Shipping & International Trade Law

This second edition of Shipping & International Law aims to provide a first port of call for clients and lawyers to start to appreciate the issues in numerous maritime jurisdictions. Each chapter is set out in such a way that readers can make quick comparisons between the litigation terrain in each country, determining the differences between, for example, the rights of cargo interests to claim for cargo loss or damage in Italy and England.

A remarkable breadth of jurisdictions is covered, while the contributors are all leading lawyers in their countries and are ideally placed to provide practical, straightforward commentary on the inner workings of their respective legal systems.
Contents

Preface to the first edition  Norman Hay  Cargill International SA  v
Foreword to the first edition  David Lucas  Hill Dickinson LLP  vii
Foreword to the second edition  David Lucas  Hill Dickinson LLP  xi

Angola  João Afonso Fialho & José Miguel Oliveira  Miranda Correia Amendoeira & Associados in association with Fátima Freitas Advogados  1
Argentina  Fernando Ramón Ray & Alejandro José Ray  Edye, Roche, De La Vega & Ray  27
Australia  Geoff Farnsworth & Natalie Puchalka  Holding Redlich  47
Canada  Douglas G. Schmitt  Alexander Holburn Beaudin + Lang LLP  65
China  Chen Xiangyong and Wang Hongyu  Wang Jing & Co  85
Cyprus  Vassilis Psyras, Andreas Christofides & Costas Stamatiou  Andreas Neocleous & Co LLC  105

Denmark  Johannes Grove Nielsen  Bech-Bruun  127
England & Wales  David Lucas, Jeff Isaacs & David Pitlarge  Hill Dickinson LLP  145
Finland  Ulla von Weissenberg & Linda Ojanen  Attorneys at Law Borenius Ltd LLP  177
France  Laurent Garrabos  BCW & Associés  195
Germany  Jobst von Werder & Ingo Gercke  REMÉ Rechtsanwälte  219
Greece  Maria Moisidou  Hill Dickinson International  239
Hong Kong  Damien Laracy & Michael Ng  Laracy & Co and Mike Mallin  Hill Dickinson Hong Kong LLP  271
India  Prashant S. Pratap, Senior Advocate  307
Indonesia  Juni Dani  Budidjaja & Associates  321
Israel  Amir Cohen-Dor  S Friedman & Co  337
Italy  Paolo Manica & Michele Mordiglia  Studio Legale Mordiglia  357
Japan  Tetsuro Nakamura, Tomoi Sawaki & Minako Ikeda  Yoshida & Partners  371
Malta  Dr Ann Fenech & Dr Adrian Attard  Fenech and Fenech Advocates  385
Mexico  Enrique Garza, Roger Rodriguez & Ramiro Besil  Garza Tello & Asociados SC  407
Mozambique  João Afonso Fialho & Sofia Paramés  Miranda Correia Amendoeira & Associados in association with Pimenta Dionisio & Associados  435

The Netherlands  Wilbert ten Braak, Rene van Leeuwen, Hans Posthumus Meyjes & Elisabeth TA Naaykens  Hampe Meyjes advocaten  463
Nigeria  Emmanuel Achukwu  The Campbell Law Firm  477
<table>
<thead>
<tr>
<th>Country</th>
<th>Name</th>
<th>Firm/Office</th>
<th>Page</th>
</tr>
</thead>
<tbody>
<tr>
<td>Panama</td>
<td>Jorge Loaiza III, Arias, Fabrega &amp; Fabrega</td>
<td>497</td>
<td></td>
</tr>
<tr>
<td>Peru</td>
<td>Percy Urday, Moncloa, Vigil, Del Rio &amp; Urday</td>
<td>515</td>
<td></td>
</tr>
<tr>
<td>Poland</td>
<td>Sławomir Nowicki, Alina Łuczak, Katarzyna Bielarczyk, Agnieszka Nowicka</td>
<td>533</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Wybranowski Nowicki Law Office</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Portugal</td>
<td>João Afonso Fialho &amp; José Miguel Oliveira, Miranda Correia Amendoeira</td>
<td>557</td>
<td></td>
</tr>
<tr>
<td></td>
<td>&amp; Associados</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Russia</td>
<td>Elena Popova, Sokolov, Maslov &amp; Partners</td>
<td>581</td>
<td></td>
</tr>
<tr>
<td>Singapore</td>
<td>Raghunath Peter Doraisamy, Selvam LLC</td>
<td>599</td>
<td></td>
</tr>
<tr>
<td>South Africa</td>
<td>Shane Dwyer &amp; Jennifer Finnigan, Shepstone &amp; Wylie</td>
<td>623</td>
<td></td>
</tr>
<tr>
<td>South Korea</td>
<td>Byung-Suk Chung, Kim &amp; Chang</td>
<td>647</td>
<td></td>
</tr>
<tr>
<td>Spain</td>
<td>Verónica Meana Larrucea, Santiago López-Caravaca Boluda, Meana Green Maura &amp; Co</td>
<td>667</td>
<td></td>
</tr>
<tr>
<td>Turkey</td>
<td>Emre Ersoy &amp; Zihni Bilgehan, Ersoy Bilgehan Lawyers and Consultants</td>
<td>685</td>
<td></td>
</tr>
<tr>
<td>Ukraine</td>
<td>Alexander Kifak &amp; Artyom Volkov, ANK Law Office</td>
<td>703</td>
<td></td>
</tr>
<tr>
<td>United Arab Emirates</td>
<td>Adrian Chadwick &amp; Raymond Kisswany, Hadef &amp; Partners</td>
<td>721</td>
<td></td>
</tr>
<tr>
<td>United States</td>
<td>John Kimball &amp; Emma Jones, Blank Rome LLP</td>
<td>739</td>
<td></td>
</tr>
<tr>
<td>Contact details</td>
<td></td>
<td>755</td>
<td></td>
</tr>
</tbody>
</table>
Preface to the first edition

Cargill International SA  Norman Hay

I am greatly honoured to be asked to write the preface to this timely worldwide review of shipping and trading law.

Over the last 30 years, the volume and variety of international trade in and shipping of commodities has grown dramatically. Liberalisation of global markets, and the need for commodity inputs as those markets have developed, have promoted this growth.

International shipping trade is central to the economy of the planet. Without it, there can be no increase in economic value which allows billions of people to raise themselves out of poverty.

However, as with all such rapid growth, there comes a parallel increase in risk associated with the commodities being transported and the vessels undertaking such transport.

The notion of risk in international trade goes back thousands of years and in each period of growth there has been the need for legal frameworks to handle disputes. The necessity for such legal systems is of utmost importance to the trade itself. Without such structures, an understanding of where risk occurs and how to mitigate it becomes clouded and there will be a drag on the growth of trade itself.

This book represents a milestone in providing an international comparative survey of legal risks, issues and indeed opportunities pertaining to shipping and trading activities. The volume takes a pragmatic approach by setting out a series of answers to questions that confront market participants to illustrate the variety and types of legal dispute that can arise, and to help managers and practitioners navigate through the risk areas.

The sheer size and complexity of the shipping and trading business would, on its own, lead to significant legal disputes. In addition, however, there has been a substantial increase in price volatility in the markets for the goods that these vessels carry. This volatility is increasing as the list of importing and exporting countries and the variety of the goods they trade also increases dramatically.

