





## Shipping 2014

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# Switzerland

Alexander Blarer and Anton Vucurovic

Bratschi Wiederkehr & Buob

## Newbuilding contracts

- 1 When does title in the ship pass from the shipbuilder to the shipowner? Can the parties agree to change when title will pass?

Swiss law does not provide a specific shipbuilding contract.

A shipbuilding contract is considered as an innominate contract, including elements of a sale contract (articles 187 et seq of the Swiss Code of Obligations (CO)) and a work contract (articles 363 et seq of the CO).

Generally, ownership only passes if there is a valid legal act transferring the ownership (article 714 of the Swiss Civil Code (CC)). In other words, without other agreement among the parties, title will pass on delivery.

Once the vessel has been registered in the Swiss Register of Ships, ownership will only pass upon registration (article 31 of the Federal Law on Vessel Registry (the Registry Law), and 37.1 of the Federal Law on Shipping Under the Swiss Flag (the Navigation Act)).

- 2 What formalities need to be complied with for the refund guarantee to be valid?

Under Swiss law, there are no specific formalities to be complied with for a refund guarantee to be valid.

It is, however, always important for the parties to properly draft the refund guarantee to ascertain its significance. Particular concern shall be taken to differentiate a non-accessory, abstract guarantee from an accessory surety bond.

- 3 Are there any remedies available in local courts to compel delivery of the vessel when the yard refuses to do so?

The shipyard has a contractual obligation to transfer the ownership upon the agreed date of delivery. If the yard fails to comply with this obligation, the purchaser can either claim delivery of the vessel or rescind the contract.

The shipyard is liable for any damage resulting from a delay in the delivery of the vessel.

- 4 Where the vessel is defective and damage results, would a claim lie in contract or under product liability against the shipbuilder at the suit of the shipowner; a purchaser from the original shipowner; or a third party that has sustained damage?

The shipbuilder will be contractually liable against the first owner for any damage resulting from defects in the vessel.

If the vessel is sold to a third party, the original shipowner can be held liable for any defect according to the contract.

Third parties may have grounds for an action in tort based on article 41 CO or based on the Swiss Product Liability Act (which is consistent with EC Directive 85/374).

## Ship registration and mortgages

- 5 What vessels are eligible for registration under the flag of your country? Is it possible to register vessels under construction under the flag of your country?

According to article 17 of the Navigation Act, seagoing vessels may be entered into the Swiss Register of Ships only if they are used for or intended for the commercial conveyance of persons or goods or for other commercial activity at sea. Yachts can also be entered in the Swiss register.

It is not possible to register vessels under construction under the Swiss flag.

In some cases, ships used for philanthropic, humanitarian, scientific or cultural purposes can also be entered into the Swiss Register. This requires approval from the Federal Department of Foreign Affairs.

- 6 Who may apply to register a ship in your jurisdiction?

To be entered into the Swiss Register of Ships, a seagoing vessel must fulfil the requirements of the Navigation Act and of the Navigation Ordinance:

### Residence and domicile

The following persons must be domiciled or resident in Switzerland:

- the owner of a sole proprietorship;
- three-quarters of the partners or other members of a general or limited partnership or of a limited liability company, who must also hold more than three-quarters of the invested capital or shares of the registered capital;
- the shareholders of a stock corporation holding the majority of the share capital as well as two-thirds of the voting rights; and
- two-thirds of the members of a cooperative, who must also hold two-thirds of the cooperative capital on the basis of participation certificates.

### Nationality and control

The above-mentioned natural persons must be Swiss nationals.

Entities that participate in the business of the Swiss shipowner in the capacity of partners, limited partners, shareholders, cooperative members and management, must also be Swiss nationals.

### Administration and management

Two-thirds of the members of the board and management of a stock corporation, a limited partnership, a limited liability company or a cooperative society must be Swiss nationals. The majority must be Swiss residents.

### Financial resources

The shipowner must finance at least 20 per cent of the book value of the ships registered under his name. The shipowner must disclose

the origin of the funds. Borrowed funds shall not have an adverse effect on the Swiss influence in the business and foreign creditors must accept immediate repayment of the debt upon the request of the Swiss Maritime Navigation Office.

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**7** What are the documentary requirements for registration?

