

SHIPPING

February, 2015

1	<p>Italy - contributed by Dardani Studio Legale</p> <p>Fair competition in liners' fees and sea freight surcharges</p> <p>The Tribunal of Genoa recently issued an interesting judgment addressing the applicability of fair competition principles to certain contractual provisions generally used by most major line carriers. The dispute regarded a claim filed by a group of freight forwarders which held that certain surcharges – particularly the 'LO-LO' charge – should be declared null and void.</p> <p>Authors: Brian Dardani, Luca Di Marco</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7MVZNTL</p>
2	<p>Netherlands - contributed by AKD</p> <p>Revised Brussels I Regulation offers opportunities for CMR carriers</p> <p>The Rotterdam Court recently declined jurisdiction in proceedings between a carrier and its principal, because it considered an exclusive jurisdiction clause in the relevant contract to be null and void under the Convention on the Contract for the International Carriage of Goods by Road. Carriers should be aware of the options available to them to avoid falling foul of this ruling, bearing in mind the new EU Brussels I Regulation.</p> <p>Author: Annemieke Spijker</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7MVZNU4</p>
3	<p>Nigeria - contributed by Akabogu & Associates</p> <p>Court holds ship owners can bring action to enforce cabotage claims</p> <p>A recent Federal High Court decision has clarified the right of a party to be heard in Nigeria, particularly as in relation to the administration of the Cabotage Act. As a result, persons other than the minister of transport can approach the court where the minister fails to take steps to ensure compliance with the act.</p> <p>Author: Nwabueze Anachebe</p> <p>Read more http://www.internationallawoffice.com/?i=55592&l=7MVZNUD</p>



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United Kingdom - contributed by **Wikborg Rein**

[Griffon: another case of buyer beware?](#)

There has been uncertainty in terms of the interpretation of Clause 13 of the Norwegian Saleform and, in particular, as to the extent of amounts recoverable where a buyer has failed to pay the deposit in accordance with Clause 2. In *Griffon Shipping LLC v Firodi Shipping Ltd* the Court of Appeal provided guidance on this point, holding that Clause 13 does not exclude a seller's right to claim the deposit as a debt.

Authors: [Joe McGladdery](#), [Henrik Hagberg](#), [Oddbjørn Slinning](#)

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