While the companies and businesses involved in international trade have adopted a wide variety of methods to limit their risk (eg, stringent counterparty credit control, surveillance technologies and sophisticated trading instruments), such methods are insufficient to reduce to zero default risk and the inevitable legal disputes.

This volume provides invaluable introductions to the diverse ways in
which the various legal systems address common forms of default and the legal remedies which are available to the parties to resolve their differences.

The majority of international trade and shipping contracts are governed by English Law. However, given the vast number of countries now engaged in trade, it is inevitable that other legal systems will impinge on the underlying contracts. This volume details and examines how such legal overlap can occur and presents new ideas on the implications and the methodologies that parties faced with legal disputes can adopt in such conflicting situations.

Without a doubt, this volume provides a unique set of insights into this complicated but incredibly important area of global trade and its authors and editors are to be commended on the quality of the analysis.

Norman Hay,
President, Cargill International SA
Geneva, 2011
Until recently, shipping and commodities law was considered by the wider world to be a fairly esoteric specialism of restricted general relevance. Laymen hardly focused on vagaries of market movements (except during times of historic crisis such as the aftermath of the Yom Kippur War) let alone the transnational impact of those movements.

Now, all that has changed. Everyone in the world who has to buy food, fuel, garments or who has access to the media is only too well aware of the impact of fluctuations in commodity prices. They have seen the prices of, say, wheat and sugar soar (roughly doubling in the six months from June 2010), cotton rocket (almost quadrupling in the two years from early 2009), crude oil rise inexorably (almost tripling in the same period), back nearly to the dizzy heights reached before the collapse in mid-2008. Similar rises have been experienced with non-ferrous metals, iron ore, coal, fertilisers and numerous other commodities. The list is almost endless. All these price movements are, virtually without exception, overshadowed by the quite spectacular boom and bust of 2008.

Equally, freight rates have undergone even more spectacular convulsions with, for example, the Baltic Dry Index rising to well over 11,000 in mid-2008, before collapsing to less than a mere tenth of that figure within the space of a very few months.

The causes of this turmoil in the markets are too well known to merit repetition in this brief introductory Foreword. But what does merit consideration here is the stark way in which such turmoil illustrates the interconnectedness of the modern world. When China imports record quantities of crude oil, prices at the petrol pumps in Europe rise. When Russia suffers drought and bans wheat exports, the price of bread in Egypt soars. This would not happen if the modern world economy were not so inextricably wedded to international trade on a vast scale. The world as it has fashioned itself could not exist without it. Although trade between nations and regions goes back to the ancient Phoenicians and perhaps beyond, the present level of global interdependence is unprecedented.

The rest of this volume will be devoid of statistics, so I hope I will be forgiven for offering just three sets of impressive figures which, I suggest, place in context the importance of the topics covered in this book:
• about 90 per cent of world trade is carried by the international shipping industry;
Foreword to the first edition

according to the International Maritime Organisation, in 2008 (the last year for which figures are currently available) there were almost 53,000 cargo carrying ships with a total deadweight of almost 1.2 billion tonnes (almost double the figure for 1990). Cargo traffic exceeded 8 billion tonnes and almost 34 billion tonne miles were sailed; and

seaborne trade in the main bulk cargoes (iron ore, grain, coal, bauxite/alumina and phosphate) grew from 448 million tonnes in 1970 to 1,997 million tonnes in 2007 and other dry cargoes grew from 676 million tonnes to 3,344 million tonnes in the same period.

The economic interdependence of the modern world economy is reflected in the interdependence of its diverse national legal systems. Legal practitioners in the field of international trade, whether in law firms or in-house, will be only too familiar with the need, often the very urgent need, to seek advice, assistance or local intervention, whether in the courts or with local authorities, in jurisdictions worldwide. Although English law remains the most common choice of governing law in trade-related contracts and the English court or arbitral jurisdiction remains the most popular contractual forum, other legal systems and fora are frequently chosen (particularly with the burgeoning growth of international arbitration) and, irrespective of contractual choice, often become relevant to the challenges facing a party in crisis. Examples are boundless but include: a ship owner whose vessel faces arrest; a cargo owner whose goods face the exercise of a lien by the ship owner; a buyer who is seeking to prevent a bank from paying under a letter of credit against fraudulent documents; unexpectedly, a transaction suddenly involves dealings with a state or entity subject to UN, EU or US sanctions; an underwriter of cargo on board a vessel which has suffered a collision. Advice may be needed as a matter of extreme urgency in one or more relevant jurisdictions where the crisis is occurring.

The purpose of this volume is to give those involved, or potentially involved, in such a crisis a brief and readily accessible guide as to how the relevant issues might be approached in the affected jurisdiction or jurisdictions. Needless to say, it cannot be a substitute for formal advice from a lawyer well versed in the relevant legal system after he has been fully briefed, but it is hoped that the short summaries of key legal issues will assist those seeking to manage a crisis by focusing expectations and enabling them to brief local lawyers with an awareness of the opportunities and pitfalls afforded by the relevant legal system. Within the constraints of the format of this volume it has only been possible to provide summaries of the law in a limited number of legal systems. To those states not represented, and to those who had hoped for guidance as to the law in any of those states, I extend my apologies.

I could not have carried out my functions in the preparation of this book without the tireless efforts of many to whom my profuse thanks are gladly offered. Also thanks to the eminent lawyers in the various jurisdictions who had so unstintingly given their time and expertise in providing their respective chapters. My colleagues at Hill Dickinson LLP, Jeff Isaacs, Andrew Meads, Andrew Buchmann and David Pitlarge, provided enormous help
both in formulating and refining the questionnaire for each chapter (which had to be thoughtfully composed to elicit the most helpful responses from our contributors) and in contributing the substantive content of the English chapter. Kay O’Brien worked selflessly to coordinate the project and to keep it on track. Not least, my warm thanks are owed to Michele O’Sullivan, the International Director, Emily Kyriacou, the Commissioning Editor, and the editorial team, for both inspiring me and my colleagues to undertake this project and tirelessly bringing it to fruition.

David Lucas, Hill Dickinson
General Editor
London, 2011
When the publishers asked Hill Dickinson to work with them on a second edition of this volume, my immediate reaction was that it might be premature, given that the basic principles in the various legal systems covered in the first edition were perhaps unlikely to have changed that much, if at all; and this book never claimed to cover more than basic principles, given that in the first edition 25 jurisdictions were covered within the span of just 400 pages.

However, it was pointed out to me that this would be an opportunity to expand the scope of the book to cover a number of jurisdictions which, for very good practical reasons, we had been unable to cover first time round. This opportunity has been seized with enthusiasm and I am delighted that this second edition has been expanded to cover some 36 jurisdictions, including many of considerable significance to the international trade and shipping community.

In the Foreword to the first edition, I described the commercial and geopolitical trends and convulsions, natural catastrophes and conflicts which so often underlay and drove the issues which had confronted international trade and shipping lawyers every day in their work: Such events did not of course cease with the first edition: a mere list of names, acronyms and words suffices to make the point: Syria, Ukraine, sanctions, OFAC, Costa Concordia, Ebola... This list could be expanded indefinitely.

Market prices of commodities and freight rates have of course continued to fluctuate – not as wildly, perhaps, as in some previous times, but sufficiently to drive defaults and thus to generate disputes between market participants. Meanwhile, statistics have continued to balloon. In the Forward to the first edition, I noted that in 2008 the world fleet of cargo carrying vessels accounted for a total deadweight of almost 1.2 billion tonnes; by January 2013 that figure had risen to 1.63 billion tonnes. Although the rate of growth of world GDP has slowed, nonetheless between 2008 and 2012 total cargo traffic increased from 8 to 9.2 billion tonnes. Just as trade continues to expand, so does the need for legal advice in multiple jurisdictions.