According to article 7 of the Navigation Ordinance, the following documents must be enclosed with the application:

- the certificate of conformity, the certificate of registration for maritime navigation and the approval of the name issued for the ship to be registered by the Swiss Maritime Navigation Office, as well as the certificate of ownership;
- evidence that the seagoing vessel, if it was already entered into the register of another country, has been deleted from this register or that this deletion will take place upon registration in the Swiss Register of Ships;
- a written declaration that the owner has not applied and will not apply for his ship to be entered in the register of another country; and
- evidence that there are no contractual liens on the seagoing vessel or if there are, that the lien holder consents to the entering of the lien in Swiss currency in the Swiss Register of Ships and to the claims being made subject to Swiss law and, if the lien holder is a foreign national, that this lien is permitted in accordance with article 5d, paragraph 4 of the Navigation Ordinance (the certificate of financing and obligation of repayment on request of the Swiss Maritime Navigation Office).

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**8** Is dual registration and flagging out possible and what is the procedure?

Dual Registration is not possible in Switzerland.

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**9** Who maintains the register of mortgages and what information does it contain?

Mortgages are maintained by the Swiss Register of Ships.

The Register contains principally information with regard to ownership, mortgages and usufruct (article 26 of the Registry Law). Additional information can be added (eg, bareboat charters and charter parties).

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**Limitation of liability**

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**10** What limitation regime applies? What claims can be limited? Which parties can limit their liability?

The Convention on Limitation of Liability for Maritime Claims 1976 (LLMC) has been in force in Switzerland since 1 April 1988 (article 49 of the Navigation Act). Under the Convention, the parties entitled to limit their liability include owners, charterers, managers, operators and salvors (article 1 of the LLMC).

For damages relating to oil pollution, article 49 of the Navigation Act refers to the International Convention on Civil Liability for Oil Pollution Damage 1969.

In the event of loss or destruction of the goods, the liability of the carrier is limited to the value of the goods at the place of destination on the day the vessel should have discharged the cargo according to the freight contract (article 105.1 of the Navigation Act).

In case of partial destruction, damage or delay, the carrier shall be required to pay only the amount of the reduction in value of the goods without further damages (but in no case more than in the event of total loss (article 105.1 of the Navigation Act)).

Except in cases of fault or gross negligence, the liability of the carrier shall in any case be limited to:

- 666.67 SDR for each item or each unit transported; or
- 2 SDR for each gross weight kilogram of goods (article 105.3 and 105a of the Navigation Act and article 44 of the Navigation Ordinance).

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**11** What is the procedure for establishing limitation?

According to articles 45 et seq of the Navigation Ordinance, the liability of the shipowner can be limited by establishing a limitation fund.

The procedure can be summarised as follows:

- the shipowner shall apply to the court, indicating, among other things, the amount of the liability and the creditors in respect of whom he wishes to rely on the limitation of liability;
- provided that the prerequisites for liability limitation have been established prima facie, the court shall immediately order the opening of the proceedings and appoint a trustee who shall inform all creditors;
- creditors can register their claims within 60 days and also apply to the court for increase of the liability fund; and
- finally, the funds are distributed to the creditors according to the collocation plan.

The shipowner has to deposit the amount of the fund with the cantonal deposit authority and the shipowner has to bear all costs of the proceedings including the costs of the trustee.

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**12** In what circumstances can the limit be broken?

The limitation does not apply if it is proven that the carrier or its employees have caused the damage by acting or neglecting to act with intent to cause the damage or recklessly, with the awareness that the damage would be likely to occur (articles 48 and 105a of the Navigation Act).

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**Port state control**

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**13** Which body is the port state control agency? Under what authority does it operate?

Switzerland does not have a centralised port state control agency and is not a party to the Paris Memorandum on Port State Control of 1982 (Paris MoU).

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**14** What sanctions may the port state control inspector impose?

As Switzerland does not have a centralised port state control agency, this question is not applicable to this jurisdiction (see question 13).

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**15** What is the appeal process against detention orders or fines?

As Switzerland does not have a centralised port state control agency, this question is not applicable to this jurisdiction (see question 13).

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**Classification societies**

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**16** Which are the approved classification societies?

The classification societies currently approved by the Swiss Maritime Navigation Office are the following:

- Lloyd's Register of Shipping;
- Germanischer Lloyd;
- Det Norske Veritas;
- Bureau Veritas;
- the American Bureau of Shipping; and
- Nippon Kaiji Kyokai.

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**17** In what circumstances can a classification society be held liable, if at all?

A classification society can be held liable under contract and in tort. It can also be criminally liable.

