

The Norwegian Maritime Code
of 24 June, 1994, No. 39

with later amendments up to and including
Act of 2 August, 1996, No. 2

Preface

This translation was originally made by Peter Bilton at the request of the Ministry of Justice, and thereafter further elaborated by Trond Solvang and Erik Røsåg. The translators are indebted to the authors of previous translations, in particular Hugo Tiberg, Per Gram, the Finnish Ministry of Transport and Communications and the Norwegian Maritime Directorate. Legal literature in English has also been to great help.

Throughout the translation, the Norwegian term “reder” has been used when the original utilizes this term or the term “rederi.” There is no equivalent English term. The “reder” is the person (or company) that runs the vessel for his or her own account, typically the owner or the demise charterer. Time charterers and voyage charterers are not considered “reders”.

The translation of titles of acts and some other terminology rely heavily on precedents. It has been considered more important to facilitate reference than to attempt to improve more or less established terminology.
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Part I  Ships

Chapter 1 General Provisions

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Section 1  Conditions for Nationality

A ship shall be regarded as a Norwegian ship when it has not been entered in the register of ships of another State and is owned by:

1) a Norwegian national;
2) a shipping partnership or other Norwegian company, the members of which have unlimited liability for the obligations of the company, provided that Norwegian nationals are part owners of at least six tenths thereof;
3) a limited partnership, provided that Norwegian nationals hold at least six tenths of the capital invested by the general partners and at least six tenths of the capital invested by the limited partners;
4) a limited company not covered by subparagraph 3, provided the company’s head office and the office of the board of Directors are in Norway and the majority of the directors, including the board chairman, are Norwegian nationals who are resident in Norway and have lived here for the past two years, and Norwegian nationals own shares or holdings corresponding to at least six tenths of the share capital and are entitled to exercise at least six tenths of the voting rights in the company.

Regarded as equivalent for the purposes of this Section to property owned by a Norwegian national shall be that owned by the Norwegian State, by an institution or a fund administered by the Norwegian State, by a Norwegian municipality, by a company that satisfies the conditions in the first paragraph, or by a Norwegian bank, foundation or association provided that the office of its board is in Norway and the majority of the board are Norwegian nationals resident in Norway.

If a ship is owned by a foreign national permanently resident in Norway, the Ministry may in exceptional circumstances recognize the ship as a Norwegian ship. Similarly the Ministry may in exceptional circumstances grant exemption from the requirements in subparagraphs 2 to 4 of the first paragraph, cf. the second paragraph, to the effect that Norwegian nationals must hold at least six tenths of the capital and be entitled to exercise at least six tenths of the voting rights.
Section 2 Estate of a Deceased Person, Undivided Estate and Forced Sale

Upon the death of the owner of a Norwegian ship or the owner of a share or a holding in a company as mentioned in Section 1, the ship shall retain its nationality for such period as the estate of the deceased remains under the administration of a Norwegian Probate Court, irrespective of the nationality of the heirs. A surviving spouse in possession of an undivided estate shall for the purposes of Section 1 be deemed to be the sole owner of all the assets of the estate.

Upon the purchase of a Norwegian ship at a forced sale, for the purpose of securing a claim of the purchaser in respect of which he holds a lien or mortgage on the ship, the Ministry may consent to the ship temporarily remaining a Norwegian ship, even if the requirements of Section 1 are not fulfilled. Such consent shall take effect for such period and upon such conditions as may be laid down by the Ministry.

Section 3 Managing Reder, etc.

When a Norwegian ship is owned by an individual person, cf. subparagraph 1 of Section 1, who is not resident in Norway, the owner shall nominate a representative who satisfies the conditions for being the managing reder of a shipping partnership, cf. Section 103, and who has the same authority as that of a managing reder. The Ministry may if necessary stipulate a time limit for such a nomination to be made. If the reder fails to make a nomination prior to the expiry of the time limit, the Ministry may decide that the ship shall not be deemed a Norwegian ship. In such an event, the ship shall no longer be entitled to registration in Norwegian registers of ships and shall, as the case may be, be deleted.

When a Norwegian ship is owned by a shipping partnership or other company as mentioned in subparagraph 2 of Section 1, a managing reder shall be appointed in accordance with the provisions of Section 103. The provisions of the second to fourth periods of the first paragraph apply correspondingly unless at least one of the members of the shipping partnership or company is a Norwegian national resident in Norway or, in such cases as mentioned in the second paragraph of Section 1, is on the same footing as a Norwegian national according to the second paragraph of Section 1.

The provisions contained in the first paragraph apply correspondingly to limited partnerships, cf. subparagraph 3 of Section 1, unless at least one of the general partners is a Norwegian national, resident in Norway or, in such cases as mentioned in the second paragraph of Section 1, is on the same footing as a Norwegian national according to the second paragraph of Section 1.
The provisions of this Section shall only apply to such ships as must carry a certificate of nationality, cf. Section 5.

Section 4 Special Provisions affecting certain Ships

Ships equipped for stationary use in drilling for, or the exploitation of, offshore subsea natural resources shall be deemed to be Norwegian when they are not registered in the register of shipping of another country and are owned by:

1) a Norwegian national;
2) a shipping partnership or other company whose members have unlimited liability for its obligations, provided that Norwegian nationals are co-owners for at least six tenths;
3) other companies, provided they are registered in Norway.

In the cases mentioned in subparagraphs 1 and 2, the second and third paragraphs of Section 1 and Sections 2 and 3 shall apply correspondingly.

When a the tonnage of a ship does not exceed 1,000 tonnage units/register tons and the ship is primarily engaged in the owner’s business undertaking in Norway, the ship shall be deemed to be Norwegian if the owner’s undertaking has its seat and head office in Norway, provided that shipping does not constitute any independent part of the activities of the undertaking. Shipping shall be deemed to include salvaging, towing, fishing and catching.

Section 5 Use of Flags. Certificate of Nationality

A Norwegian ship shall have the right to fly the Norwegian flag. The King can issue detailed regulations as to the use of flags, and if desirable as to the right of other ships to fly the Norwegian flag.

A Norwegian ship that must be registered, cf. the second paragraph of Section 11, or which engages in foreign trade, must carry a certificate of nationality. The King can issue regulations exempting ships that need not be registered from the obligation to carry a certificate of nationality. The owner of a Norwegian ship can in any event demand that a certificate of nationality be issued for the ship. If a certificate of nationality is to be issued for a ship that need not be registered, the ship must be entered in the Register of Ships, cf. the third paragraph of Section 11.

Certificates of nationality are issued by the authority that has entered the ship in the register of ships. Provisional certificates of nationality may in special cases be issued by the Maritime Directorate. If the ship is abroad, the certificate can be issued by the appropriate official of the Norwegian Foreign Service upon authority from the Maritime Directorate. The King can issue regulations to the effect that in cases of
urgency such an official can issue a certificate without authority.

The King can issue further regulations as to certificates of nationality and their contents, and as to corrections to or the replacement and the return of certificates.

The provisions regarding certificates of nationality shall not apply to ships of maximum lengths of less than 10 meters.

Section 6 Hovercrafts

The provisions of Sections 1 to 3 shall apply correspondingly to hovercrafts. The same applies to Section 5 unless the King decides otherwise.

II Name, Home Port, etc.

