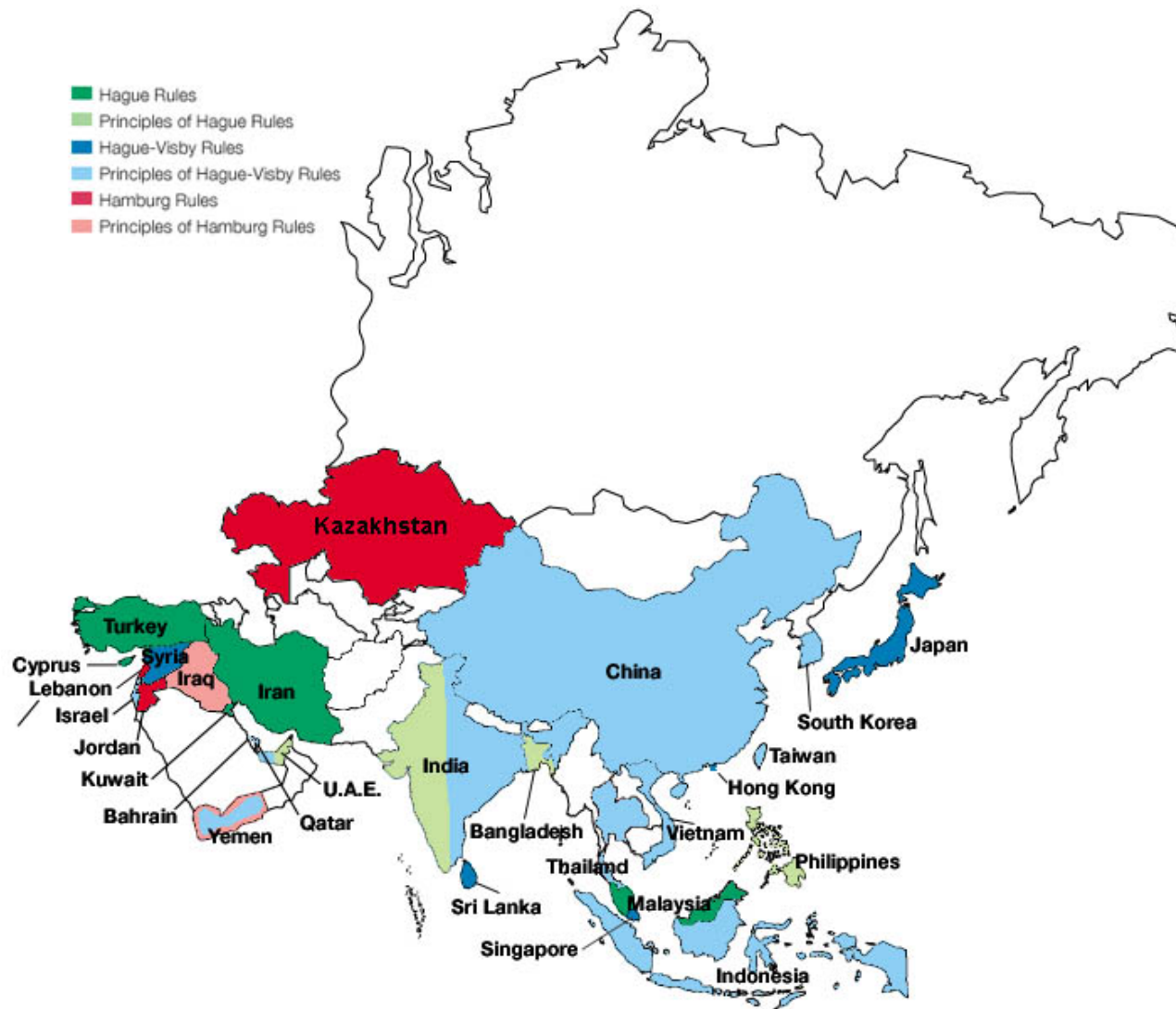
South America - map



South America - table

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Argentina	Hague Rules (Law 15787, sanctioned by Decree-Law 20094)	19th October 1961 and 15th January 1973, respectively	£100 gold and 400 Gold Pesos respectively Although Argentina is not a party to the Hague-Visby Rules, it has adopted some of the principles of this convention in domestic law by decree law 200094. Where the Hague Rules apply by force in the country of shipment, the limit of the gold value of 100 pounds sterling applies. but in the case of shipment from a non-Hague country and in domestic trade the limit of 400 gold pesos applies.
Bolivia	Hague Rules	28th November 1982	£100
Chile	Hamburg Rules (Book III of Chilean Code of Commerce)	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo, whichever is the higher. For delay, the limitation is 2.5 times the freight, not exceeding total freight payable.
Ecuador	Hague-Visby Rules (Decree No. 935 and publication in Official Register No. 518)	18th November 1975 and 1st February 1978, respectively	Equivalent to 10,000 gold francs per package or unit or 30 gold francs per kilo of gross weight, whichever is the higher
Guyana	Hague Rules	2nd June 1931	
Paraguay	Hamburg Rules	1st August 2006	SDR 835 per package or unit or SDR 2.5 per kilo, whichever is the higher
Peru	Hague Rules (Supreme Resolution 687)	29th April 1965	£100 per package (Gold value). The position in Peru is uncertain as to whether the Hague Rules have been effectively enacted by this Supreme Resolution, which is an administrative act, and not an Act of Parliament.
Trinidad & Tobago	Hague Rules	2nd June 1931	
Venezuela	Hague-Visby Rules (Law on Maritime Commerce, Chapter III, Title V)		SDR 667 per package or unit or SDR 2.5 per kilo of gross weight or goods whichever is the higher Although Venezuela is not party to the Convention it applies a Hague Visby Rules type regime with aspects of Hamburg Rules, e.g. period of responsibility.