**Collision, salvage, wreck removal and pollution**

**18** Can the state or local authority order wreck removal?

The Swiss Maritime Navigation Office can order an owner to remove the wreck.

**19** Which international conventions or protocols are in force in relation to collision, salvage and pollution?

Following conventions are in force in Switzerland:

**Collision**

- The 1910 International Convention for the Unification of Certain Rules of Law Related to Collision Between Vessels (23 September 1910); and
- the Convention on the International Regulations for Preventing Collisions at Sea (20 October 1972).

**Salvage**

- The International Convention for the Unification of Certain Rules of Law relating to Assistance and Salvages at Sea (23 September 1910); and
- the International Convention on Salvage (28 April 1989).

**Pollution**

- The International Convention of 12 May 1954 for the Prevention of Pollution of the Sea by Oil;
- the International Convention of 2 November 1973 for the Prevention of Pollution from Ships, as modified by the 1978 protocol;
- the International Convention of 30 November 1990 on Oil Pollution Preparedness, Response and Co-Operation;
- the International Convention of 29 November 1969 relating to Intervention on the High Seas in Cases of Oil Pollution Casualties (with the 1976 protocol);
- the International Convention of 29 November 1969 on Civil Liability for Oil Pollution Damage and with the related protocols of 19 November 1976 and 27 November 1992; and
- the Fund Convention of 27 November 1992.

**20** Is there a mandatory local form of salvage agreement or is Lloyd's standard form of salvage agreement acceptable? Who may carry out salvage operations?

There is no mandatory local form. Lloyd's standard form is acceptable.

**Ship arrest**

**21** Which international convention regarding the arrest of ships is in force in your jurisdiction?

Switzerland is a party to the International Convention Relating to the Arrest of Seagoing Ships of 19 May 1952.

**22** In respect of what claims can a vessel be arrested? In what circumstances may associated ships be arrested?

Based on Swiss national law, a vessel can be arrested for any claim.

An arrest based on the Arrest Convention can be executed only with regard to maritime claims as defined in article 1 of the 1952 Convention.

In principle, a sister ship can only be arrested if the same person or entity owns it.

**23** What is the test for wrongful arrest?

An arrest is considered to be wrongful if no claim existed or if the conditions for an arrest were not met. The test is therefore purely objective depending only on the ultimate failure of the claim.

**24** Can a bunker supplier arrest a vessel in connection with a claim for the price of bunkers supplied to that vessel pursuant to a contract with the charterer, rather than with the owner, of that vessel?

Under Swiss law, a bunker supplier can only proceed against the contractual party. In other words, a bunker supplier will only be allowed to arrest a vessel if it has a claim against the shipowner (article 271, Federal Law on Debt Collection and Bankruptcy (SchKG)).

**25** Will the arresting party have to provide security and in what form and amount?

The arresting party may be obliged to provide a security for the arrest (article 273 SchKG). The amount is fixed by the judge based on the probability of the existence of the claim and the possible damages of a wrongful arrest.

**26** How is the amount of security the court will order the arrested party to provide calculated and can this amount be reviewed subsequently? In what form must the security be provided?

The amount of the claim and the importance of the arrested goods (ie, the vessel) to the debtor are to be taken into consideration. Upon request, the judge may review the security during the arrest proceedings and adjust it to new circumstances. The security can be made as a deposit or as a security of equal value (ie, a security bond or bank guarantee).

**27** Who is responsible for the maintenance of the vessel while under arrest?

According to article 57 of the Registry Law, if a vessel is arrested, the certificate of registration is to be deposited with the responsible debt enforcement office, and the master has to follow its instructions. The debt enforcement office is responsible for maintenance of the vessel while it is under arrest.

**28** Must the arresting party pursue the claim on its merits in the courts of your country or is it possible to arrest simply to obtain security and then pursue proceedings on the merits elsewhere?

The arresting party may pursue the claim on its merits before a competent court outside Switzerland.

The arrest will remain in force only if the decision of the foreign court can be recognised in Switzerland.

**29** Apart from ship arrest, are there other forms of attachment order or injunctions available to obtain security?

No.

**30** Are orders for delivery up or preservation of evidence or property available?

The debtor is obliged to provide information regarding the objects covered by the arrest. There is no explicit order to deliver or preserve evidence or property available.

**31** Is it possible to arrest bunkers in your jurisdiction or to obtain an attachment order or injunction in respect of bunkers?