Section 7 Name

Every ship entered in the Register of Ships shall have a name chosen by its owner. The name must be clearly distinguishable from the names of all other registered ships. Ships belonging to the same reder or group of reders can nevertheless have the same name if distinguished by different numbers. The name must not unreasonably interfere with any distinctive style of name used by another reder.

A ship may subsequently be renamed upon a change of ownership. The Maritime Directorate may also in other circumstances grant permission to rename a ship provided that reasonable grounds exist for so doing. The Registrar shall send a notice of the change of name to all those having registered rights in the ship.

Upon conclusion of a contract to buy or to build a ship, the ship’s name may be reserved by notice to the Maritime Directorate. The Directorate may also in other circumstances, and provided that reasonable grounds exist for so doing, reserve a ship’s name to an applicant for a period of up to five years at a time. A name which has been reserved shall have the same protection as the name of a ship which has been entered in the Register of Ships.

When a ship is to be entered in the Register of Ships, a name certificate issued by the Maritime Directorate shall be produced. The same provision shall apply in the event of a change of name.

Except for the first period of the first paragraph and the second paragraph, the provisions of this Section only apply to
ships which must be registered, cf. the second paragraph of Section 11.

The King can issue detailed regulations supplementing and implementing the provisions of this Section.

Section 8   Home Port
The owner of a ship shall, prior to its entry in the Register of Ships, choose its home port from among such towns and other built-up coastal areas as are approved by the Maritime Directorate as home ports. The provisions of the third paragraph apply to ships on inland lakes.

The choice of home port shall be made by notice to the Registrar of Ships in accordance with Section 12. Such home port can subsequently be altered by notice in accordance with the second paragraph of Section 13.

Ships not entered in the Register of Ships shall have their home port in the municipality in which the owner is resident. If the owner is not resident in Norway, the home port of the ship shall be in that municipality in which the owner’s representative is resident. A ship owned by a shipping partnership or other company as mentioned in subparagraph 2 of Section 1 shall have its home port in the municipality in which the managing reder is resident. In respect of other companies the ship’s home port shall be regarded as the municipality in which the office of the company or the seat of its board is situated.

Section 9   Signal Letters, Marks
The King can issue regulations regarding ships’ signal letters and the marking of ships.

Section 10   Ships beyond Repair
A ship shall be regarded as beyond repair

1) when it cannot be repaired, either where it is or at a place to which it can be moved,
2) when it is not worth repairing because its value when damaged together with the anticipated cost of moving and repair will exceed its estimated value when repaired.

The owner of a ship beyond repair can demand its sale through the enforcement authority according to the applicable rules governing forced sales, with the effect that maritime liens and all other encumbrances on the ship shall cease to attach to the ship. The provision contained in Section 11-20 of the Enforcement of Claims Act relating to the lowest acceptable bid shall not apply.
Chapter 2 Registration of Ships

I The Register of Ships, Registration Procedure, etc.

Section 11 Registration Authority. Scope of the Register

The Register of Ships is a nationwide national register. It is kept by an official appointed by the King. The Registrar decides whether the Registrar or an employee of the Register is biased. If the Registrar finds reason for so doing, the question shall be submitted to the Ministry for decision. The provisions of the third paragraph of Section 1 of the Property Rights Registration Act relating to the delegation of authority and in Section 2 relating to disqualification apply correspondingly.

Every Norwegian ship of a maximum length of 15 meters or more shall be entered in the Register of Ships or in the Norwegian International Ship Register if the conditions for registration there have been met. However, ships acquired from abroad shall be exempt from the registration requirement if the person who acquired the vessel declares to the Maritime Directorate that the ship will be scrapped without further trading. The King can issue regulations to the effect that State-owned ships shall be exempt from the registration requirement.

A Norwegian ship with a maximum length of less than 15 meters can, at the owner’s request, be entered in the Register of Ships if its greatest length is at least 10 meters or if the ship is required to be registered under Act 5 December, 1917, No. 1 Relating to Registration and Marking of Fishing-Vessels or if it is to be used exclusively or mainly in trade. When such a ship is entered in the Register of Ships, the provisions of this Chapter shall apply.

Registered rights in ships that are entered in the Register of Ships can not be contested on the grounds that the ship did not fulfill or no longer fulfills the conditions for registration.

Except for cases as mentioned in the fifth paragraph of Section 14, a ship can not be entered in the Register of Ships until it has been delivered by the builder or until it enters service on the builder’s own account.

For registration or annotation in the Register of Ships, a fee shall be paid as determined by the King. The same applies to a mortgage certificate relating to the Register of Ships.

Section 12 Entry in the Register of Ships, etc.

Entry in the Register of Ships shall take place upon notice from the owner of the ship to the Registrar. In the case of ships that must be registered, such notice must be sent, in the case
of a newbuilding within thirty days of delivery from the shipyard, and in the case of any other ship within 30 days of its being considered Norwegian.

If the ship is owned by a shipping partnership or other company as mentioned in subparagraph 2 of Section 1, notice shall be given by the managing reder. In the case of other companies it shall be given by the manager or by a member of the board who is authorized to sign on behalf of the company.

Section 13 Particulars of Ships in the Register, Notices, etc.
The Register of Ships shall contain particulars of a ship’s name, identification signal, gross and net tonnage; in case of vessels not subject to a measurement requirement length, breadth and depth; place and year of construction, home port, ownership, and the nationality of the owner. If the ship is owned by a shipping partnership or other company as mentioned in subparagraph 2 of Section 1, the register shall contain particulars of the managing reder.

In the event of any change in the particulars referred to in the first paragraph, the owner of the ship shall notify the Registrar unless the contrary follows from regulations issued by the Ministry. The same applies if the ship is lost or scrapped. Notice shall be given as soon as possible and not later than 30 days after the change or event. The Registrar may extend the time limit. The provisions of the second paragraph of Section 12 shall apply correspondingly. In the event of a sale, notice shall be given by the buyer, but by the seller if as a result of the sale the ship can no longer be regarded as Norwegian.

Notice of ownership shall be accompanied by a builder’s certificate, a bill of sale from the previous owner, a bill of forced sale, or similar documentation. The King can issue more detailed regulations in this regard and concerning the content and form of such notice and any document that must accompany such notice. If a ship is acquired from abroad, it can not be registered unless the notice is accompanied by a certificate from the appropriate authority in the foreign country to the effect that the ship is not entered in the register of ships or the register of ships under construction of that country, or that it will be deleted from such a register upon registration in another country. Such a certificate must also be presented to enable a ship that has not been considered Norwegian because it was registered in a foreign register, cf. Sections 1 and 4, to be entered in the Register of Ships.

Section 14 Procedure, etc.
The Registrar shall keep a journal containing details of documents presented for registration, and a Register of Ships with a separate leaf for each ship. Registration is carried out
by entering an extract from the document in the journal and making a note of the document in the Register of Ships.

A document the registration of which has been requested shall be entered in the journal as soon as possible according to the day and minute when it was received for registration, and shall be deemed to have been entered at that time. A document received after a time of day fixed by the Ministry shall be entered in the journal at the next time of opening of the Register of Ships.

Should the Registrar on receipt of the document find that it cannot be registered, he shall draw attention to the fact. If the document is not withdrawn, it shall be entered in the journal, and registration shall in the event be refused, cf. Section 16. If it is evident that the document can not be registered, it can be returned to the person who requested the registration, without any entry in the journal. The person shall at the same time be informed of why the document can not be registered and that it has not been entered in the journal. The person shall moreover be informed that the document will be entered in the journal if this is demanded. If such a demand is made, the document shall be entered in the journal on the day when the demand is received, cf. the second paragraph.

