#### **Remedy Law Firm**



# «Арбитражная практика о значении документооборота»

Как сохранить свои деньги деньги стивидоров и грузовладельцев







## Подготовка к «игре»:

- разработка условий;
- оформление документов;
  - сбор документов

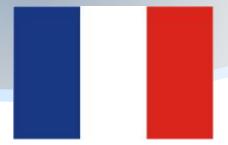


# Как заставить «играть» по своим правилам?

- в документе ссылка на ознакомление с условиями (например, бункерная расписка);
- текст условий вручён капитану (бункерная расписка) или приведен на обороте документа (коносамент);
- -в документе ссылка на ознакомление с условиями, размещенными на сайте (коносамент, бункерная расписка);
- согласование заявки, получение подтверждения ознакомления и согласия с условиями, размещенными на сайте



### Юрисдикции со знаком +













## Юрисдикции со знаком -









CODE NAME: "CONGENBILL". EDITION 1994 Shipper BILL OF LADING B/L No. TO BE USED WITH CHARTER - PARTIES RICH BANANA DE EL ORO S.A. RIBAORO MARCEL LANIADO # 1011 Y PAEZ Reference No. MACHALA - ECUADOR RUC: 0790151119001 Consignee TO THE ORDER OF: NEW TRADING SYSTEMS LIMITED COPY 707 HIGH ROAD, FINCHLEY, LONDON N12 OBT NEGOTIABLE UNITED KINGDOM Notify address SAME AS CONSIGNEE Vessel Port of Loading "NOVA HOLLANDIA" V-1 PUERTO BOLIVAR - ECUADOR Port of Discharge ST. PETERSBURG - RUSSIA Shipper's description of goods **Gross Weight** SAID TO BE SAID TO WEIGHT **BELLA MIA** 67,320 BOXES OF ECUADORIAN GREEN, FRESH 1,221,184.80 NET KILOS BANANAS CAVENDISH VARIETY, FIRST 1,346,400.00 GROSS KILOS QUALITY TYPE 22XU OF 18.14 NET KGS AND 20.00 GROSS KGS PER BOX "Subject terms and conditions of the charter party dated, Hamburg, September 1st 2003" "All terms, conditions. Clauses and exception, including Arbitration Clause and Laytime Clause contained in the charter party dated Hamburg 1st September, 2003 and all Adenda thereto are hereby expressly included in the Bill of Lagrag and are deemed to be incorporate herein" MARSEC S. A. "Clean on Board 10.26.2003" F.U.E.: 1200472 on deck at Shipper's risk; the Carrier not being responsible for loss or damage howsoever arising) reight payable as per at the Port of loading in apparent good order and SHIPPED CHARTER-PARTY DATED SEPTEMBER 1ST, 2003 condition on board the Vessel for carriage to the Port of Discharge or so near thereto as she may safely get the good FREIGHT ADVANCE. specified above. Received on account of freight: Weight, measure, quality, quantity, condition, contents and value unknown. IN WITNESS whereof the Master or Agent of the said Vessel has signed Time used for loading.... .....days.. the number of Bills of Lading indicated bellow all of this tenor and date, .hours. any one of which being accomplished the others shall be void. FOR CONDITIONS OF CARRIAGE SEE OVERLEAF Freight payable at Place and date of issue PUERTO BOLIVAR OCTOBER 26TH, 2003 Number of Original Bs/L Signature SIGNED ON BEHALF OF MASTER 3/3 CAPT. ALEKSANDR ZAKHAROV Printed and sold by Fr.G. Knudtzons Bogtrykkerl A/S, 55 Toldbodgade, DK-1253 Copenhagen K,

MARITIMA ECUATORIANA MARSEC S.A.

AS AGENTS ONLY



Telefax +45 33 93 1184

(BIMCO), Copenhagen,

by authority of The Baltic and International Maritime Council



## Судовые документы в суде:

- Свидетельство о праве собственности;
  - Классификационное свидетельство;
  - Коносамент;
  - Судовой журнал;
  - Штурманская расписка;
  - Тальманская расписка;
  - Декларации генеральная, грузовая, судовых припасов;
  - Грузовой манифест.



# Документы, необходимые для грузовых претензий

- Коносамент;
- Акт извещение;
- Генеральный акт;
- Сюрвейерский акт



#### **Contact details**

Should you have **any** questions or need **any** assistance in Russia please contact:

#### St. Petersburg

Phone: +7 812 702 51 00 Fax: +7 812 702 51 01

E-mail: <a href="mailto:general@remedy.spb.ru">general@remedy.spb.ru</a>

Web: www.remedy.ru

#### Moscow

Phone: +7 495 787 25 07 Fax: +7 495 787 25 07

E-mail: <a href="mailto:general@remedy.spb.ru">general@remedy.spb.ru</a>

Web: www.remedy.ru