As before, it is my pleasure to thank the numerous contributors to this book for their support and time-consuming work aimed at making it as useful as possible to its readers. My colleagues at Hill Dickinson LLP, Jeff Isaacs and David Pitlarge have greatly contributed to the review and
Foreword to the second edition

updating of the English chapter. Not least, grateful thanks are due to the team at Thomson Reuters who have brought this second edition about: Emily Kyriacou, Katie Burrington, Dawn McGovern, Nicola Pender and Callie Leamy.

David Lucas, Hill Dickinson
General Editor
London, 2014
1. CONTRACTS OF CARRIAGE

1.1 Jurisdiction/proper law

1.1.1 In the absence of express provisions in a bill of lading (or charterparty), by what means will the proper law of the contract be determined?

The general maritime law of the United States governs disputes arising under maritime contracts. The general maritime law is a body of common law based on decisions of United States courts. Under the United States Constitution, Article III section 2, the United States Supreme Court has the power to determine maritime law. Within our respective eleven circuits, the Courts of Appeals have power to determine the law governing in the circuit if the Supreme Court has not ruled on the issue. The general maritime law applies whether the dispute is heard in federal court, either with admiralty or diversity jurisdiction, or in state courts.

The general maritime law embraces choice of law principles and in determining whether US or foreign law applies, the court will consider a number of factors. These include: the ship’s flag; the location of the wrongful act or breach; the parties’ domicile(s); the place of the contract and beneficial ownership. This list is neither exhaustive nor rigid, and US courts will examine these factors to determine what law applies.

The parties may include a choice of law clause in their contract and such clauses generally are enforced so long as they are not in conflict with public policy.

In the case of cargo shipments to or from the United States for which bills of landing are issued, the Carriage of Goods by Sea Act (‘COGSA’) applies by operation of law. It also is open to parties to other bills of lading and charters to incorporate COGSA, in which case it will govern as a contract term.

1.1.2 Will a foreign jurisdiction or arbitration clause necessarily be recognised?

Forum selection clauses in maritime contracts are generally enforced so long as the jurisdiction selected by the parties will provide due process of law. US courts generally recognise and enforce arbitration clauses (see Federal Arbitration Act, 9 U.S.C. section 2). US courts have authority to stay proceedings and compel parties to proceed with arbitration, including arbitration outside the United States (9 U.S.C. sections 4 and 206).
1.1.3 In the event that an injunction or order preventing proceedings is obtained in the agreed jurisdiction (whether court or arbitration), will this be recognised in your court?

Orders and injunctions of foreign courts may be recognised under the doctrine of comity if the foreign court follows procedures compatible with due process and US public policy. See, eg, Murray v British Broadcasting Corp, 906 F. Supp. 858 (S.D.N.Y. 1995).

1.1.4 Arbitration clauses

1.1.4.1 Will an arbitration and/or a jurisdiction clause set out in an incorporated document (such as a charterparty referred to in a bill of lading) be recognised if its text is not set out in the contract in question?

There is a strong public policy in the United States in favour of arbitration. Arbitration clauses in maritime contracts may be enforced under the Federal Arbitration Act, either by compelling arbitration or by staying proceedings pending arbitration. A contract may incorporate an arbitration provision by reference and so long as the parties have a written agreement to arbitrate, the clause will be enforceable. If a bill of lading incorporates a charterparty by reference with sufficient clarity to give notice to the parties, the charterparty’s arbitration provision will be binding on the parties to the bill of lading (Ibeto Petrochemical Industries, Ltd v M/T BEFFEN, 475 F.3d 56 (2d Cir. 2007)).

1.1.4.2 Will the incorporation of an unsigned arbitration agreement into a contract be recognised?

To be enforceable under the Federal Arbitration Act, an arbitration agreement must be in writing. It does not have to be signed by the parties. Although oral contracts are enforceable under maritime law, that is not true for arbitration agreements (In re Arb. Between Clover Trading Co and Trans Meridian, 1986 AMC 370 (S.D.N.Y. 1984)).

1.1.5 In any event, will all of the provisions of a charterparty incorporated into a bill of lading contract be recognised? Specifically, if a charterparty with an arbitration clause is incorporated into a bill of lading, is it necessary for the incorporating words to make express mention of the arbitration clause of the charter?

If a bill of lading incorporates a charterparty which contains an arbitration clause, it is generally not necessary for the incorporating words to specifically mention the arbitration clause.

However, some courts have held that an incorporated arbitration clause restricted to the immediate parties to the underlying document may not act to bind a non-party bill holder (ie, provision limited to owner and charterer). See Import Export Steel Corp v Mississippi Valley Barge Line Co, 351 F.2d 503 (2d Cir. 1965).
1.1.6 If a bill of lading refers to the terms of a charterparty, but without identifying it (eg, by date):

1.1.6.1 Will incorporation be recognised without such detail?
See 1.1.6.2 below.

1.1.6.2 If so, which charterparty will be incorporated?
US courts apply a case-by-case analysis, and the determination will turn on whether the incorporating language is specific enough to provide the party being charged with sufficient information to have identified the document or contract being incorporated. Generally, reference to a charterparty by date will suffice (Continental Insurance Co v Polish Steamship Co, 346 F.3d 281 (2d Cir. 2003)). Absent reference to a date, a court will apply contract principles to determine whether, under the particular circumstances of a given case, the language was sufficiently clear to result in incorporation.

1.2 Parties to the bill of lading contract

1.2.1 How is the carrier identified? In particular, what is the relationship between statements on the face of the bill and/or the signature by or on behalf of the Master and demise clauses/identity of carrier clauses?
The party issuing a bill of lading usually is identified on the face of the document and will be deemed a ‘carrier’. Most bills of lading also contain a clause identifying the carrier. The person signing the bill of lading does so on behalf of the carrier and must be given authority to sign. It is common practice for an agent of the carrier to sign the bill of lading for and on behalf of the master. It can include an owner, time charterer, voyage charterer, NVOCC, or some combination thereof, depending upon the circumstances under which the bill was issued. The analysis draws on agency principles. Some courts have held that even when a party did not issue or authorise issuance of a bill, it can still be considered a carrier if it was involved in performing the duties of a carrier, such as loading or handling the cargo (Joo Seng Hong Kong Co Ltd. v S.S. UNIBULKFIR, 483 F. Supp. 43 (S.D.N.Y. 1979)). Demise clauses that shift liability away from an actual carrier are generally considered void under COGSA (Thyssen Steel Co v M/V KAVO YERAKAS, 50 F.3d 1349 (5th Cir. 1995)).

1.2.2 Who is entitled to sue for loss or damage arising out of the carrier’s alleged default? In particular, by what means, if at all, are rights under the contract of carriage transferred?
A consignee, purchaser, holder, transferee or insurer (by right of subrogation) may have standing to sue the carrier for alleged breach of a contract of carriage, provided it is a party to the contract. A party suffering damage to a proprietary interest is also entitled to sue a carrier (Schoenbaum, Admiralty and Maritime Law, Volume 2, section 10:10). To the extent they serve as a document of title to the goods, order bills of lading are freely transferable. Under an order bill, the holder possesses title to the goods at issue. As a document of title, therefore, an original order bill is negotiable by endorsement and delivery. Upon transfer, the right to sue for
breach shifts to the transferee. A straight bill of lading is not a negotiable instrument and is not transferable. The carrier is obliged and authorised to deliver the cargo only to the named consignee, or as it directs. For any bill of lading, the original shipper may be required to indemnify the carrier against any loss resulting from shipper's breach of its obligations, such as providing inaccurate or misleading information on which the carrier detrimentally relies. See generally Schoenbaum, Admiralty and Maritime Law, Volume 2, section 10:10-12.