Under Swiss law, it is not possible to arrest bunkers independently of the vessel.

**Judicial sale of vessels**

**32** Who can apply for judicial sale of an arrested vessel?

Parties of debt enforcement proceedings under Swiss law can apply for judicial sale of the vessel.

**33** What is the procedure for initiating and conducting judicial sale of a vessel? How long on average does it take for the judicial sale to be concluded following an application for sale? What are the court costs associated with the judicial sale? How are these costs calculated?

According to article 54 of the Registry Law, the enforcement proceedings for vessels follow the procedure for the enforcement proceedings for real estate set out in SchKG, *mutatis mutandis*. The request for realisation of the asset can be lodged with the debt enforcement office at the earliest one month after the seizure and at the latest one year after the seizure (article 58 of the Registry Law). According to articles 133 and following SchKG, the debt enforcement shall conclude the judicial sale within three months from the application for realisation. The costs for the judicial sale are 2 per cent of the vessel's value.

**34** What is the order of priority of claims against the proceeds of sale?

Pursuant to article 38.1 of the Navigation Act, the order of priority is the following:

- maritime claims listed in the 1926 International Convention for the Unification of Certain Rules of Law relating to Maritime Liens and Mortgages;
- ship mortgages; and
- other claims.

**35** What are the legal effects or consequences of judicial sale of a vessel?

Maritime liens (statutory liens) cease to exist upon the forced sale of a seagoing vessel (article 38.2 Navigation Act).

**36** Will judicial sale of a vessel in a foreign jurisdiction be recognised?

The judicial sale of a vessel in a foreign jurisdiction will be recognised under the conditions of article 25 et seq of the Swiss Private International Law Statute (PILS).

**37** Is your country a signatory to the International Convention on Maritime Liens and Mortgages 1993?

No, Switzerland is not a party to the International Convention on Maritime Liens and Mortgages 1993.

**Carriage of goods by sea and bills of lading**

**38** Are the Hague Rules, Hague-Visby Rules, Hamburg Rules or some variation in force and have they been ratified or implemented without ratification? Has your state ratified, accepted, approved or acceded to the UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea? When does carriage at sea begin and end for the purpose of application of such rules?

Switzerland has ratified the Hague-Visby Rules but not the Hamburg Rules. The Rules are not directly applicable in Switzerland but have been included in the national legislation (part five, section four of the Navigation Act).

Switzerland did not ratify the UN Convention on Contracts for the International Carriage of Goods Wholly or Partly by Sea (the Rotterdam Rules).

According to article 208 of the Navigation Act, the carrier shall receive the goods at the port of loading under the hoisting device of the ship and deliver them to the consignee in the same manner at the port of unloading.

**39** Are there conventions or domestic laws in force in respect of road, rail or air transport that apply to stages of the transport other than by sea under a combined transport or multimodal bill of lading?

The following conventions are in force in Switzerland:

- the Convention of 19 May 1956 on the Contract for the International Carriage of Goods by Road (CMR) and the protocols 1978 and 2008;
- the Convention of 9 May 1980 concerning the International Carriage of Goods by Rail (COTIF), with protocols 1990 and 1999; and
- the Convention of 28 May 1999 for the Unification of Certain Rules for International Carriage by Air.

**40** Who has title to sue on a bill of lading?

The lawful holder of the bill of lading has title to sue.

Bills of lading are documents of title in terms of article 925 of the Swiss Civil Code (article 116 of the Navigation Act). The bill of lading is the decisive document with regard to the legal relationship between the carrier and the consignee of the goods.

Obviously, the charter party, not the bill of lading, is decisive with regard to the legal relationship between the carrier and the shipper. In this respect, the provisions of the bill of lading shall be deemed to be the contractual intent unless derogations are agreed upon in writing (article 115 of the Navigation Act).

**41** To what extent can the terms in a charter party be incorporated into the bill of lading? Is a jurisdiction or arbitration clause in a charter party, the terms of which are incorporated in the bill, binding on a third-party holder or endorsee of the bill?

The extent to which the terms of the charter party can be incorporated into the bill of lading depend on the construction of the clause. It can generally be held that freedom of contract shall apply and terms in a charter party can be incorporated into the bill of lading as long as they do not violate compulsory statutory provisions (article 117 of the Navigation Act).

