

# Container Weight and Container Content –

How to protect the Inland Carrier from unknown Hazards?

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# Container Weight and Container Content

1. Root Cause of the Problem
2. Allocation of Responsibility
3. Legal Protection of the Carrier
4. Workshop on Solutions



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# 1. Root Cause of the Problem

**Weight issues are more complex as they seem to be ...**

- Determination of absolute weight, gross mass
- Weight of cargo vs. tara weight of packaging / container
- Centre of gravity
- Stowage factor
- Load and lifting capacity of gear



# 1. Root Cause of the Problem

## **Weight issues in inland container shipping...**

- A “no issue” on board of 2 layers canal going barges?
- Stability calculation vs. voyage plan and stowing requirements?



# 1. Root Cause of the Problem

**The issue of the content and nature of the goods is also more complex as it seems to be ...**

- Different trading names for goods
- Unspecific and broad declaration of goods
- Not all hazards are covered within ADN / IMDG
- „Cargo lobby“ works against dangerous goods classification





# 1. Root Cause of the Problem

## Examples for misdeclared cargo

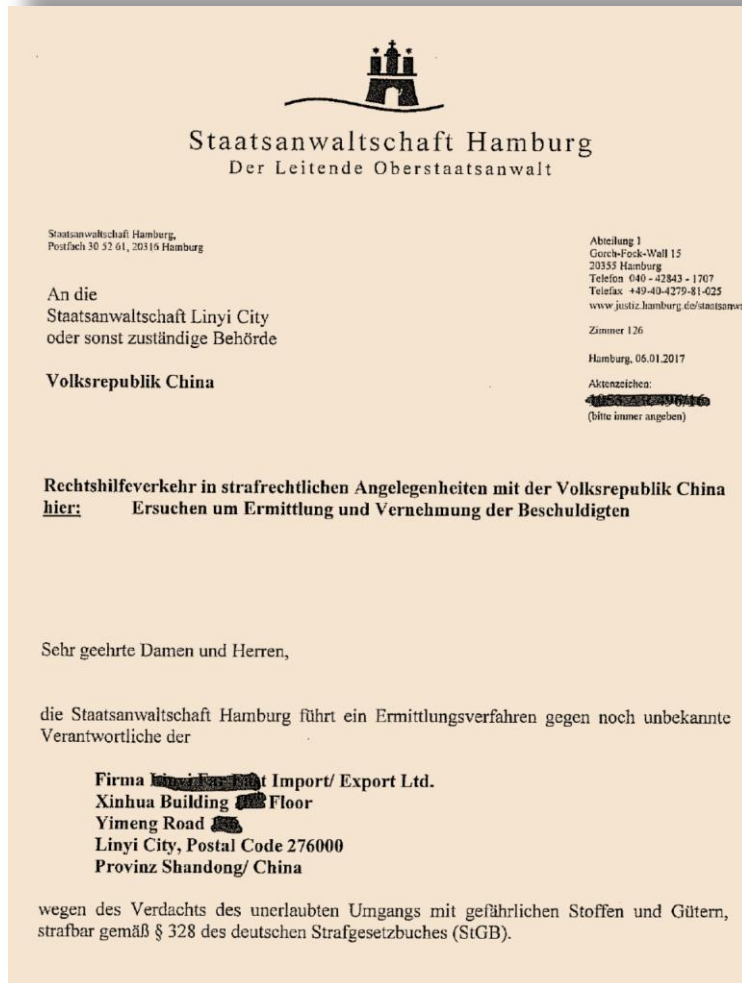
- Cargo named as „**Paints**“ within the B/L was actually thinner with a flash point below 21°C to be classed IMDG 2.3 class 3



SHIPPER LINYI FAR EAST IMP&EXP CO., LTD 10F XINHUA BLDG, 136 YIMENG ROAD, LINYI, SHANDONG CHINA		
CONSIGNEE EMPRESA COMERCIALIZADORA DIVEP HANAVA-CUBA		EXPORT
NOTIFY PARTY, Carrier not to be responsible for failure to notify EMPRESA COMERCIALIZADORA DIVEP HANAVA-CUBA		CARF
PRE CARRIAGE BY*	PLACE OF RECEIPT*	DUBAI
VESSEL CCNIARAUCO	PORT OF LOADING JEBEL ALI PORT, UAE	MARIEL PC
MARKS AND NOS TAINER AND SEALS	NO AND KIND OF PACKAGES	DESCRIPTION OF PACKAGES AND GOODS SHIPPER'S LOAD STOW AND COUNT
BEAU2549569 SEAL 0016455	1 x 20ST	810 PACKAGE(S) PAINTS
CHAU1026323 SEAL A021937	1 x 20ST	810 PACKAGE(S) PAINTS
CHAU1160224 SEAL D1749620	1 x 20ST	810 PACKAGE(S) PAINTS



# 1. Root Cause of the Problem



## In practice:

- How to claim the damages from the Chinese shipper of the misdeclared cargo?
- How to enforce the rules and criminal sanctions in China?
- How to deal with the exposure of a shipper „in the middle“ of a chain of contracts?

## 2. Allocation of Responsibility

- The **shipper** has the obligation that
  - the goods are correctly **declared** and **marked** (Art. 6 2. CMNI),
  - the goods are sufficiently **packed** so that they do not cause damage to the vessel (Art. 6 3. CMNI),
  - the carrier is **informed** about the inherent danger of the goods (Art. 7 1. CMNI).
- The **carrier** has the responsibility for the goods during carriage and that
  - the goods do not affect the **safety of the ship** (Art. 3 5. CMNI)
  - the goods do not cause immediate **danger to third** parties' life, property or the environment (reflex of Art. 7 4. and 5. CMNI and general principles),however only to the extent that not the shipper is responsible under his duties as mentioned above!



## 2. Allocation of Responsibility

### The duties of the shipper (Absender) in detail (Art. 6 2., 3. and 7 1. CMNI):

- Information to the carrier before the goods are handed over,
  - in **writing**
  - with **particulars** of
    - i. dimension, number , weight and stowage factor
    - ii. nature and characteristics of the goods
    - iii. of any dangers and pollution hazards inherent.
- **Consider the transport operation** and precautions to be taken, pack the goods in a way that they do not damage the vessel or other goods.

### 3. Legal Protection of the Carrier

**If the shipper has failed to comply with his duties,**

- he is liable (even without fault) for all damages and costs incurred by the carrier (Art. 8 CMNI),
- the carrier can terminate the contract and claim for storage costs, demurrage and dead freight (Art. 9 CMNI),
- the carrier can unload and destroy the goods if they cause immediate danger and claim for the costs from the shipper (Art. 7 4., 5. CMNI)

## 4. Workshop on Solutions

- The history of SOLAS VGM shows that civil liability of the shipper for misdeclared cargo was and is not sufficient to protect the carrier.
- In practice further actions need to be established to protect the carrier from unknown hazards of the cargo.
- Can we find a similar international solution like SOLAS VGM also for hazards resulting out of misdeclared or insufficiently marked dangerous goods?

***„SOLAS VCN - Verified Cargo Nature“***

## 4. Workshop on Solutions

*Thank you  
and  
never stop  
(thinking)!*



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