1.3 Liability regimes
1.3.1 Which cargo convention applies – Hague Rules/Hague Visby Rules/Hamburg Rules? If such convention does not apply, what, in summary, is the legal regime?
COGSA is the US law governing the carriage of goods by sea in foreign trade (46 U.S.C. section 30701). COGSA is, in most respects, identical to the Hague Rules and has been deemed a ‘statutory codification of the Hague Rules.’ See, eg, Craddock International Inc v W.K.P. Wilson & Son, Inc, 116 F.3d 1095 (5th Cir. 1997).

1.3.2 Have the Rotterdam Rules been ratified?
The Rotterdam Rules have not been ratified by the United States and are not in force.

1.3.3 Do the Hague/Hague Visby Rules apply to straight bills of lading?
COGSA applies by operation of law to all bills of lading for ocean common carriage to and from the US. The Hague/Hague Visby Rules may apply as contract terms and will be enforced as such.

1.3.4 Are any such rules compulsorily applicable to shipments either from your jurisdiction or to it (or both)?
No. Only COGSA applies by operation of law.

1.4 Lien rights
1.4.1 To what extent will a lien on cargo be recognised? Specifically:
1.4.1.1 Will liens arising out of obligations under the bill of lading contract be enforceable as against the receiver for, eg, freight, deadfreight, demurrage, general average and any shipper’s liabilities in respect of the cargo?
The carrier generally maintains a lien on cargo for claims arising out of the shipper’s obligations under the bill of lading contract, such as unpaid freight, demurrage, or general average. Such a lien is possessory, however, and is lost by unconditional delivery of the cargo to the consignee.

1.4.1.2 Can the owner lien cargo for time charter hire? If so, is this limited to hire payable by the cargo owners?
In the absence of a charterparty provision to the contrary, an owner will generally have a lien on a charterer’s cargo for time charter hire. However, such a lien will not extend to cargo owned by a third party unless that
1.4.1.3 Is it necessary for the owners to register its right to lien sub-freights as a charge against a charterer incorporated in your jurisdiction for that lien to be recognised in the event of the charterer’s insolvency?
No. Under US law, maritime liens do not have to be registered to be valid and enforceable.

2. COLLISIONS
2.1 Is the 1910 Collision Convention in force?
The 1910 Collision Convention is not in force in the United States.

2.2 To what extent are the Collision Regulations used to determine liability?
The US has incorporated the Collision Regulations (‘COLREGS’) into its general maritime law. 33 U.S.C. sections 1601–1608. The COLREGS are considered binding enactments and are relied on heavily by US courts to determine liability. In addition, the US has adopted a separate set of navigation rules, the Uniform Inland Navigation Rules, 33 U.S.C. sections 2001–2038, which apply to collisions in internal waters.

2.3 On what grounds will jurisdiction be founded – what essentially is the geographical reach?
US courts exercise federal maritime jurisdiction over collisions that occur on navigable waters in the United States, foreign countries, and on the high seas. Although US courts have extensive subject matter jurisdiction over collisions, courts must also have in personam jurisdiction over the parties or in rem jurisdiction over the vessel involved in the collision.

2.4 Can a party claim for pure economic loss in the event of a collision?
Shipowners with a property interest in the vessel may recover for pure economic loss in the event of a collision. The limitation on this rule is provided by the Supreme Court’s decision in Robins Dry Dock & Repair Co v Flint, 275 U.S. 303 (1927), which holds that maritime claimants may recover only for economic losses that result directly from physical damage to property in which they hold a property interest. Bareboat charterers are considered to have such a proprietary interest, but time and voyage charterers do not.

3. SALVAGE
3.1 Has your country enacted any salvage conventions? If so, which one?
3.2 In any event, what are the principal rules for obtaining non-contractual salvage? In the event that a salvage contract is signed, will this clearly displace any general law on salvage liabilities?
A salvor will be entitled to a non-contractual salvage award where three elements are present: (1) a marine peril must place the property at risk; (2) the salvage service must be voluntarily rendered, not required by duty or contract; and (3) the salvage efforts must have been successful, in whole or in part (The BLACKWALL, 77 U.S. 1 (1870)).

The following factors are taken into account when calculating a salvage award: (1) degree of danger from which property was rescued; (2) value of property saved; (3) risk incurred in saving property from impending peril; (4) promptitude and skill displayed; (5) value of property employed by salvors and danger to which it was exposed; and (6) labour expended rendering the salvage service.

When salvage is performed pursuant to a signed contract, the terms of the contract govern. A court may set aside a contract if it was signed while the vessel was in extremis and the salvor either took unfair advantage or committed fraud.

3.3 What is the limitation period for enforcing salvage claims in your jurisdiction?
A claim must be brought within two years from the date the salvage services were provided. The two-year time bar may be extended if the court is satisfied that during that two-year period there was no reasonable opportunity to seize the salvaged vessel within the jurisdiction of the court or the territorial waters of the US.

3.4 To what extent can the salvor enforce its lien prior to the redelivery of ship/cargo?
A salvor possesses a maritime lien on salvaged property for services provided.

4. GENERAL AVERAGE (‘GA’)
4.1 Will any general average claim (whether under the contract, generally or GA securities) necessarily follow the contractual provisions in relation to general average, in particular, the chosen version of the York Antwerp Rules (‘YAR’)?
GA claims will be adjusted and enforced pursuant to the version of the York Antwerp Rules (YAR) incorporated in the applicable bill of lading or charter party.

4.2 Time bars
4.2.1 Will general average claims under the contract of carriage be governed by any contractual time bar – in particular, any which might be set out in the YAR (eg, YAR 2004)?
General average claims are not governed by a specific statute, and instead are governed by the doctrine of laches. Under a laches analysis, a court will
consider the analogous local state statute and, if a claim is brought beyond that limit, will then consider whether the delay in filing was prejudicial.

4.2.2 In the event that claims should be pursued under general average securities in your jurisdiction, what is the applicable time bar for such claims? Will this be affected by the provision of YAR 2004 Rule XXIII if 2004 YAR is specified in the relevant contract?

To date, no US court has addressed the issue of whether application by agreement of the YAR 2004 time frame would operate to alter this result. However, in light of the general policy in favour of freedom to contract, a US court would likely enforce such an agreement.

The time bar provision contained in YAR 2004’s Rule XXIII will not directly affect a claim against a bond or guarantee, unless such provision is specifically incorporated into the bond or guarantee making that time frame applicable. Otherwise, a claim against a guarantor will be governed by the contract’s statutory period. To the extent the applicable time bar to the underlying GA claim expires, the obligations under the bond or guarantee are extinguished as well.

4.2.3 To what extent is any general average adjustment binding?

A GA adjustment is not binding, but is prima facie proof of GA losses and expenses and the parties’ proportional contributions. Parties to the GA retain the right to challenge both the validity of the GA adjustment and a party’s right to recover in GA.