If the conditions for registration are met, the document shall be noted in the Register of Ships within two weeks of its entry in the journal. The document shall be returned to the person who presented it, or to a person designated by him or her.

If delivery of a ship from a foreign builder or seller to a new owner is expected at a time when the office of the Registrar is closed, the entry of the ship in the Register and the registration of voluntarily established legal rights may be made before the ship is delivered, but the Registrar must retain the documents until he or she receives confirmation that the ship has been delivered. If the ship has not been delivered within a week from the entry in the journal, the registration shall be null and void.

Section 15  Requirements regarding Documents, Attestation of Signatures, etc.

A document presented for registration must be written in Norwegian, Danish, Swedish, or English, and must be so legible and clear that no doubt arises as to how it should be noted. The Ministry can issue regulations relating to the form of such documents.

For a bill of sale or mortgage deed which was not issued by a public authority to be noted in the Register, the signature must be attested in accordance with regulations issued by the Ministry. It shall be expressly confirmed that the signature was written or acknowledged in the presence of the person concerned, and shall state whether or not the issuer is over 18 years of age.
age. The same applies to notice of consent as referred to in the first paragraph of Section 22. More detailed regulations as to proof of the identity, and the age and authority of the signatory can be issued by the Ministry.

A person presenting a document for registration shall also present a copy, which may be a transcript, of it unless regulations issued by the Ministry provide otherwise. The Ministry can issue regulations requiring the copy to be attested and stating who can issue such an attestation. If the document relates to more than one ship, one copy must be presented in respect of each ship. The copies shall be filed as the Ministry decides.

Section 16 Refusal of Registration

The Registrar shall refuse to register a document if it is clear to him that the document is invalid or that the signatory thereto lacks the necessary right of disposal, or if any other requirement for noting the document in the Register of Ships is not complied with. The decision shall be taken on the basis of the document itself and such other documents and evidence as are available. If the Registrar sees fit, he or she may him- or herself institute inquiries.

Instead of refusing to register a document in such cases as mentioned in the first paragraph, the Registrar may fix a time limit for rectification, if he or she has reason to believe that this will be done within a reasonable time. In that event the document shall be provisionally noted in the Register of Ships together with an explanation of the circumstances. If the deficiency is not made good within the time limit, registration of the document shall be refused.

Should registration of a document be refused, a note to that effect shall be made in the journal. The person who applied for the registration shall immediately be notified by registered mail of the refusal and the reason for it, of the right to appeal and the time limit for lodging an appeal, and of the rule that legal proceedings in respect of such a refusal can not be instituted without prior resort to the right of appeal, cf. Section 19. If other persons are directly affected, such notice shall at the same time be given to them.

Notice as mentioned in the third paragraph shall also be given in other cases where a person has applied for a step to be taken which has been refused by decision of the Registrar.

Section 17 Certificate

The Registrar shall enter a certificate of registration on every document registered.
If the document shows anything relating to ownership, priority or the like which is inconsistent with that which has previously been registered, this shall be noted in the certificate. If the document is a mortgage deed or a letter of indemnity a note shall also be made of any registered encumbrances which may have a bearing on the rights of the mortgagee.

Any person shall be entitled upon request to receive a certificate of the ownership of and encumbrances on a registered ship.

Section 18 Errors in Registration
If the Registrar becomes aware that an entry in the Register of Ships is incorrect or that an error has otherwise been made, the Registrar shall correct the error. If by reason of the error any person has been incorrectly informed, the Registrar shall so far as is possible notify such person of the correction by registered mail.

Whoever is of the opinion that the contents of the Register of Ships are incorrect and detrimental to his or her rights can demand registration of his or her request for correction, provided he or she can show the likelihood of the contention or furnish such security as may be determined by the Registrar. If he or she is unable to prove the claim within a time limit fixed by the Registrar, the claim shall be deleted from the Register.

Section 19 Appeals, etc.
Appeals against decisions of the Registrar can be lodged with the Ministry by any person whose appeal is based on a legal interest in the matter. An appeal by any person who has received notice under the third or fourth paragraph of Section 16 must reach the Registrar within three weeks from the day upon which the notice was sent.

Appeals by others must reach the Registrar within three weeks from the day when the appellant learned or ought to have learned of the decision, see however the fourth paragraph. In exceptional circumstances the Registrar may fix a time limit longer than three weeks.

Reinstatement notwithstanding the expiry of the time limit for appealing may be granted in accordance with the rules of Section 31 of the Public Administration Act; see however the fourth paragraph below. The provisions of Sections 32, 33 and 36 of the Public Administration Act also apply.

The provisions of Sections 10 a and 10 b of the Property Rights Registration Act relating to certain limitations of the right to grant appeals shall apply correspondingly.
Any person who has received notice in accordance with the third and fourth paragraphs of Section 16, can not institute legal proceedings without having first made use of his right of appeal and having had the appeal decided on by the Ministry. The third period of the first paragraph and the third paragraph of Section 437 of the Dispute Act shall however apply correspondingly.

The time limit for instituting legal proceedings according to the first period of the second paragraph of Section 437 of the Civil Procedure Act shall be three weeks. Reinstatement can not be granted when circumstances exist which prevent an appeal from being granted, cf. the fourth paragraph of this Section.

II Registration of Rights

Section 20 Which Establishments of Legal Rights can be Registered

A document can be noted in the Register of Ships the purpose of which is to create, modify, assign, pledge, acknowledge or terminate a right in a registered ship. Documents relating to a maritime lien on a ship or the lease or chartering of a ship are excepted.

When the subject matter of a suit brought before a County or Town Court or any higher court is a right of a kind which can be registered in accordance with the first paragraph, the Court may make a decision in the form of a ruling\(^1\) that the writ of summons or an extract thereof shall be registered. If the action is dismissed or judgment is given against the plaintiff or the interim injunction is lifted, the registration shall be deleted as soon as such decision becomes final.

Section 21 Registered Title

Only a person whom the Register of Ships shows to be the owner or who can show that the title has passed to him upon the death of the owner, shall have the title of ownership for the purposes of the Register.

For a document to convey a the title of ownership for the purposes of the Register, the document must show an unconditional transfer of property, or, if the transfer is conditional, the fulfillment of any condition must either be shown by proof duly registered or be a matter of common knowledge.

The provisions of this Section apply correspondingly in respect of registered title relating to other rights.

\(^{1}\) Original: “kjennelse”.
Section 22  Registered Title as a Condition for Registration
A document evidencing the voluntary establishment of a right as mentioned in the first paragraph of Section 20 can not be noted in the Register of Ships unless the issuer has a registered title or the consent of the registered holder of such title.

A bill of a forced sale can not be noted if, at the time when the decision on the forced sale was noted, the registered holder of the title had not been named as defendant in connection with the forced sale or had not been notified of the sale according to the first paragraph of Section 11-8 of the Enforcement of Claims Act. A bill of a forced sale issued pursuant to a forced sale abroad can not be noted unless the forced sale is binding on the registered holder of the title according to Norwegian law.

A bill of sale in probate can not be noted if the person whose estate is being distributed had no registered title.