Asia - map



Asia - table

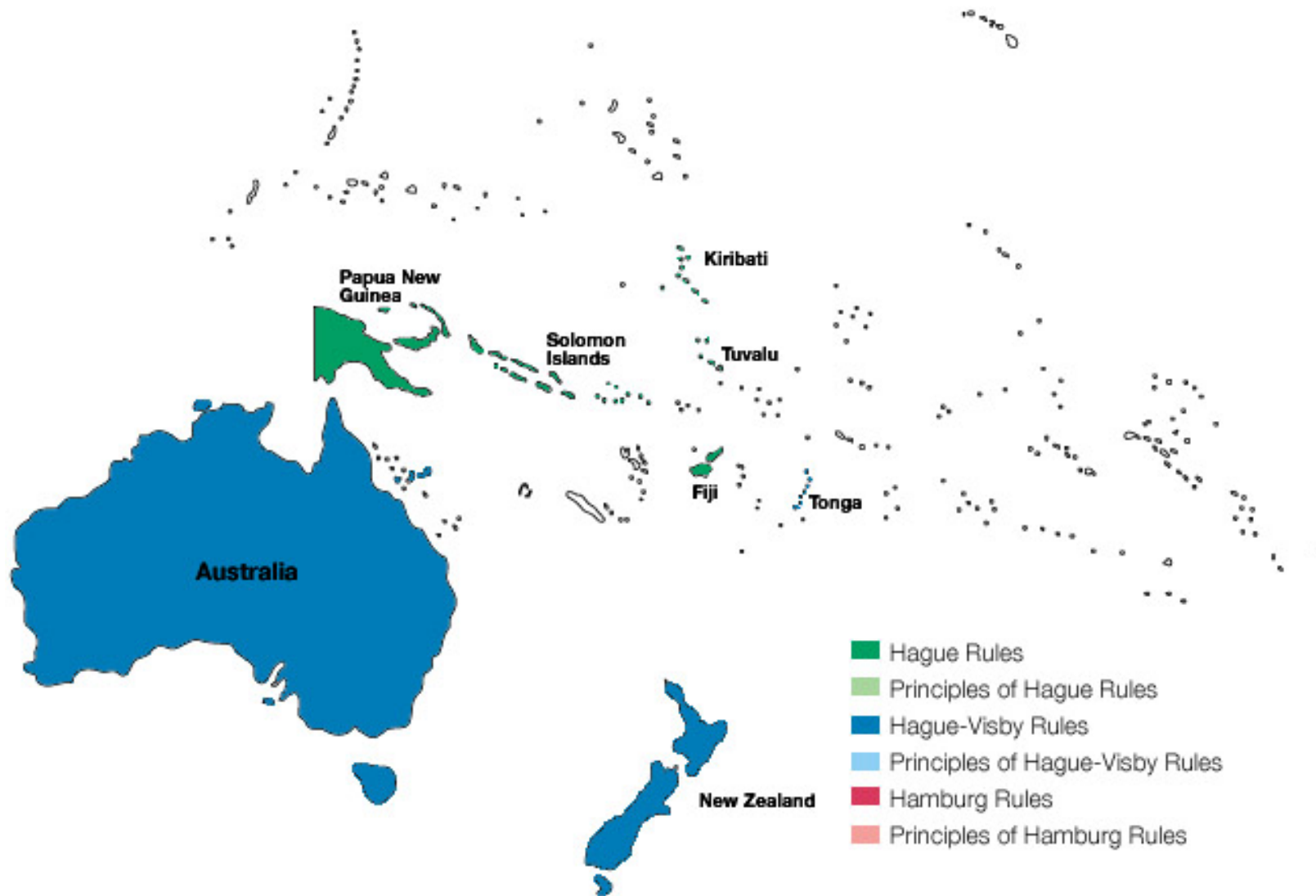
Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Bahrain	Hague-Visby Rules (Bahrainian Maritime Code of 1982)	1982	100 Bahrain Dinar per package or unit (but nothing for weight) Although Bahrain is not a party to the Convention, some principles of the Hague-Visby Rules have been enacted into Bahraini domestic legislation.
Bangladesh	Hague Rules (Law of Continuance of 1972)	1972	£100 per package Although Bangladesh is not a party to the Convention, the principles of the Hague Rules have been enacted into Bangladeshi domestic legislation. In some cases the Gold value is applied, but the position is uncertain.
China	Hague-Visby/ Hamburg Rules (PRC Maritime Code)	1st July 1993	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher Applies a mix of Hague-Visby Rules and Hamburg Rules, although not a party to the Hague-Visby Rules. Limitation for delay equivalent to the amount of freight payable on the goods delayed. No limitation for delay in domestic trade.
Cyprus	Hague Rules (Carriage of Goods by Sea Law Cap 263)	2nd June 1931	£100 (Gold value) per package or unit Hague Rules came into force internationally on 2nd June 1931 but the Rules had been incorporated into domestic law by Law of 1927.
Hong Kong	Hague-Visby Rules (Carriage of Goods by Sea Ordinance)	16th December 1994	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
India	Hague Visby Rules Multimodal Transportation of Goods Act 1993	16th October 1992	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher India is not a party to the convention.
Indonesia	Hague-Visby Rules (Indonesian Commercial Code)	Various from 1847	DFL as converted to Indonesian Rupiah 600 per package. Although Indonesia is not party to the convention principles thereof have been incorporated into domestic law. The package limitation is in doubt as there is no firm ruling by the Indonesian courts.
Iran	Hague Rules (Iranian Maritime Code)	18th July 1966	£100 per package (Gold value)