Whether a mere incorporation of a reference to the charter party in the bill of lading will be sufficient to render a jurisdiction or arbitration clause binding on a third-party holder will depend on the facts of the specific case. The Swiss Supreme Court has already given effect to an arbitration clause in a charter party, the terms of which were incorporated in the bill of lading. On the facts of the case, the Court held that the parties were professional shipping companies and were supposed to know the content of the *Asbatankvoy* arbitration clause.

**42** Is the 'demise' clause or identity of carrier clause recognised and binding?

Whether a demise clause or identity of carrier clause will be recognised as binding under Swiss Law is primarily a question of contractual interpretation of the terms of the bill of lading as a whole.

In this regard, the following points need to be considered:

- the name and domicile of the carrier must be included on the bill of lading (article 114.2.a of the Navigation Act);
- a bill of lading signed by the master is primarily an owner's bill of lading. Unless the master states that he has issued the bill expressly in the name of the charterers, both owners and charterers may remain liable jointly and severally (article 96.2 and 3 of the Navigation Act).

- 43** Are shipowners liable for cargo damage where they are not the contractual carrier and what defences can they raise against such liability? In particular, can they rely on the terms of the bill of lading even though they are not contractual carriers?

Generally, only the carrier is liable under the bill of lading. The shipowner can be jointly and severally liable with the charterers (carrier) when the master did not expressly issue the bill of lading in the name of the charterers (article 96.2 and 3 of the Navigation Act).

In addition, according to article 48 of the Navigation Act, the shipowner shall be liable for any loss or damage caused to a third party by a crew member, a pilot or any other person working on board the seagoing vessel in the exercise of his duties, unless he demonstrates that such person was not at fault.

- 44** What is the effect of deviation from a vessel's route on contractual defences?

Article 104.2(l) of the Navigation Act incorporates both articles IV(2)(l) and IV(4) of the Hague Rules, and holds that the carrier shall not be liable for loss resulting from saving or attempting to save life or property at sea nor for loss resulting from other justified deviation.

- 45** What liens can be exercised?

The lien on cargo is possessory and will apply following the general conditions of articles 895 et seq, CC.

A lien on freight or sub-freight could be exercised in accordance with the proceeding rules of the Federal Law on Debt Collection and Bankruptcy, namely, by seizure of claims.

- 46** What liability do carriers incur for delivery of cargo without production of the bill of lading and can they limit such liability?

A carrier that delivers the cargo without production of the bills of lading is liable towards the authorised holder of the bill of lading for any damage that may result.

A limitation of the carrier's liability will be null and void (article 117.1 of the Navigation Act).

A properly drafted letter of indemnity by the consignee or the charterers will be requested by the carrier to allow discharge without presentation of bills of lading.

- 47** What are the responsibilities and liabilities of the shipper?

According to article 106.1 of the Navigation Act, which partly implements article III(5) of the Hague-Visby Rules, the shipper shall be deemed to have guaranteed to the carrier the accuracy of the dimensions; the number and weight; the markings required for the identification of the goods; and the nature and condition of the goods.

The shipper shall indemnify the carrier for any loss or damages resulting from inaccuracies as to the goods, even if he is not responsible for the loss or damage, and shall be liable to the other cargo owners if he is at fault with regard to the loss or damage.

### Shipping emissions

- 48** Is there an emission control area (ECA) in force in your domestic territorial waters?

No emission control areas are in force in Switzerland.

- 49** What is the cap on the sulphur content of fuel oil used in your domestic territorial waters? How do the authorities enforce the regulatory requirements relating to low-sulphur fuel? What sanctions are available for non-compliance?

There is no such cap applicable in Switzerland.

### Jurisdiction and dispute resolution

- 50** Which courts exercise jurisdiction over maritime disputes?

Basle is the competent place of jurisdiction for actions in rem with respect to a vessel entered in the Swiss Register of Ships.

With regard to Swiss vessels, Basle is also the subsidiary place of jurisdiction for actions in tort and for other civil claims, ie, if no other court in Switzerland has jurisdiction.

Basle is also the competent place of jurisdiction for actions in connection with proceedings to limit the liability.

- 51** In brief, what rules govern service of court proceedings on a defendant located out of the jurisdiction?

The defendant must be formally served in compliance with all applicable rules, such as The Hague Conventions on the Service of Judicial Documents Abroad.

- 52** Is there a domestic arbitral institution with a panel of maritime arbitrators specialising in maritime arbitration?