5. LIMITATION

5.1 What is the tonnage limitation regime in respect of claims against the vessel?

The US relies on the Limitation of Shipowners’ Liability Act to determine a vessel’s right to limit its liability. The US is not a party to the 1976 Convention on Limitation of Liability for Maritime Claims, and there is no tonnage limitation regime in force. In property damage cases, the Limitation Fund is generally set at the post-casualty value of the vessel plus pending freight.

5.2 Which parties can seek to limit?

The owner or bareboat charterer of any vessel, American or foreign, is entitled to file a petition for exoneration from or limitation of liability.

5.3 What is the test for breaking the limitation?

The party seeking limitation must prove it did not have privity or knowledge of the acts that caused the casualty.

5.4 To what degree do any limitation provisions found jurisdiction for the substantive claim?

Any vessel owner can file for limitation in a US court, though the suit is subject to dismissal on forum non conveniens grounds if the US is not
considered to be a convenient forum. US courts will use the standard choice of law factors to determine what law to apply. These include: (1) the place of the wrongful act; (2) the law of the flag; (3) the allegiance or domicile of the injured party; (4) the allegiance or domicile of the defendant; (5) the place of the relevant contract; (6) the inaccessibility of the foreign forum; and (7) the law of the forum.

5.5 Which package limitation figure applies?
The COGSA limit of $500 per package or customary freight unit applies in COGSA cases. The claim, however, remains subject to the overall limit of the limitation fund.

6. POLLUTION AND THE ENVIRONMENT
6.1 Which Civil Liability Convention (‘CLC’) regime applies?
The US has not adopted CLC. The Federal Oil Pollution Act of 1990 and individual state laws govern liabilities arising from oil spills.

7. SECURITY AND ARREST
7.1 Is your jurisdiction a party to any particular arrest convention? If so, which one?
The US is not a party to any particular arrest convention. A vessel, cargo, or other maritime property may be arrested when it is subject to a maritime lien.

7.2 Which claims afford a maritime lien in your jurisdiction? Claims which create a maritime lien include: wages of the ship’s master and crew; salvage operations; general average claims; claims for breach of charter party; preferred ship mortgages; maritime contract claims for repairs, supplies, towage, pilotage, wharfage, and other necessaries; claims for maritime torts, including personal injury and death, and collision claims; cargo claims; carriers’ claims for unpaid freight and demurrage; and pollution claims.

7.3 In any event, to what extent does a mortgagee have priority over claims for loss and damage which are not maritime liens? A properly-recorded ship mortgagee will generally have priority over non-maritime lien claims.

7.4 Is there any suggestion that an arrest claim might lead to the founding of substantive jurisdiction? Federal courts have exclusive jurisdiction of such actions. It is not the arrest, however, which creates jurisdiction. Instead, the underlying maritime claim establishes jurisdiction.

7.5 To what extent can sister/associated ships be arrested? Because an *in rem* arrest is brought against the offending vessel, sister ships cannot be arrested. However, sister/associated ships may be attached under
Rule B as security for an *in personam* claim against a vessel owner where there is common ownership or evidence of an alter-ego relationship.

**7.6 Is it possible to arrest ships for claims arising out of (a) MOAs; (b) ship repair; and (c) ship construction contracts?**

The law in this area is still developing. Historically, MOAs were not considered maritime contracts and disputes under them were not within the court’s admiralty jurisdiction (which is a prerequisite for the issuance of an order of arrest by the federal court). Recent cases have revisited this rule, especially in the context of the sale of a vessel, with one decision holding this jurisdictional anomaly being effectively overruled by the Supreme Court (*Kalafrana Shipping, Ltd v Sea Gull Shipping Co, Ltd*, 591 F. Supp. 2d 505 (S.D.N.Y. 2008)). The same is true for ship construction contracts. Ship repair contracts are maritime, and a lien will arise in favour of the party doing the work.

**7.7 To what degree can an arrest be anticipated/prevented by the lodging of security?**

Rule E (5) of the Federal Rules of Civil Procedure (‘Federal Rules’), which govern ship arrests, allows an owner to avoid an imminent arrest by posting security with the clerk in advance of the vessel’s arrival.

**7.8 If a vessel can be arrested, by what means can the claim be secured?**

7.8.1 Can an arresting party insist on a cash deposit or a bail bond?

The Federal Rules require that arrested property be released upon the posting of security in the form of cash or bond. Thus, an arresting party can insist on a cash deposit or bail bond.

7.8.2 Will the court accept a letter of guarantee from a protection and indemnity club?

Under the Federal Rules, a court cannot compel a party to accept a protection and indemnity (‘P&I’) club letter of undertaking as security. However, parties routinely exchange P&I club letters of undertaking in lieu of a formal bond or cash. Some court decisions have recognised that P&I club letters of undertaking may be used as security.

7.8.3 Does any guarantee have to be provided by a domestic bank or other acceptable guarantor?

A plaintiff is not required to accept security in any form other than cash or bond. Bonds are issued by recognised and approved sureties regulated by individual states. Parties are always free to agree on some alternative form of security. Banks in the US do not issue guarantees and instead, issue letters of credit.

**7.9 Briefly summarise the further security options: eg, freezing orders, attachment of debts due to the defendant, etc.**

Supplemental Admiralty Rule B of the Federal Rules authorises the attachment of any property, tangible or intangible, of a defendant provided
the underlying claim is maritime in nature and the claimant can show that, at the time of the attachment application, the defendant cannot be ‘found’ within the judicial district in which the attachment is sought. Any property of the defendant may be attached, including debts owed to the defendant. Injunctions barring transfers of funds may be available upon a showing of imminent irrevocable harm.

8. CONTRACT FOR SALE OF GOODS
8.1 Jurisdiction/proper law
8.1.1 In the absence of express provision in a contract of sale, by what means will the proper law of the contract be determined?
The Uniform Commercial Code applies in most states. Contracts for the sale of goods generally are governed by state law. The law of the state having the greatest contacts with the parties usually will govern.

8.1.2 Will a foreign jurisdiction or arbitration clause necessarily be recognised? In the event that proceedings can be commenced before your court notwithstanding such provisions, can such proceedings be challenged?
Foreign jurisdiction and arbitration clauses are routinely enforced by US courts. Proceedings initiated in breach of any such agreement will generally be dismissed or stayed.

8.1.3 In the event that an injunction or order preventing proceedings is obtained in the agreed jurisdiction (whether court or arbitration), will this be recognised by your court?
An injunction or order preventing proceedings obtained in the agreed jurisdiction (whether court or arbitration) may be recognised by US courts as a matter of comity.

8.2 Arbitration clauses
8.2.1 What are the essential elements for the recognition of an arbitration agreement?
Most states’ laws include a ‘statute of frauds’ that requires a contract for the sale of goods in excess of a set sum be manifested by a signed writing, or by an exchange of writings signifying an intent to be bound. If the arbitration agreement is contained in the contract, and the contract meets the other requirements for validity, no separate signature is required for the arbitration provision to be recognised.

8.3 Passing of title/property/risk
8.3.1 What terms if any are implied by your rules as to the passing of:
8.3.1.1 title (property) to the goods?
Title shall pass from seller to buyer according to the manner and conditions explicitly agreed upon between the parties to the contract. UCC section 2-401(1). If the terms of the contract reflect an agreement for a ‘shipment’ contract, title will pass at the time and place of shipment. Alternatively, if
the contract contemplates delivery at destination, and the thus constitutes a ‘destination’ contract, title will pass on delivery at the specified destination.