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Iraq	Hamburg Rules (Law of Transport No. 80 of 1983)	9th February 1984	1.250 Iraqi Dinar per kilo of gross weight or 350 Iraqi Dinars per package or shipping unit, whichever is the higher. Iraq is not a party to the convention, but principles thereof have been adopted in domestic law.
Israel	Hague-Visby Rules (Carriage of Goods by Sea Act)	13th January 1992	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher Although Israel is not a party to the convention, principles thereof have been adopted in domestic law.
Japan	Hague-Visby Rules (Japanese International Carriage of Goods by Sea Act 1992)	1st June 1993	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher Japan became party to the Hague-Visby Rules through ratification of the Special Drawing Rights Protocol of 1979, thereby expressly accepting the Brussels Protocol of 1968. Japan also provides that the carrier is not liable for pure economic or consequential loss.
Jordan	Hamburg Rules	1st June 2002	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Kazakhstan	Hamburg Rules	1st July 2009	SDR 835 per package or unit or SDR 2.6 per kilo of gross weight of the cargo whichever is the higher
Korea, (Republic of)	Hague-Visby Rules	1st January 1993	From 3 August 2008, Korea applies the (Korean Commercial Code) SDR 666.67 package limitation, but nothing for weight. From 3 August 2010 Korea will apply the SDR 2 per kg weight limitation. Korea is not a party to the Convention.
Kuwait	Hague Rules (Law 21/69 and Maritime Commerce Law of 1980)	1969 and 1980	250 Kuwait Dinars per package or unit or 750 fils per kilo of gross weight of the goods, whichever is the higher. According to local practice, the Hague Rules are only taken into consideration to a certain extent, as the Kuwait Law of Maritime Commerce of 1980 supersedes all other laws.
Lebanon	Hamburg Rules (Law No. 4 of 5th December 1983)	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo whichever is the higher. Lebanon has not renounced neither the Hagule Rules nor the Hague Visby Rules as required under Article 31 of the Hamburg Rules. Thus creating a conflict between conventions.
Malaysia	Hague Rules (Carriage of Goods by Sea Act 1950, revised 1994)	Various (for different Malaysian states)	£100 Sterling gold value

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Philippines	Hague Rules (Commonwealth Act No. 65)	1936	USD 500 per package. Although the Philippines are not a party to the convention, the principles of the Hague Rules (a US COGSA variant) have been incorporated into domestic law.
Qatar	Hague-Visby Rules (Law 15/80)	1980	1,000 Riyals per package or unit. Qatar is not a party to the convention but has incorporated principles of the Hague Visby Rules in Qatari domestic law.
Singapore	Hague-Visby Rules (Carriage of Goods By Sea Act 1972)	23rd June 1977	10,000 gold francs per package or unit or 30 gold francs per kilo. Value fixed by statute at S\$1,563.65 and S\$ 4.69 respectively.
Sri Lanka	Hague-Visby Rules (Carriage of Goods by Sea Act of 1982)	1982	10,000 gold francs per package or unit, or 30 gold francs per kilo whichever is the higher
Syria	Hamburg Rules Hague-Visby (Decree No. 90/73)	17th October 2003 10th February 1975	Syria has acceded to the Hamburg Rules but applies Hague Visby Rules limits. SP 20,000 per package or unit or SP 60 per kilo whichever is the higher
Taiwan	Hague-Visby Rules (Maritime Code)	1999	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher. Taiwan is not a party to the convention but principles of the Hague Visby Rules have been incorporated into Taiwanese law.
Thailand	Hague Visby Rules	27th September 1991	Baht 10,000 per package or unit or Baht 30 per kilo whichever is the higher
Turkey	Hague Rules (Turkish Code of Commerce)	1st January 1956	TL 100,000. Because of a precedent established by the Turkish Court of Appeal years ago it is uncertain whether the package limitation established in the Code of Commerce is applicable to cases where the bill of lading contains the cargo invoice number or details of the underlying letter of credit. For Members trading to Turkey the following bill of lading clause may be recommended: "Particulars of sale contract and/or order and/or letter of credit shown herein were inserted at shippers' request and were not checked by the carrier/Master/ship agents, to whom no documentation relating thereto has been presented. It is therefore agreed that the insertion of such particulars into this bill of lading must not be regarded as a declaration of value of the goods."

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
United Arab Emirates	Hague-Visby Rules (Federal Law No. 26 of 1981)	November 1981	Dh 10,000 per package or unit taken as a basis in computing the freight or Dh 30 per kilo of gross weight of the goods, whichever is the higher. UAE is not a party to the Hague-Visby Rules, but principles similar to the convention have been incorporated into domestic law.
Vietnam	Hague-Visby Rules (Maritime Code of Vietnam)	30th June 1990	10,000 gold francs per package or 30 gold francs per kilo whichever is the higher, converted into Vietnamese Dong at the State Bank of Vietnam's prevailing exchange rate. Although Vietnam is not a party to the convention, principles of the Hague-Visby Rules have been incorporated in Vietnamese law.
Yemen	Hague-Visby/ Hamburg Rules (Law No. 15/94)	1994	Y Rials 30,000 per package or Y Rials 100 per kilo of gross weight, whichever is the higher. Although Yemen is not a party to neither the Hague-Visby nor Hamburg Rules, but principles similar to the conventions have been incorporated in Yemeni law.