No judgment or arbitration award can be noted unless it is binding under Norwegian law on the registered holder of the title.

Section 23  Priority
Acquisitions of rights that are registered shall rank in priority before those that are not registered.

In the event of a conflict between registered acquisitions of rights, that which was first entered in the journal shall have priority.

Acquisitions of rights entered in the journal at the same time shall have equal rank. Executions and arrests shall nevertheless rank prior to other acquisitions of rights. When several attachments are registered at the same time, the earlier attachment shall have priority.

Section 24  Exceptions to the Rules of Priority, etc.
Notwithstanding Section 23, an earlier right shall rank prior to a later right if the latter is voluntarily acquired and the acquiring party knew or ought to have known about the earlier right at the time when his or her right was entered in the journal.

Statutory rights are not affected by registration unless otherwise provided by statute.

Upon a sale or other transfer of ownership, a right deriving from the previous owner and which appears in the document of title of the new owner, or is entered in the journal no later than at the same time as the document of title, shall rank prior
to rights deriving from the new owner. The mutual priorities among several rights deriving from the previous owner shall be determined according to the provisions of Section 23. The same applies to the relative priorities among several rights deriving from the new owner, provided however that a voluntarily established mortgage which is shown to be security for a loan to finance the purchase of the ship, and which was entered in the journal no later than at the same time as the new owner's title document, shall rank prior to rights whether acquired voluntarily or in the course of enforcement, irrespective of when they were entered in the journal.

When a ship is entered in the Register of Ships, the provisions of the third paragraph apply correspondingly, so that acquisitions of rights registered before the delivery of the ship in accordance with the fifth paragraph of Section 14 shall be deemed to be entered in the journal on the day and at the time when the ship is delivered. Encumbrances transferred from a foreign register according to Section 74 shall rank prior to all other rights and shall retain their priorities as between themselves from the original registration in the foreign register.

The provisions of Section 23 do not apply to the transfer of mortgages or to the pledging of mortgage deeds governed by the rules applicable to negotiable debt instruments.

Section 25 Protection in Bankruptcy

With the exception of the cases mentioned in the third, fourth and fifth paragraphs of Section 24, a voluntarily established right must, in order to be protected against bankruptcy, have been entered in the journal no later than the day before the commencement of such bankruptcy proceedings.

If compulsory debt settlement proceedings have been instituted during immediately preceding debt settlement proceedings, cf. the sixth paragraph of Section 1-4 of the Satisfaction of Claims Act, a right must have been entered in the journal no later than the day before the commencement of the compulsory debt settlement proceedings. However, when the right has been created with the consent of the debt settlement committee, the protection of the right against bankruptcy shall not depend upon registration.

For a right established by contract to be upheld in compulsory debt settlement proceedings, the establishment of the right must, except in the cases mentioned in the third, fourth and fifth paragraphs of Section 24, have been entered in the journal no later than the day before the opening of the compulsory debt settlement proceedings.
Section 26 Bar to Objections Relating to Invalidity, etc.

No objection that a registered title derives from an invalid document can be raised against any person who has registered a right contractually acquired by him from the registered holder of the title, and who acted in good faith when entry in the journal was made. However, such objection can be raised if the document is forged or falsified or is void by reason of minority or was made under duress, cf. Section 28 of the Act Relating to Conclusion of Agreements, etc.

If a registered document of title or other document is invalid and this does not appear from the Register of Ships, and the invalidity subsequently ceases, no further registration of the right it establishes shall be necessary because the right shall be deemed to have been registered from the moment when the invalidity ceased.

Section 27 Priority in the Event of Errors in Registration, etc.

If a right is incorrectly noted in the Register of Ships or is not noted within two weeks of its entry in the journal, a Court can rule that the right shall yield priority to a voluntarily established right registered at a later date. This is subject to the conditions:

a) that the acquirer of the subsequently registered right was acting in good faith when that right was entered in the journal,

b) that if the priority of his right were yielded, the acquirer would suffer unmerited loss by reason of his reliance upon the Register of Ships, and

c) that if the priority of the right of the acquirer were yielded, his or her loss would substantially exceed that of the other party, or that it would lead to considerable disorder among rights registered later if the right which was registered, but incorrectly entered, should be allowed priority.

If a right is noted in the Register of Ships which by mistake was not first entered in the journal, such noting shall also have the effect of an entry in the journal.

If a document entered in the journal should subsequently be refused registration, it shall, where the application of the priority rules is concerned, be regarded as never having been entered.
III Deletion, Time-barring of Protection by Registration

Section 28 Deletion of a Ship

Upon receipt by the Registrar of notice under the second paragraph of Section 13 that a ship has been lost or scrapped or is no longer to be regarded as Norwegian, the ship shall be deleted from the Register. The same applies if due notice is not given within the time limit according to the second paragraph of Section 13, but the Registrar otherwise learns of such facts. Before the ship is deleted, its owner shall in such a case be given an opportunity to state his or her views. A ship which is not subject to compulsory registration shall, in addition to the cases referred to, be deleted at the request of its owner. Even when a ship is still to be regarded as Norwegian, it can be deleted from the Register of Ships if its owner informs the Registrar that the ship will be registered in the register of another country when it has been deleted from the Norwegian Register.

If an encumbrance has been registered on a ship, the ship shall not be deleted without the written consent of the beneficiary of the encumbrance, but a note of the facts which would otherwise have resulted in deletion shall be made on the ship’s sheet in the Register. In such event the encumbrance shall retain its priority, but no new establishments of rights can be registered.

Upon request the Registrar shall issue a certificate of deletion in respect of the ship, in which all registered encumbrances shall be listed in order of priority.

Section 29 Deletion of Encumbrances

An encumbrance shall be deleted from the Register of Ships when evidence is registered showing that the encumbrance no longer attaches to the ship or that the holder of the right consents to the deletion.

For a mortgage deed that is a negotiable debt instrument to be deleted, the document must be submitted to the Registrar together with a receipt or consent. If it is impossible or unreasonably difficult to obtain a receipt or consent, the Registrar can, when the document is submitted and it appears probable that the encumbrance no longer attaches or does not exist, upon request of the registered holder of title publish a notice to any possible holders of rights to appear within two months. If no such holders appear, the encumbrance shall be deleted.

Notwithstanding the provision of the first period of the second paragraph, an encumbrance which has ceased to attach due to the forced sale of a ship or other sale according to the Enforcement of Claims Act, shall be deleted when a bill of sale is registered which shows that the encumbrance has ceased to
attach. The same applies correspondingly when it can be established that an encumbrance has ceased to attach due to a forced sale of the ship abroad, provided that under Norwegian rules relating to conflict of laws the forced sale takes effect as binding on the holder of the rights.

Any encumbrance that is more than twenty years old can be deleted by request as mentioned in the second period of the second paragraph when it is probable that it has lapsed.

An encumbrance which has manifestly ceased to have effect shall be deleted by the Registrar on his or her own initiative.

In the event of an incorrect deletion, the provisions of Section 27 shall apply correspondingly.

Section 30 Time-barring of Protection by Registration

If according to the terms of a document, a registered encumbrance is valid otherwise than for a term certain and is not intended to attach permanently to the ship, the effect of its registration shall lapse after twenty years from the registration of the encumbrance, unless it has been registered anew prior to the expiry of this time limit. The effect of registration of a mortgage shall however in no event lapse until the expiry, in accordance with the terms of the document, of at least five years either from the date upon which the whole debt should have been paid or from the earliest date by which the debt could have been called in by the creditor.