Switzerland does not yet have an arbitral tribunal specialised in maritime arbitration. However, the Swiss Rules do not impose a panel of arbitrators, so that competent experts from Switzerland or abroad can be appointed. These can be lawyers or professionals from the shipping industry.

- 53** What rules govern recognition and enforcement of foreign judgments and awards?

The recognition and enforcement of foreign judgments and awards is governed either by the Lugano Convention on Jurisdiction and the Enforcement of Judgments in Civil and Commercial Matters 2007 or by the Swiss Private International Law Statute.

Switzerland is also party to the New York Convention on the Recognition and Enforcement of Foreign Arbitral Awards 1958.

- 54** What remedies are available if the claimants, in breach of a jurisdiction clause, issue proceedings elsewhere?

There is no remedy in respect to countries that are signatories of the Lugano Convention.

Judgments from countries that are not signatories of the Lugano Convention can only be recognised and enforced if the foreign court had jurisdiction over the defendant pursuant to the rules set out in the PILS.

- 55** What remedies are there for the defendant to stop domestic proceedings that breach a clause providing for a foreign court or arbitral tribunal to have jurisdiction?

The defendant may challenge the jurisdiction before the domestic court. If the defendant can present a valid agreement on a foreign place of jurisdiction or arbitration or if the legal provisions regarding the place of jurisdiction refer to another jurisdiction, the court will declare itself incompetent.

### Limitation periods for liability

- 56** What time limits apply to claims? Is it possible to extend the time limit by agreement?

Time limits will depend of the nature of the claim.

Generally, claims for breach of contract are time-barred after a period of 10 years (article 127 of the CO).

According to article 87 of the Navigation Act, claims arising out of a bareboat charter, a charter party and a freight contract shall be

**Update and trends**

At the time of writing, there were 41 oceangoing commercial vessels under the Swiss flag (bulk carriers, tankers, container carriers and combo freighters).

The history of the Swiss Maritime Law and Swiss flagging started in 1941. Without access to the sea and with almost no natural resources, the Swiss government at the time decided to create a merchant fleet and a maritime law to ensure the supply of the country during the war.

After 1945, it was decided to maintain and modernise the fleet. For that purpose, the Swiss government agreed to provide subsidies in the form of long-term loans with low interest rates. Under strict conditions, the loans could cover up to 75 per cent of the costs of vessels. In 1952, 36 vessels were sailing under the Swiss flag.

The situation has not changed much over time. Still today, the Federal Office for National Economic Supply considers it a priority to have sufficient maritime cargo capacity for the country.

To achieve this goal, the government may act as a guarantor for loans for the purchase of ocean-going vessels flying the Swiss flag. In return, the federal government may demand that shipowners put their ships at the disposal of the government in the event of a shortage of maritime cargo capacity.

In 2008, the Swiss parliament increased the financing facility used to guarantee loans for ship acquisitions from 500 million to 1.1 billion Swiss francs, in order to ensure that sufficient maritime shipping capacity will be available. This financing facility will remain in place at least until 2017.

time-barred one year after termination of the contract or one year after the date on which the goods were delivered or should have been delivered, respectively.

Claims resulting from general average shall be time-barred after a period of two years (article 124.1 of the Navigation Act).

Except where the Criminal Code provides a longer period, actions in tort are time-barred one year from the date of knowledge but in any case not later than ten years from the date on which the cause of action occurred.

Except for the limitations pursuant to article 127 et seq, CO, the limitation periods can be altered by contract.

**57** May courts or arbitral tribunals extend the time limits?

No. Courts and arbitral tribunals do not have the competence to extend the time limits.

**Miscellaneous**

**58** How does the Maritime Labour Convention apply in your jurisdiction and to vessels flying the flag of your jurisdiction?

The Maritime Labour Convention of 23 February 2006 was approved in Switzerland and is due to enter into force on 20 August 2013.

**59** Is it possible to seek relief from the strict enforcement of the legal rights and liabilities of the parties to a shipping contract where economic conditions have made contractual obligations more onerous to perform?

Generally, a change in economic circumstances cannot relieve a party from its contractual obligations.

**60** Are there any other noteworthy points relating to shipping in your jurisdiction not covered by any of the above?

Switzerland's only access to the sea is the Rhine. The most important sea ports for Switzerland are Rotterdam, Amsterdam, Antwerp and Hamburg.

The Navigation Ordinance contains extensive provisions regarding employment law at sea.

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