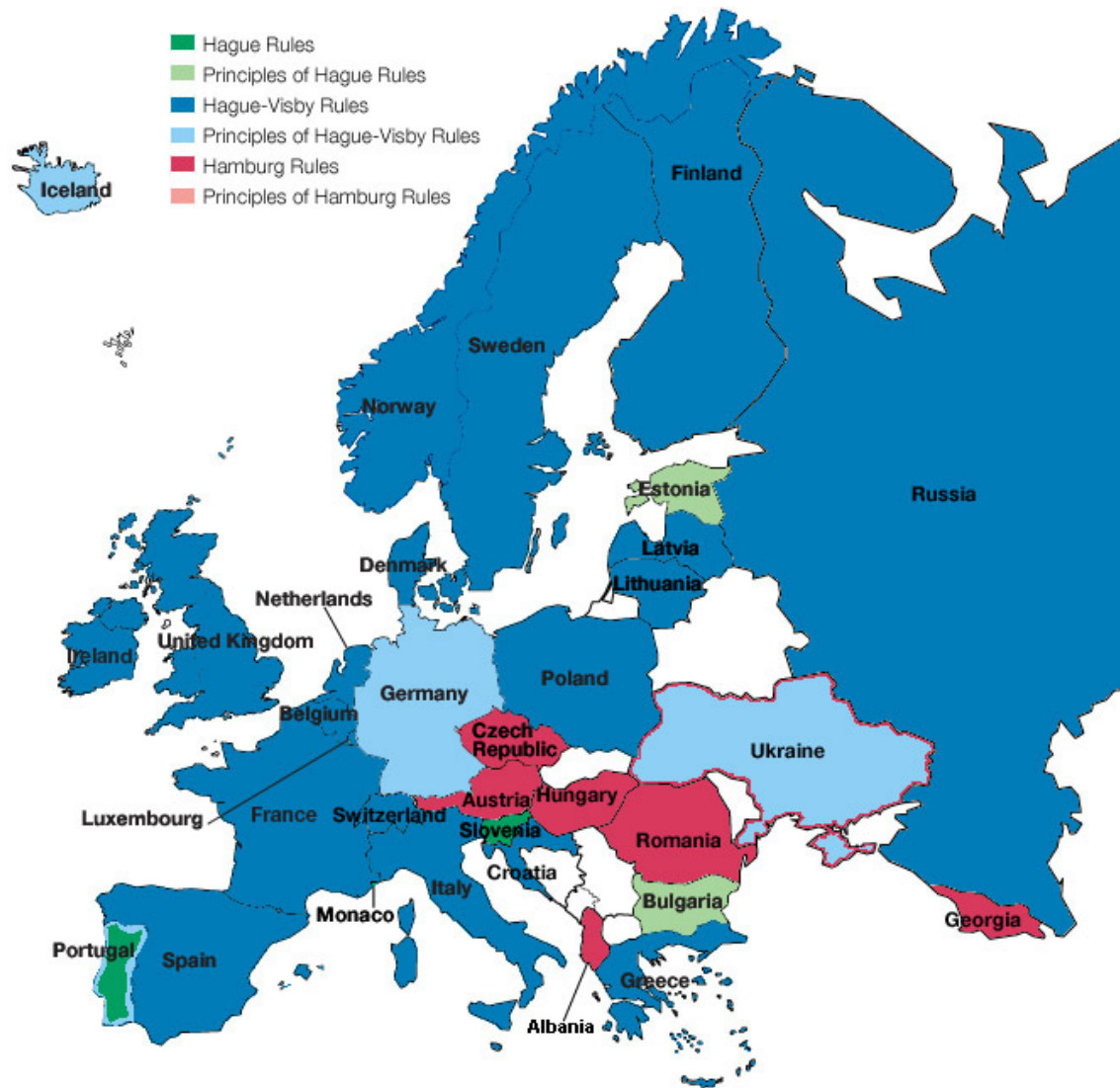
Australia and the Pacific - map



Australia and the Pacific - table

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Australia	Hague-Visby Rules (Carriage of Goods by Sea Act 1991 and Carriage of Goods by Sea Regulations 1998)	1st November 1991	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. The 1998 regulations had the effect of repealing part of Article 10 of the Hague-Visby Rules and replacing them with local modifications which are akin to some elements of the Hamburg Rules.
Fiji	Hague Rules	2nd June 1931	Fijian \$236
Kiribati	Hague Rules	2nd June 1931	
New Zealand	Hague-Visby Rules (Maritime Transport Act)	20th March 1995	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
Papua New Guinea	Hague Rules	4th January 1956	£100
Solomon Islands	Hague Rules	2nd June 1931	
Tonga	Hague-Visby Rules	13th September 1978	Equivalent to 10,000 gold francs per package or unit or 30 gold francs per kilo of gross weight, whichever is the higher

Europe - map



Europe - table

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Albania	Hamburg Rules	1st August 2007	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Austria	Hamburg Rules	1st August 1994	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher Austria has a domestic limitation of liability of ATS 16,000 (approx. EUR 7,000) under its commercial code.
Belgium	Hague-Visby Rules	6th December 1978	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. Applies to both imports and exports. It may be possible in Belgium, to apply the specific package limitation referred to in the Bill of Lading in certain cases.