In respect of an execution lien, the time limit referred to in the first sentence of the first paragraph shall be five years. In respect of interim injunctions and arrests the time limit is two years. The provision contained in the second period of the first paragraph does not apply to liens referred to in this paragraph.

Registration of an endorsement on a previously registered document shall not interrupt the period of limitation unless the endorsement contains an express renewal of the creation of the right. An increase of the principal sum contained in a mortgage deed shall be so regarded. From the date of renewed registration, a new limitation period shall run, of the same length as the original one.

When the effect of registration has ceased, the Registrar shall on his or her own initiative delete the encumbrance. In the event of an incorrect deletion Section 27 shall apply correspondingly.
IV Ships under Construction

Section 31 Registration

Ships under construction in Norway, and contracts for the construction of ships in Norway can upon application be entered in a separate chapter of the Register of Ships (The Register of Ships under Construction). Such request shall be made by the owner in the case of a ship under construction and by the purchaser in the case of a building contract. When a contract is entered in the Register, registration thereof shall also protect the rights of the purchaser in respect of the ship as from the commencement of its construction. A declaration by a builder of a decision to build a ship on his or her own account shall be regarded as equivalent to a contract.

Entry in the Register of Ships under Construction can not be effected unless the probability has been shown that the ship will have a greatest length of 10 meters or more.

The provisions of the fourth paragraph of Section 11, the second paragraph of Section 12, Section 13, the first to fourth paragraphs of Section 14, and Sections 15 to 27 shall apply correspondingly as appropriate.

Section 32 Deletion, etc.

A ship or a building contract which has been entered in the Register of Ships under Construction shall be deleted when the ship is delivered by the builder or, if the ship has been built on the builder’s own account, when the ship enters service. If a ship is lost during construction, it shall be deleted. The same applies to a building contract which ceases to be binding.

In cases as mentioned in the first paragraph, application for deletion shall be made in accordance with the provisions of Section 13, cf. the third paragraph of Section 31. When the ship in question has been delivered or enters service, however, this shall be inapplicable where such ship is eligible for entry in the Norwegian Register of Ships and is so entered. In such event the King may issue rules permitting deletion although no application has been made, if the Registrar has by other means learned of circumstances that justify deletion.

If an encumbrance is registered on a ship under construction or on a building contract, and the encumbrance is not transferred to the Norwegian Register of Ships, such encumbrance shall not be deleted from the Register of Ships under Construction without the written consent of the holder of the right, but a note shall be made on the ship’s or the contract’s sheet in the Register of the circumstances which should have led to deletion. In such event the encumbrance shall retain its priority, but no new right can be registered. If, when completed, the ship fulfills the requirements relating to entry in the Register of Ships but
its owner does not apply for such entry within the time limit referred to in the second paragraph of Section 13, the holder of the right concerned may himself or herself apply to have the ship entered in the Register of Ships.

Upon request the Registrar shall issue a certificate of deletion on which all registered encumbrances shall be listed in order of priority.

The rules of Sections 29 and 30 shall, as appropriate, apply correspondingly to encumbrances noted in the Register of Ships under Construction.

V Miscellaneous Provisions

Section 33 Constructions which are not regarded as Ships

The following constructions can upon the request of their owner be entered in the Register of Ships, notwithstanding that they do not fall within the scope of the second and third paragraphs of Section 11:

1) floating cranes, floating docks and dredgers, if owned by someone as mentioned in the first paragraph of Section 4;
2) such other floating constructions as the King shall decide, if owned by someone as mentioned in the first paragraph of Section 4;
3) hovercraft, if Norwegian, cf. Section 6.

Concerning the choice of a home port, the provisions of the first and second paragraphs of Section 8 shall apply correspondingly. Otherwise the provisions of the fourth and fifth paragraphs of Section 11, the second paragraph of Section 12, and Sections 13 to 30 shall apply correspondingly as appropriate.

The provisions of the first and third paragraphs of Section 31 and Section 32 shall apply correspondingly to a construction of the kind mentioned in the first paragraph and under construction or due for construction in this country.

Section 34 [Repealed]

Section 35 Acquisition of Registered Title by Consolidated Proceedings against possible Holders of Rights

If the owner of a Norwegian ship lacks a registered title and it is impossible or unreasonably difficult for him or her to obtain registered title in any other manner, he or she can acquire registered title by a judgment confirming his or her title to the ship, obtained in consolidated proceedings against possible holders of rights and by registration of such judgment.
The action shall be brought before the County or Town Court of the ship's home port. In the writ of summons the plaintiff must show good grounds for his or her claim to the ship, and that the other conditions for the action have been met. If the Court finds that the conditions have been met, it shall order that an extract of the writ be published in Norsk lysningsblad\(^1\), with an announcement calling on any person claiming to have a better right to the ship than the plaintiff to appear in Court within a period, which shall be set at not less than 3 months, and prove his right. The announcement shall draw attention to the provisions of the fourth and fifth paragraphs. The Court may also effect publication by posting notices or by advertisements in one or more other newspapers in Norway or abroad. The time limit shall run from publication in Norsk lysningsblad.

If the Court finds that the conditions for the action have not been met, it shall dismiss the case by a decision in the form of a ruling\(^2\). The ruling can be appealed.

If no defendant appears within the time limit, the Court shall give judgment without a hearing confirming that the plaintiff is the owner. Such judgment shall immediately become final and binding on each and every person and shall not be subject to the right of appeal.

Should any person appear before the time limit has expired and claim to have a better right to the ship than the plaintiff, the action shall continue in accordance with the general provisions of the Dispute Act. A final judgment in the action shall be binding on each and every person regardless of who may have appeared in the action.

The provisions of this Section shall apply correspondingly to such constructions as are referred to in Section 33.

Section 36 Acquisition of Registered Title by Advertisement
Whenever a Norwegian ship with a greatest length of less than 15 meters belongs to someone who has no registered title, the person exercising an owner’s rights of disposal and declaring in writing that he or she is the owner, can obtain registered title provided that he or she can show prima facie that he or she, together with those from whom he or she has acquired title, have been owners for at least ten years. If the Registrar finds that these conditions have been met, he or she shall publish an invitation to possible owners to appear within a time limit which shall be set to at least one month. If no person appears, the Registrar shall enter the ship in the Register of Ships with the owner as registered titleholder or, if the ship is already registered, note that the title of the owner is in order.

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\(^1\) The official gazette.

\(^2\) Original: "kjennelse".
Section 37 The State’s Liability in Damages

A person who through no fault of his or her own sustains a loss because of an error in registration shall be entitled to damages from the State when the cause of such loss is that:

a) he or she relied on a registration certificate, an encumbrances certificate or a deletion certificate;

b) a document was not entered in the journal, or was entered there too late;

c) a document as mentioned in the second period of the first paragraph of Section 26 was registered and the injured party in good faith registered a right in the journal acquired by him or her pursuant to an agreement entered into in reliance upon the validity of the registered document;

d) a right must in accordance with Section 27 yield priority to a subsequently registered right.

Section 38 Regulations. Calculation of Time Limits

The Ministry can issue more detailed regulations as to how the journal and registers of ships shall be arranged and kept, and also as to other procedures connected with registration. The Ministry can also issue any further regulations necessary to enforce and supplement the provisions of this Chapter, how documents must be formulated in order to be registered, and the approval and use of forms for certain types of document.

