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Draft convention on contracts for the international carriage of goods wholly or partly by sea

Compilation of comments by Governments and intergovernmental organizations

Addendum

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II. Compilation of comments

A. States

6. Venezuela (Bolivarian Republic of)

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Article 1

1. The comments regarding article 1 are as follows:
 - In paragraphs 1 and 2, in the definition of “contract of carriage” there is repetition of the word “contrato” [“contract”]. It is recommended that the word “acuerdo” be used.
 - In paragraphs 3 and 4 the word “transporte” [“transportation”] is repeated. It is recommended that the word “traslado” be used.

Article 4

2. It is recommended that “provided for in articles ___ ___ ___ of this Convention” be added.

Article 9

3. *Procedures for use of negotiable electronic transport records.* This article regulates the procedures that must be followed in order that an electronic transport record may be valid. However, the text spells out not the procedures but the qualities that those procedures must possess. The title of article 9 should therefore be “Regarding the procedures for use of negotiable electronic transport records”.

Article 21

4. *Joint and several liability.* This article establishes the joint and several liability shared by the carrier and a maritime performing party. It would be useful to refer in the article to the right of debt repayment or distribution among the jointly and severally liable partners.

Article 24

5. *Notice in case of loss, damage or delay.* In paragraph 4, “días naturales” should be replaced by “días continuos”.

Article 25

6. *Deviation.* In the case of the Convention, the reasons that would justify the deviation are not specified.

Article 35

7. *Liability of the shipper for other persons.* In this article, liability is channelled to the shipper for the acts or omissions of any person, including subcontractors,

employees and agents, as if those acts or omissions had been those of the shipper. This article is inadvisable as the shipper is made liable for acts or omissions of subcontractors, employees and agents.

Article 38

8. *Contract particulars.* It is recommended that in subparagraph 2 (a) the word “apparent” be deleted in order to impose greater liability on the shipper. It is recommended that in subparagraph 3 (a) the word “technical” be added to the phrase “reasonable external inspection” in order to indicate that the inspection will not be simply a visual one.

Article 51

9. *Retention of goods.* It appears to be adequate, but, given the possibility of fraudulent conveyance, subrogation action and pursuit of assets, it is recommended that “by the shipper or consignee directly” be added after “sums due”.