Bulgaria	Hague Rules (Code of Merchant Shipping 1970, last amendment 1994)	1970	0.28 Bulg.levs per cargo unit. Although Bulgaria is not a party to the Convention, principles somewhat similar to those of the Hague Rules have been incorporated into Bulgarian domestic law. The court is divided as to whether the limitation should be £100 Sterling or £100 gold value per package. According to the Bulgarian Code of Merchant Shipping, the parties in a contract of affreightment are free to chose the terms governing their contracts and in practice regularly use the Hague, Hague-Visby or Hamburg Rules instead of the Bulgarian Code. The Code's package limitation value are to be used only when the parties have not stipulated provisions in the bill of lading concerning the package limitation value.
Croatia	Hague-Visby Rules	28th January 1999	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. Some elements of the Hamburg Rules have been incorporated into domestic law.
Czech Republic	Hamburg Rules	1st July 1996	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Denmark	Hague-Visby Rules (Danish Maritime Code)	23rd June 1977	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. For domestic trade between Denmark, Finland, Norway and Sweden, each country has added the Hamburg Rules to its code, but retained Hague-Visby Rules limitation, one year time limit for suit, and defense of error of navigation or management of the ship.
Estonia	Hague Rules (Estonian Merchant Shipping Code)	1st March 1992 21st September 1993	EEK 2,000 per unit. Although Estonia is not a party to the convention, principles somewhat similar to those of the Hague Rules have been incorporated into domestic Estonian law.