The provisions of the Act Relating to the Courts of Justice apply to the calculation of time limits. When a time limit is to be reckoned from the registration of a document, it shall run from the day upon which the document was entered in the journal.

VI Installations for the Exploitation of Offshore Resources

Section 39 Fixed installations

Fixed installations under construction in Norway for use in exploration for or exploitation, storage or transport of subsea natural resources or in support of such activities, and building contracts for such installations, can at the request of the owner be entered in the Register of Ships under Construction, provided they are to be wholly or partly located in Norwegian territory or the Norwegian part of the continental shelf, and that such an entry will not be contrary to the obligations of Norway under international law. Large sections of fixed installations and building contracts for such sections can also be entered in the Register provided they are to be or are being built in Norway under separate building contracts.

Fixed installations for use in exploration for or exploitation, storage or transport of submarine natural resources other than
petroleum deposits or in support of such activities can at the owner’s request be entered in the Register of Ships, provided they are wholly or partly located in Norwegian territory or the Norwegian part of the continental shelf, and that such an entry will not be contrary to the obligations of Norway under international law.

The provisions of the present Chapter and in Sections 41 to 44 shall apply correspondingly as appropriate. The mortgaging of such an installation may comprise appurtenances and equipment that can be mortgaged. The mortgaging can also comprise any permits that may have been granted for the exploitation of natural resources pursuant to Act of 21 June, 1963, No. 12 Relating to Scientific Research and Exploration for and Exploitation of Subsea Natural Resources other than Petroleum Resources, in so far as this is compatible with the rules which otherwise apply to such permits.

Sections or building contracts for sections can be separately mortgaged if the section in question is to be built or is being built according to a separate building contract and has been entered in the Register according to the first or second paragraph. The second period of the first paragraph of Section 43 does not apply to fixed installations. The mortgage ceases to attach when the section is delivered to the purchaser.

Chapter 3 Mortgages on Ships, etc.

I Registered Mortgages, etc.

Section 41 Registration as a Condition for Legal Protection
A voluntarily established mortgage on a ship can only obtain legal protection by registration of the right in accordance with the provisions of Chapter 2.

Regarded as ships are:
1) a ship which must or can be entered in the Register of Ships, cf. Section 1;
2) a construction which can be entered in the Register of Ships in accordance with Section 33;
3) a ship or construction which is being built, and a building contract, all provided it can be entered in the Register of Ships under Construction, cf. Section 31 and the third paragraph of Section 33.

The provisions of the first and second paragraphs apply correspondingly to execution liens. If the ship is not entered in the Register of Ships or in the Register of Ships under Construction, judicial registration of such a lien nevertheless takes the place of registration, and the lien shall be entered
on the owner’s sheet in the Register of Mortgaged Movable Property. If the ship is subsequently entered in the Register of Ships or Register of Ships under Construction, registered execution lien shall be transferred to that register.

Section 42 Principle of Specification

Mortgages on ships, etc., cf. the second paragraph of Section 41, cannot obtain legal protection unless the registered document evidencing the right specifies the subject matter of the mortgage and also records the amount of the mortgaged debt or the maximum sum thereby secured. The amount shall be stated either in Norwegian or foreign currency.

Section 43 Mortgages on Ships under Construction, etc.

In the absence of agreement to the contrary, a mortgage on a ship under construction or to be constructed in Norway shall also attach to the ship’s main engines and larger sections of the hull, provided that the engines or sections in question are being built or have been brought within the precincts of the yard of the main builders. If such parts are being built in another builder’s yard in Norway, it can be agreed that the mortgage shall also attach to such parts.

In the absence of agreement to the contrary, the mortgage shall also attach to materials and equipment which are within the precincts of the yard of the main builders, or, as the case may be, within the yard of the builder constructing the main engines or any larger section of the hull, provided always that the materials and the equipment are distinctly identified by marking or other means as intended to be incorporated in the ship or in the main engines or in the section. The mortgage shall cease to attach to any materials or equipment which are sold and removed from the yard, unless the purchaser knew or ought to have known that the sale was unauthorized by reason of the terms of the mortgage.

The provisions of this Section apply correspondingly to constructions within the scope of Section 33.

Section 44 Maturity

A debt secured by a contractual mortgage on a ship entered in the Register of Ships shall fall due, in addition to on the date stipulated in the contract, when:

1) the ship is lost or scrapped;
2) the security of the mortgagor is materially impaired in consequence of damage to the ship;
3) the ship loses its nationality;
4) the ship is sold in a forced sale or other sale according to the Act Relating to Enforcement of Claims;
5) bankruptcy or public debt settlement proceedings are instituted against the owner of the ship or against the debtor;
6) there is a substantial breach of the obligation to pay interest and installments and to keep the ship in good order and insured according to the contract.

The provisions of the first paragraph apply correspondingly as appropriate to constructions within the scope of Section 33, to such constructions and ships in the course of construction, and to building contracts.

Section 45 Appurtenances, etc.

Mortgages and other encumbrances upon any ship which has been or can be entered in the Register of Ships, cf. Section 11, shall also attach to each separate part of the ship, and to anything belonging to the ship which is on board or has been temporarily removed. No separate right can be established to such parts or appurtenances. Provisions, fuel and other consumable stores shall be deemed not to be such appurtenances.

The provisions of the first paragraph do not apply to any appurtenance belonging to a third party, and which has been hired by the shipowner on a contract which the shipowner can terminate at no more than six months' notice.

As regards any ship with a greatest length not exceeding 10 meters, the provisions of the first paragraph shall not preclude the establishment by agreement of a seller's lien on any engines, radio equipment or electronic equipment (for navigation or similar use) for the ship.

The provisions of the first and second paragraphs apply correspondingly to hovercraft.

The provisions of the present Section do not apply to ships of the kind mentioned in the first paragraph of Section 4.

II Maritime Liens, etc., on Ships.

Section 51 Claims secured by Maritime Liens

Claims against a reder shall be secured by maritime liens against the ship, in so far as they relate to:

1) wages and other sums due to the master and other persons employed on board in respect of their employment on the vessel;
2) port, canal and other waterway dues and pilotage dues;
3) damages in respect of loss of life or personal injury occurring in direct connection with the operation of the ship;
4) damages in respect of loss of or damage to property, occurring in direct connection with the operation of the ship, provided the claim is not capable of being based on contract;
5) salvage reward, compensation for wreck removal, and general average contribution.

A maritime lien shall arise also if the claim is against the owner, charterer, manager or any person to whom the shipowner has delegated his or her functions.

A claim as set out in subparagraphs 3 and 4 of the first paragraph does not establish a maritime lien if the damage results from the hazardous properties of nuclear fuel or of radioactive products or waste.

Claims as set out in subparagraphs 3 and 4 of the first paragraph do not establish maritime liens if the damage results from pollution occurring while a ship of the type mentioned in the first paragraph of Section 4 is being used for exploration for or exploitation of offshore resources.

Section 52 Priority
Maritime liens shall take priority over all other encumbrances on a ship.

Maritime liens are secured in the order in which they are listed in Section 51, and those with the same number rank equally as between themselves. Maritime liens arising under number 5 shall however take priority over all other maritime liens which have attached to the ship earlier in time, and as between maritime liens arising under number 5, priority shall be accorded to those arising most recently.