8.3.1.2 risk?
Risk of loss is determined by reference to the express terms in the contract. If the parties do not specify where risk of loss will pass and the goods are shipped by a third-party carrier, there is a presumption that the contract is a ‘shipment’ contract with risk of loss passing when the goods are delivered to the carrier. If the underlying contract is a destination contract, risk of loss passes to the buyer only when the goods arrive at the destination. See generally UCC section 2-509.

8.3.2 In relation to the passing of title and risk, do your rules apply even if the underlying contract applies another law?
Generally, if the parties agree that the law of a foreign country will apply and the contract bears a reasonable relationship to that country, disputes relating to the passing of title and risk will be governed by the law supplied in the contract.

8.4 Description and quality
8.4.1 Do your rules imply terms on (a) the description of the goods and/or (b) their quality?
US law imposes several warranties on the seller of goods. First, the seller of goods expressly warrants the goods shall conform to the description made during the bargain; second, the seller impliedly warrants that, where the seller has reason to know goods will be employed for a particular purpose, the goods are fit for that particular purpose; third, the seller impliedly warrants the merchantability of the goods, which requires the goods be suitable for the trade and fit for the ordinary course of business.

8.5 Performance
8.5.1 Delivery: What provisions does your law make as to delivery of the goods (eg, on timing and method of delivery)?
The seller is obligated to deliver the goods pursuant to the contract. Goods shipped in violation of the contract are deemed non-conforming.

8.5.2 Acceptance: When is the buyer deemed to have accepted the goods?
Acceptance occurs when the buyer, after a reasonable opportunity to inspect the goods, signifies to the seller that the goods conform to the contract or that it will retain the goods despite a non-conformity. Acceptance also occurs when the buyer fails to effectively reject goods after a reasonable opportunity to inspect them.

8.5.3 Payment: In the absence of express provision, by when must a buyer pay for the goods?
Generally, and unless otherwise agreed, payment is due at the time and place at which the buyer is to receive the goods.
8.6 Other terms

8.6.1 Classification of terms

8.6.1.1 Do your rules differentiate between warranties (breach of which only entitles the innocent party to damages) and conditions (breach of which also entitles him to terminate the contract), and if so what is the effect?

US law differentiates between warranties and conditions. Generally, a breach of warranty gives rise to damages equal to the value of the goods accepted and their value had they been as warranted. The breach of a condition allows the non-breaching party to terminate the contract without incurring liability.

8.6.1.2 In English law, we also have the concept of intermediate (or innominate) terms. Breach of such terms may have differing effects depending on the gravity of the consequences of the breach. Do you have a similar concept under your system?

There is no such concept in US law.

8.6.2 Exemption clauses

8.6.2.1 Do your courts recognise exemption (ie, exclusion) clauses, such as force majeure?

US courts interpret such clauses narrowly, generally requiring the force majeure clause to specifically identify the event preventing performance in order to excuse performance (Kel Kim Corp v Central Markets, 70 N.Y.2d 900 (1987)). Mere impracticality or unanticipated difficulty is not enough to excuse performance (Consolidated Laboratories, Inc v Shandon Scientific Co, Ltd, 413 F.2d 208 (7th Cir. 1969)).

8.6.2.2 What are the key requirements for relying on an exemption clause?

The non-performing party must show it exercised due diligence to overcome the effects of the force majeure event. The burden of demonstrating the applicability of an exemption is on the party seeking to have its performance excused.

8.7 Remedies

8.7.1 What are the seller's remedies where the buyer is in breach of contract?

When a buyer breaches a contract, the seller's remedies include: withholding delivery of goods; stopping delivery of goods; reclaiming the goods; requiring direct payment by buyer in lieu of letter of credit; cancelling the contract; reselling and recovering the difference between the contract price and the resale price; recovering damages for non-acceptance; and damages for repudiation.

If damages for non-acceptance or repudiation are not adequate, the measure of damages is the profit, including reasonable overhead, that the seller would have made had the buyer fully performed, plus incidental or consequential damages.
8.7.2 What are the buyer’s remedies where the seller is in breach of contract?
When a seller breaches a contract, the buyer’s remedies include: recovery of price paid; deduction for any part of the price outstanding; cancellation/repudiation; cover (for reasonable substitute); replevin; and specific performance.

Damages include the difference between the cost of cover and the contract price; the difference between the market price at the time the buyer learned of the breach and the contract price; incidental or consequential damages; and/or liquidated damages.

8.7.3 Are there any general limitations on the remedies available?
Parties are free to provide for remedies in their agreement in addition to or in substitution of those provided by law. However, in order for a remedy to be exclusive, the contract must expressly state that the remedy is exclusive. A party can recover consequential damages so long as they are ‘reasonably foreseeable.’

8.8 Time limit
8.8.1 What is the statutory limitation period?
For breach of a sales contract, the statutory limitation period is four years from the date on which the claim accrues.

8.8.2 Do your courts uphold shorter contractual limitation periods?
The parties may reduce the limitation period to a minimum of one year. The parties may not extend the four-year limitation period.

8.9 Finance
8.9.1 In what circumstances is it possible for your courts to prevent payment out under:
8.9.1.1 a letter of credit?
US courts are extremely reluctant to enjoin payment under a letter of credit. The party seeking an injunction must demonstrate irrevocable harm, which must generally encompass more than potential monetary loss (Hendricks v Comerica Bank, 122 Fed. Appx. 820 (6th Cir. 2004)). Such exceptional circumstances include a showing that the party has no legal remedy at its disposal. Demonstrating that relief in a foreign court is speculative, however, does not constitute a basis for an injunction.

8.9.1.2 performance bonds?
A US court, in an exercise of its equitable powers, may prevent the payment of a performance bond by issuing a preliminary injunction to preserve the status quo pending resolution of the underlying matter.

8.9.2 What does one have to show to prevent payment out?
The court will consider four factors when issuing a preliminary injunction: (1) whether the movant has shown a strong likelihood of success on the
merits; (2) whether the movant will suffer irreparable harm if the injunction is not issued; (3) whether the issuance of the injunction would cause substantial harm to others; and (4) whether the public interest would be served by issuing the injunction.

8.10 Security

8.10.1 What remedies are available to obtain security for the claim:

8.10.1.1 where the substantive claim is being litigated?
A party can obtain security regardless of the location of the underlying substantive litigation. In the absence of federal maritime jurisdiction, attachment is governed by state law procedures. In New York, a plaintiff seeking an order of attachment must establish that one or more statutory grounds for attachment exists (including: defendant is a non-domiciliary; intent to defraud creditors or frustrate enforcement of potential judgment) and that the amount demanded from the defendant exceeds all counterclaims known to the plaintiff.

Maritime attachment under Supplemental Admiralty Rule B of the Federal Rules is not available for disputes arising out of contracts for the sale of goods. However, where a contract for the sale of goods contains maritime provisions (ie, demurrage), the ‘mixed contract’ doctrine may allow for a Rule B attachment (Amerada Hess Corp v S.S. ATHENA, 1984 AMC 130 (D. Md. 1983)).

8.10.1.2 where the substantive claim is not being litigated in your jurisdiction?
There is no requirement that the substantive claim be litigated in the jurisdiction where security was obtained.