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Finland	Hague-Visby Rules (Finnish Maritime Code)	15th July 1994	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher. For domestic trade between Denmark, Finland, Norway and Sweden, each country has added the Hamburg Rules to its code, but retained Hague-Visby Rules limitation, one year time limit for suit, and defense of error of navigation or management of the ship.
France	Hague-Visby Rules	23rd June 1977	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
Georgia	Hamburg Rules	1st April 1997	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher
Germany	Hague-Visby Rules (German Commercial Code)	31st July 1986	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher Germany has not ratified the Hague-Visby Rules but the principles of the convention have been incorporated into domestic law by the German Commercial Code.
Greece	Hague-Visby Rules (Act No. 2107/1992)	23rd June 1993	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. Where domestic Greek law applies, such as international carriage with no bill of lading, the package limit is EUR 733.67.
Hungary	Hamburg Rules	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher. Hungary has not incorporated the Hamburg Rules into its commercial code and the Rules would therefore not be applied by the courts.
Iceland	Hague-Visby Rules (Law 34/1985)	1985	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher. Although Iceland is not a party to the Convention, the principles of the Hague-Visby Rules have been incorporated into domestic law.
Ireland	Hague-Visby Rules (Merchant Shipping (Liability of Shipowners and Others) Act 1996)	6th February 1997	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
Italy	Hague-Visby Rules (Laws 243 and 244 of 12th June 1984)	22nd November 1985	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Latvia	Hague-Visby Rules	26th February 2002	SDR 666.67 per package or SDR 2 per kilo whichever is the higher
Lithuania	Hague-Visby Rules	2nd June 2004	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
Luxembourg	Hague-Visby Rules	18th May 1991	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
Monaco	Hague Rules	15th November 1931	£100
Netherlands	Hague-Visby Rules (Dutch Civil Code)	26th July 1982	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher
Norway	Hague-Visby Rules (Norwegian Maritime Code)	23rd June 1977	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher. The Act of 2nd August 1996 No. 2 concerning amendments to the Maritime Code (Salvage and Special Rules for Domestic Carriage of General Cargo) effective 1st January 1997 increased the package limitation in respect of domestic maritime transport to SDR 17 per kilo. For domestic trade between Denmark, Finland, Norway and Sweden, each country has added the Hamburg Rules to its code, but retained Hague Visby Rules limitation, one year time for suit and defense of error of navigation or management of the ship.
Poland	Hague-Visby Rules	12th May 1980	SDR 667.67 per package or unit or SDR 2 per kilo whichever is the higher
Portugal	Hague Rules (Internal Decree 19857/31 and Decree-Law 352/86)	2nd June 1932/ 21st November 1986	EUR 498.80 per package or unit. Portugal has not ratified the Hague-Visby Rules. However, Decree-Law 352/86 introduced into Portuguese law principles relating to package limitation similar to those of the Hague-Visby Rules. It made clear that a container will itself be a "unit" if the bill of lading does not specify the number of packages which are carried inside the container.
Romania	Hamburg Rules (Decree 343, published in Official Gazette No. 95)	1st November 1992	SDR 835 per package or unit or SDR 2.5 per kilo of gross weight of the cargo whichever is the higher

Country	Hague/Hague Visby/ Hamburg (or equivalent)	Date enacted	Package limitation
Russia (Federation of)	Hague-Visby Rules (Merchant Shipping Code)	1st May 1999	SDR 666.67 per package or unit or SDR 2 per kilo of gross weight of the cargo whichever is the higher Russia has ratified the SDR Protocol of 1979.
Slovenia	Hague Rules	25th June 1991	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher. Slovenia is party to the Hague Rules, but elements of the Hague-Visby Rules were incorporated into national legislation in 2001 through the Maritime Code. Thus it applies the Hague-Visby package limitation.
Spain	Hague-Visby Rules	11th February 1984	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher. Spain became party to the Hague-Visby Rules through ratification of the SDR Protocol of 1979 thereby expressly accepting the Brussels protocol of 1968.
Sweden	Hague-Visby Rules (Swedish Maritime Code)	1st October 1994	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher For domestic trade between Denmark, Finland, Norway and Sweden, each country has added the Hamburg Rules to its code, but retained Hague Visby Rules limitation, one year time for suit and defense of error of navigation or management of the ship.
Switzerland	Hague-Visby Rules	23rd June 1977	SDR 667 per package or unit or SDR 2 per kilo whichever is the higher
Ukraine	Hamburg Rules/ Hague-Visby Rules (Marine Code of Ukraine)	9th November 1994	SDR 666.67 per package/unit or SDR 2 per kilo of gross mass of missing, damaged or spoiled cargo, whichever sum is the greater, excluding the cost of container or other transport facility belonging to Shipper (Charterer). Although Ukraine is not party to any of the carriage conventions, some of the principles of the Hague-Visby Rules and some of the Hamburg Rules have been introduced into Ukrainian domestic legislation.
United Kingdom	Hague-Visby Rules (Carriage of Goods by Sea Act 1971)	23rd June 1977	SDR 666.67 per package or unit or SDR 2 per kilo whichever is the higher Includes Bermuda, British Antarctic Territory, British Virgin Islands, Cayman Islands, Falkland Islands, Gibraltar, Isle of Man, Monserrat.