Section 53 Change of Ownership, etc.
If a ship changes ownership otherwise than by a forced sale, any maritime lien shall continue to attach to the ship. The same applies if the ship’s registration is changed.

If a transfer of ownership, as mentioned in the first paragraph, to a foreign transferee entails that a maritime lien which secured a claim for which the transferor had no personal liability ceases to attach to the ship or has lower priority, the transferor shall be liable for payment of such part of the claim as the lienor did not receive as a result of the change of ownership.
Section 54 Right of Retention
A person building or repairing a ship may exercise a right to retain the ship to secure a claim in respect of the building or repair, so long as he or she remains in possession of the ship.

The right of retention has lower priority than maritime liens on the ship, but ranks before other claims and other encumbrances on the ship.

Section 55 Time Bar
A maritime lien becomes time-barred one year from the day when the claim in question arose, unless prior to the expiry of the time limit the ship has been arrested and the arrest has led to a forced sale. The ship shall be deemed to have been arrested when the warrant of arrest is served on board or the arrest is otherwise made effective on board.

The one-year period shall not run whilst the holder of the lien is by law prevented from arresting the ship. Otherwise the one-year period shall not be subject to extension or interruption.

III Maritime Liens on Cargo.

Section 61 Claims secured by Maritime Lien
A maritime lien shall attach to cargo for the security of:

1) a claim in respect of salvage reward and general average contribution;
2) a claim arising in consequence of the fact that the carrier or the master in accordance with his statutory authority has entered into a contract, taken action or incurred expenditure on the account of the cargo-owner, and a cargo-owner’s claim for compensation for goods sold for the benefit of other cargo-owners;
3) a claim by the carrier arising out of the chartering agreement, in so far as the claim can properly be brought against the person claiming delivery.

Section 62 Priority
A maritime lien shall rank prior to all other encumbrances on the cargo except statutory liens in respect of public dues.

Maritime liens shall be satisfied in the order in which they are listed in Section 61. Liens under the same number shall rank equally as between themselves. Among liens under numbers (1) and (2) however, priority shall be accorded to those arising most recently provided that they have not arisen out of the same event.
Section 63  Delivery of Cargo, etc.
A maritime lien on cargo shall be extinguished when the goods are delivered, when they are sold by forced sale, or when they are sold for the cargo-owner’s account or according to the third paragraph of Section 137.

A person who, without the consent of the creditor or authority under Section 465, delivers goods to which he or she knows or ought to know that a maritime lien attaches, shall become personally liable for the claim, although not for any amount which he or she can prove could not have been satisfied by the lien. If the receiver was not personally liable for the claim, the receiver shall be liable to the same extent provided he or she had knowledge of the claim when the goods were delivered.

Section 64  Time Bar
A maritime lien on cargo is time-barred if proceedings for its enforcement are not commenced within one year of the date on which the claim arose.

IV  General Provisions

Section 71  Assignment, etc.
In the event of assignment or other transfer of a claim secured by mortgage or lien, such mortgage or lien shall pass simultaneously to the new creditor.

Section 72  Claims for Damages. Insurance
A maritime lien does not comprise claims for damages in respect of loss of or damage to ship or cargo. The same shall apply to claims for compensation under an insurance contract. The holder of the maritime lien shall not be deemed to be insured under the contract of insurance.

Section 73  Legal Proceedings
Legal proceedings for enforcement of a maritime lien can be brought against the master or against the owner of the liened object, as the holder of the lien decides. However, proceedings for the enforcement of a maritime lien on cargo can not be instituted against the master by the shipowner or carrier.

Section 74  Recognition of Mortgages on foreign Ships, etc.
A mortgage or lien on a foreign ship shall be recognized as valid in this country, provided
1) that the mortgage or lien was established and registered according to the legislation of the State where the ship is registered,
2) that the register and the documents which according to the legislation of the State of registration must be deposited with the registrar, are publicly accessible, and that extracts from the register and transcripts of the documents can be obtained from the registrar, and
3) that the register or a document as mentioned in subparagraph 2 shows
   a) the name and address of the original mortgagee or lienor, or that the document was issued to its present holder,
   b) the amount secured by the mortgage or lien, and
   c) the date and other circumstances which according to the legislation of the country of registration determines priority.

If a ship is acquired and becomes Norwegian property and is entered in the Norwegian Register of Ships, any mortgages or liens listed in the foreign certificate of deletion shall be transferred to the ship’s sheet in the Register of Ships, complete with the priorities of the encumbrances as between themselves according to the original registration. If an encumbrance does not meet the requirements for being noted in the Register of Ships, the Registrar shall give the parties a time limit of at least sixty days in which to rectify the matter. The effects of registration remain valid until the expiry of that time limit.

The right of ownership of and mortgages or liens on ships being built or due to be built abroad shall be recognized as valid in this country if the right in question was registered according to the legislation of the country of building. The provisions of the second paragraph apply correspondingly to a ship built abroad on a Norwegian account and subsequently entered in the Norwegian Register of Ships.

Section 75 Choice of Law

The provisions of Sections 45, 51 to 55, and 71 to 73 shall apply in all cases where a mortgage or lien or a right of retention is relied upon in a Norwegian Court.

The following shall be determined according to the laws of the State where the ship is registered:

1) questions concerning the priority of a registered encumbrance in relation to other registered encumbrances and the effect it may otherwise have in relation to third parties, save as to its priority in relation to maritime liens and rights of retention;
2) questions concerning any statutory encumbrances upon the ship ranking in priority after registered encumbrances.
The provisions of the second paragraph apply correspondingly to ships under construction. Priority as between a right of retention and other encumbrances upon a ship under construction arising before its launching shall be determined according to the laws of the State where the ship is being built.

The provisions of the present Section shall apply correspondingly as appropriate to constructions within the scope of Section 33.

Section 76 Forced Sale Abroad
All maritime liens, registered mortgages and other encumbrances on a ship shall cease to attach when the ship is sold by forced sale abroad, provided that at the time of the sale the ship was in the territory of the State in question and that the sale was performed in accordance with the laws of that State and the provisions of the 1967 International Convention on Maritime Liens and Mortgages.

Chapter 4 Arrest of Ships

Section 91 Scope of the Provisions Relating to Arrest of Ships
The present provisions apply to arrest of ships according to Chapter 14 of the Act Relating to Enforcement of Claims. The provisions apply correspondingly to interlocutory measures according to Chapter 15 of the Enforcement of Claims Act when the measure consists of detention of a ship.

Sections 92, 93, 94 and 96 do not apply to
a) arrest of ships the registration of which is not mandatory according to the second paragraph of Section 11,
b) arrest which does not entail the retention of the ship according to the provisions of the second paragraph of Section 95,
c) arrest demanded after a basis for enforcing the claim as mentioned in the first paragraph of Section 4-1 of the Enforcement of Claims Act has been established
d) arrest for the purpose of provisionally securing claims for taxes and duties and other claims under public law, or for securing or implementation other public decisions.

To such cases, the provisions of Chapters 14 and 15 of the Enforcement of Claims Act apply in full.

The provisions of the present Chapter do not apply to arrest that is limited to cargo, freight, fuel or parts of ships.
Section 92  Maritime Claims

A ship can only be arrested to secure a maritime claim.