8.10.2 Must the applicant have already commenced substantive proceedings (whether by litigation or arbitration) to be able to obtain security?
There is no requirement that the applicant has already commenced substantive proceedings in order to obtain security.

8.10.3 Is there a distinction between the remedies available for a claim which is subject to litigation and one which is referred to arbitration?
Provisional security remedies available in US courts for a claim subject to litigation are also generally available to secure a claim referred to arbitration.

8.10.4 What tests are applied to establish a right to each remedy?
US courts do not have statutory authority to grant provisional remedies to aid the arbitration process (except in admiralty cases), but have exercised their discretion to issue such relief to preserve the subject matter or assets within the jurisdiction and protect a party’s ability to enforce an arbitral award. US arbitrators also possess discretionary authority to compel one or more parties to post security or counter-security pending the resolution of arbitration proceedings. Some states require a party applying for an attachment to provide a form of guarantee that any damages suffered by the non-attaching party as a result of the attachment will be recoverable if the attachment is ultimately found wrongful (see N.Y. C.P.L.R. section 6212(b))).
8.10.5 Is the applicant required to provide counter security, and if so by what means?
In federal admiralty cases, when a party obtains security by maritime attachment or arrest, that party can be ordered to provide counter security for any counterclaim arising from the original action and/or security for the other party’s costs and expenses.

8.10.6 What exposure does an applicant have for damages if the attachment is deemed wrongful?
In federal admiralty cases, the burden is on the party claiming wrongful attachment or arrest to demonstrate that the attaching or arresting party acted with bad faith, malice or gross negligence. Recoverable damages for a claim of wrongful attachment or arrest can include reasonable attorneys’ fees and costs.

8.11 Enforcement
8.11.1 Is your country a signatory to the New York Convention?
The US is a signatory to the New York Convention, codified at 9 U.S.C. sections 201–208. The New York Convention is routinely applied in the US in connection with arbitration proceedings arising out of a legal commercial relationship that is not ‘entirely between citizens of the United States’.

8.11.2 To what extent is the New York Convention applied in practice?
US courts routinely compel arbitration, appoint arbitrators and confirm awards pursuant to the New York Convention. US courts have also exercised their discretion to assess attorneys’ fees and costs against defendants for wilful and unjustified refusal to abide by an arbitration award.

8.12 Vienna Convention
8.12.1 Is your country a signatory?
Although the US signed the Vienna Convention, the US Senate has not yet consented and ratified it. That said, the US considers many of the provisions of the Vienna Convention to constitute customary international law on the law of treaties.

9. GENERAL FORMALITIES
9.1 Does a lawyer require a formal power of attorney to be able to act?
A lawyer does not require a formal power of attorney to act.

9.2 Do claim documents (and their translation) require notarisation?
Claim documents (and their translation) do not generally require notarisation, unless a rule or statute specifically states otherwise. Authentication is provided by the witness introducing the document.
Contact details

GENERAL EDITOR
David Lucas
Hill Dickinson LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2EW
T: +44 20 7280 9208
F: +44 20 7283 1144
E: david.lucas@hilldickinson.com
W: www.hilldickinson.com

ANGOLA
João Afonso Fialho & José Miguel Oliveira
Miranda Correia Amendoeira & Associados in association with Fátima Freitas Advogados
Av. Engenheiro Duarte Pacheco, 7
1070-100 Lisboa
Portugal
Ed. Monumental - Rua Major Kanhangulo, 290, 1st Floor
Luanda, Angola
T: +351 21 781 48 00
F: +351 21 781 48 02
E: joao.fialho@mirandalawfirm.com
E: jose.oliveira@mirandalawfirm.com
W: www.mirandaalliance.com

ARGENTINA
Fernando Ramón Ray & Alejandro José Ray
Edye, Roche, De La Vega & Ray
25 de mayo 489 5to
CPA C1002ABI
C.A.B.A. Buenos Aires
T: +54-11 4311-3011
F: +54-11 4313-7765
E: fray@edye.com.ar
E: aray@edye.com.ar
W: www.edye.com.ar

AUSTRALIA
Geoff Farnsworth & Natalie Puchalka
Holding Redlich
Level 65, MLC Centre
19 Martin Place
Sydney NSW
2000 Australia
T: +61 2 8083 0416
F: +61 2 8083 0399
E: geoff.farnsworth@holdingredlich.com
E: natalie.puchalka@holdingredlich.com
W: www.holdingredlich.com

CANADA
Douglas G Schmitt
Alexander Holburn Beaudin + Lang LLP
2700-700 West Georgia Street
Vancouver, BC
Canada V7Y 1B8
T: +604 484 1754
F: +604 484 9754
E: dschmitt@ahbl.ca
W: www.ahbl.ca

CHINA
Chen Xiangyong & Wang Hongyu
Wang Jing & Co
Rm. 2807-12, 28/F., Bank of China Tower, 200 Yincheng Road Central, Pudong, Shanghai, P. R. China 200120
T: +86 21 5887 8000
F: +86 21 5882 2460
E: whongyu@wjcnc.com
E: chenxiangyong@wjnco.com
W: www.wjnco.com
Contact details

**CYPRUS**
Vassilis Psyrras, Andreas Christofides & Costas Stamatiou
Andreas Neocleous & Co LLC
Neocleous House
195 Makarios Avenue
Limassol CY 3608
T: +357 25 110000
M: +357 25 110001
E: vassilis.psyrras@neocleous.com
E: andreas.christofides@neocleous.com
E: stamatiou@neocleous.com
W: www.neocleous.com

**DENMARK**
Johannes Grove Nielsen
Bech-Bruun
Langelinie Allé 35
2100 Copenhagen
T: +45 72273377
M: +45 25263377
E: jgn@bechbruun.com
W: www.bechbruun.com

**ENGLAND & WALES**
David Lucas
Hill Dickinson LLP
The Broadgate Tower
20 Primrose Street
London EC2A 2EW
T: +44 20 7280 9208
F: +44 20 7283 1144
E: david.lucas@hilldickinson.com
W: www.hilldickinson.com

**FINLAND**
Ulla von Weissenberg & Linda Ojanen
Attorneys at Law Borenius Ltd
Yrjönkatu 13 A
FI-00120 Helsinki
T: +358 9 6153 3460 (Ulla)
T: +358 9 6153 3240 (Linda)
F: +358 9 6153 3499
E: ulla.weissenberg@borenius.com
E: linda.ojanen@borenius.com
W: www.borenius.com

**FRANCE**
Laurent Garrabos
BCW & Associés
25, rue du général Foy
75008 Paris
T: +33 1 42 84 84 70
F: +33 1 42 84 84 71
E: lgarrabos@bcw-associes.com
W: www.bcw-associes.com

**GERMANY**
Jobst von Werder & Ingo Gercke
REME Rechtsanwälte
Ballindamm 26
D-20095 Hamburg
T: +49 0 40 32 52 99 0
F: +49 0 40 32 75 69
E: j.werder@reme.de
E: i.gercke@reme.de
W: www.reme.de

**GREECE**
Maria Moisidou
Hill Dickinson International
2 Defteras Merarchias St
Piraeus 185, 35
T: +30 210 428 4770
F: +30 210 428 4777
E: maria.moisidou@hilldickinson.com
W: www.hilldickinson.com

**HONG KONG**
Damien Laracy
Hill Dickinson Hong Kong LLP in Association with Laracy & Co.
Room 3205, 32nd Floor
Tower Two, Lippo Centre
89 Queensway
Admiralty
Hong Kong
T: +852 2525 7525
F: +852 2525 7526
E: damienlaracy@laracyco.com
W: www.laracyco.com
INDIA
Prashant S Pratap
Senior Advocate
Maker Chambers III
# 151, 15th Floor
Nariman Point
Mumbai 400021
T: +91 22 6669 5669
F: +91 22 6669 5699
E: prashant.pratap@psplawoffice.com
W: psplawoffice.com

JAPAN
Tetsuro Nakamura, Tomoi Sawaki & Minako Ikeda
Yoshida & Partners
4th fl. Suitengu Hokushin Bldg.
1-39-5 Nihombashi-Kakigaracho
Chuo-ku, Tokyo 103-0014
T: +813 5695-4188
F: +813 5695-4187
W: www.japanlaw.co.jp

INDONESIA
Juni Dani
Budidjaja & Associates
The Landmark Center II, Floor 8
Jl. Jend. Sudirman No. 1
Jakarta 12910
T: +62-21 520 1600
F: +62-21 520 1700
E: juni@budidjaja.com
W: www.budidjaja.com/

MALTA
Dr Ann Fenech & Dr Adrian Attard
Fenech and Fenech Advocates
198, Old Bakery Street
Valletta, VLT1455
T: +356 2124 1232
F: +356 2599 0645
E: ann.fenech@fenlex.com
E: adrian.attard@fenlex.com
W: www.fenechlaw.com

ISRAEL
Amir Cohen-Dor
S Friedman & Co
One Matam Towers
9 Andrei Sakharov St, P.O.Box 15065
Haifa 31905
T: +972 4 8546666
F: +972 4 8546688
E: amirc@friedman.co.il
W: www.friedman.co.il

MEXICO
Enrique Garza
Garza Tello & Asociados SC
Camino Sta. Teresa 187C 5 piso
México DF 14010
T: +5255 54 24 84 61
F: +5255 51 71 0763
E: egarza@garzatello.com.mx
W: www.garzatello.com.mx

ITALY
Paolo Manica & Michele Mordiglia
Studio Legale Mordiglia
Via XX Settembre 14/17
16121 Genova
T: +39 010 586841
F: +39 010 532729/562998
E: paolo.manica@mordiglia.it
E: michele.mordiglia@mordiglia.it
W: www.mordiglia.it

MOZAMBIQUE
João Afonso Fialho & Sofia Paramés
Miranda Correia Amendoa & Associados in association with
Pimenta Dionísio & Associados
Av. Engenheiro Duarte Pacheco, 7
1070-100 Lisboa
Portugal

W: www.fialho.com
Contact details

F: +351 21 781 48 02
E: joao.fialho@mirandalawfirm.com
E: sofia.parames@mirandalawfirm.com
W: www.mirandaalliance.com

NETHERLANDS
Rene Van Leeuwen
Hampe Meyjes Advocaten
Sluisjesdijk 151, 3087 AG Rotterdam
P.O. Box 55288, 3008 EG Rotterdam
T: +31 10-494 55 00
F: +31 10-494 55 07
E: rene.van.leeuwen@hampemeyjes.nl
W: www.hmlaw.nl

NIGERIA
Emmanuel Achukwu
The Campbell Law Firm
Eleganza House, 2nd Floor
15B Joseph Street
Lagos
T: +234-1 2711505
E: thecampbell@hyperia.com
W: www.tclflegal.com

PANAMA
Jorge Loaiza III
Arias, Fabrega & Fabrega
Plaza 2000, 16th Floor
50th Street
T: +507 205 7068
F: +507 205 7001/02
E: jloaiza@arifa.com
W: www.arifa.com

PERU
Percy Urday
Moncloa, Vigil, Del Rio & Urday
Calle Chacarilla Nº 485, San Isidro
Lima, 27
T: +51 1 4224101/ 4401246
F: +51 1 4401246/ 4227593
E: murdayab@amauta.rcp.net.pe
E: murdayab@murdayab.com

POLAND
Sławomir Nowicki, Alina Łuczak, Katarzyna Bielarczyk & Agnieszka Nowicka
Wybranowski Nowicki Law Office
Energetykow ¾ Street
70-952 Szczecin
T: +48 91 4624 839
F: +48 91 4624 056
E: nowicki@wn-bp.pl
E: luczak@wn-bp.pl
E: bielarczyk@wn-bp.pl
E: nowicka@wn-bp.pl
W: www.wybranowskinowicki.pl

PORTUGAL
João Afonso Fialho & José Miguel Oliveira
Miranda Correia Amendoeira & Associados
Av. Engenheiro Duarte Pacheco, 7,
1070-100 Lisboa
T: +351 21 781 48 00
F: +351 21 781 48 02
E: joao.fialho@mirandalawfirm.com
E: jose.oliveira@mirandalawfirm.com
W: www.mirandalawfirm.com

RUSSIA
Elena Popova
Sokolov, Maslov and Partners
Barklaya Street 17
121309 Moscow
T: +7 499 145 21 30
F: +7 495 956 22 45
E: elena.popova@smplawyers.ru
W: www.smplawyers.ru

SINGAPORE
Raghunath Peter Doraisamy
Selvam LLC
16 Collyer Quay #17-00
Singapore 049318
T: +65 6311 0030
F: +65 6311 0058
E: pdoraisamy@selvam.com.sg
W: www.selvam.com.sg
SOUTH AFRICA
Shane Dwyer & Jennifer Finnigan
Shepstone & Wylie
PO Box 305,
La Lucia, 4153
Durban
T: +27 31 575 7308
F: +27 31 575 7300
E: dwyer@wylie.co.za
E: finnigan@wylie.co.za
W: www.wylie.co.za

UKRAINE
Alexander Kifak & Artyom Volkov
ANK Law Firm
9 Lanzheronovskaya Street,
Odessa, 65026 Ukraine
T: +38 0482 348 716
F: +38 0482 348 716
E: office@ank.odessa.ua
E: avolkov@ank.odessa.ua
W: www.ank.odessa.ua

SOUTH KOREA
Byung-Suk Chung
Kim & Chang
1st Floor, 223 Naeja-dong,
Jongno-gu,
Seoul 110-720
T: +82 2 3703 1103
F: +82 2 737 9091
E: bschung@kimchang.com
W: kimchang.com

SPAIN
Verónica Meana Larrucea & Santiago López-Caravaca Boluda
Meana Green Maura & Co
C/ Velázquez 92 - 2ª Dcha
28006 Madrid
T: +34 91 432 3875
F: +34 91 432 3876
E: info@meanagreenmaura.com
E: vmeana@meanagreenmaura.com
W: www.meanagreenmaura.com

TURKEY
Zihni Bilgehan & Emre Ersoy
Ersoy Bilgehan
Maya Akar Center,
Buyukdere Cad. No:100-102 K:26
34394 Esentepe, Istanbul
T: +90 212 213 23 00
F: +90 212 213 36 00
E: zbilgehan@ersoybilgehan.com
W: ersoybilgehan.com

UNITED STATES
John Kimball & Emma Jones
Blank Rome LLP
The Chrysler Building
405 Lexington Avenue
New York, NY 10174-0208
T: +1 212 885 5259 (John)
T: +1 212 885 5128 (Emma)
F: +1 917 332 3730
E: jkimball@blankrome.com
E: ejones@blankrome.com
W: www.blankrome.com