A maritime claim means a claim based on one or more of the following circumstances:

a) damage caused by a ship in a collision or otherwise,
b) loss of life or personal injury caused by a ship or occurring in connection with the operation of a ship,
c) salvage and the removal of wrecks,
d) a charterparty or other agreement for the use or hire of a ship,
e) a charterparty or other agreement for the carriage of goods by ship,
f) loss of or damage to goods, including luggage, carried by ship,
g) general average,
h) bottomry,
i) towage,
j) pilotage,
k) goods or materials delivered anywhere to a ship for use in its operation and maintenance,
l) the building, repair or fitting out of a ship and costs and fees payable for docking,
m) wages and other remuneration due to the master and other employees on board in respect of their service on the ship,

n) a master’s disbursements, including disbursements by shippers, charterers or agents on behalf of the ship or its owner,
o) a dispute as to the ownership of a ship,
p) a dispute between co-owners of a ship concerning its ownership, possession or use or the revenues from it,
q) any mortgage on or security in a ship, except for a maritime lien.

Section 93  Further Detail on which Ships can be arrested

Arrests can only be effected against

a) the ship to which the maritime claim relates, or
b) if the owner of the ship to which the maritime claim relates is personally liable for the claim: other ships owned by that person at the time when the claim arose,
c) if someone other than the owner of the ship to which the maritime claim relates is personally liable for the claim: other ships owned by the person personally liable for the claim.

Ships are regarded as having the same owner when all parts or shares are owned by the same person or persons.

For claims as mentioned in letters o and p of Section 92, arrest can nevertheless only be effected against the ship to which the claim relates.
Arrest can only be effected if the ship can serve as an object for the enforcement of a claim according to the general provisions of the Enforcement of Claims Act.

Section 94 The Position if the Ship has already been arrested

If a ship has already been arrested in this country or abroad, subsequent applications for arrest based on the same claim shall be refused. If the Court only learns of the earlier arrest after an application has been granted, it shall at the defendant’s request lift the arrest.

The first paragraph applies correspondingly if an earlier application for arrest was denied or if an arrest was lifted because the defendant provided security for the claim.

The first and second paragraphs do not apply if the plaintiff shows that the security provided in the earlier arrest case has lapsed with final effect or there are other good reasons for granting the later application for arrest.

Section 95 Further Detail on the Implementation of Arrests

A decision to arrest a ship can only be taken if the ship is in or is expected to arrive in the jurisdiction, or in the district of the enforcement officer if he or she is to select the object of the arrest. An arrest can only be effected if the ship is in this country. The arrest can be effected although the ship is in another jurisdiction than the one where the arrest was granted. The first and second periods notwithstanding, an arrest can be granted and effected if the ship is engaged in activities on the Norwegian continental shelf.

A ship arrested according to the second paragraph of Section 14-2 of the Enforcement of Claims Act must not leave its berth until a forced sale has been completed or the ship commences operation under the orders of the Court. If an arrested ship is not in this country when its arrest is granted, the defendant shall as part of the decision be ordered to bring it to a designated place. After its arrival, the prohibition mentioned in the first period shall apply. The second and third periods of the second paragraph of Section 11-10 of the Enforcement of Claims Act apply correspondingly. At the request of the plaintiff, and on specific conditions, the Court can nevertheless permit the ship to commence its operations in or outside this country. An order according to the present Section shall also be served on the master. The second period shall not prevent a ship engaged in activities on the Norwegian continental shelf from being permitted to continue its activities on the shelf.

In respect of ships entered in a register of ships which are arrested according to the first paragraph of Section 14-2 of the Enforcement of Claims Act or detained according to Chapter 15 of
that Act, orders can be given as mentioned in the second paragraph and other measures can be adopted as provided therein, if the Court finds this necessary in order to secure the arrest.

Section 96 Conditions for the Provision of Security
If the Court accepts security offered by the defendant, it shall decide that the security shall apply to any judgment concerning the claim given by a competent Court in this country or abroad, irrespective of whether or not Norway has entered into any treaty with the State concerned relating to the recognition and enforcement of judgments. The Court shall at the same time, unless it has already done so, set a time limit within which the plaintiff must institute proceedings in respect of the claim. When proceedings are instituted, the time limit shall be interrupted, regardless of whether the decision of the Court will be binding in this country.

Section 97 Relation to the Enforcement of Claims Act
In other respects, the provisions of the Enforcement of Claims Act apply, including its provisions on

- the relation to international law and foreign State-owned ships and other foreign ships,
- the liability of the plaintiff for costs and damages and the right of the Court to order the plaintiff to provide security for possible liability for damages,
- the conditions for arrest,
- the procedural rules concerning the application for arrest,
- the legal effects of arrest.
Part II  Ship Management

Chapter 5  Shipping Partnerships

Section 101  Definition. Dispensability
A shipping partnership shall mean a firm having for its purpose the business of a reder, where the partners have unlimited liability in respect of the firm’s obligations, either jointly and severally, or in proportion to their holdings in the firm. Joint ownership of a ship which by agreement of the joint owners is to be employed for their common account in the business of a reder is also considered a shipping partnership.

The provisions of Sections 106 to 108, 110 to 114, the first paragraph of Section 115, and Sections 116 to 118 can be dispensed with by agreement between the shipping partners. The other provisions of the present Chapter can not be dispensed with except as expressly provided.

Section 102  Liability of Shipping Partners
Unless otherwise agreed, shipping partners shall be jointly and severally liable. An agreement on any other form of liability must be notified to Foretaksregisteret\(^1\) in order to be binding on third parties who neither knew nor ought to have known of the agreement.

If the partners are not jointly and severally liable, the name or style of the partnership shall include a description of the agreed type of liability (“with proportional liability”, “with divided liability” or any similar expression approved by the Ministry).

Section 103  Managing Reeder
Every shipping partnership shall have a managing reeder.

A person who is a Norwegian national resident in Norway or a general partnership where all the partners are Norwegian nationals resident in Norway, or a limited company which satisfies the requirements in subparagraph 4 of Section 1 can be appointed managing reeder. The Ministry may in special cases

\(^1\) A register of business enterprises.
grant exemption from the requirement that all the partners in the general partnership must be resident in Norway.

Section 104 Authority of the Managing Reder
In relation to third parties the managing reder shall by virtue of his appointment have the authority to appoint, dismiss and give instructions to the master, to effect insurance cover as customary for a reder, to issue receipts for monies received on the account of the shipping partnership, and to take any other action which the day-to-day management of a shipowning business entails. The managing reder shall not without special authority buy, sell or mortgage a ship or conclude a chartering agreement or a lease of a ship of more than one year’s duration.

Section 105 Representation in Court
The managing reder can institute proceedings on behalf of the partners with binding effect on all of them. Proceedings against the shipping partnership can, with binding effect upon all the partners, be brought against the managing reder or, if none has been appointed, against any one of the partners.

Section 106 Advice to Partners, etc.
The managing reder shall in an appropriate way keep the partners informed of the business of the partnership. Wherever practical he shall consult them on all matters of importance.

Section 107 General Meeting
When shipping partners are to make any decision, they shall be summoned in an appropriate way to a meeting with normally at least one week’s notice. As far as possible, the agenda for the meeting shall be contained in the notice. The notice can be sent to a partner’s last known address by registered mail or telegram.

Unless the partners unanimously decide to the contrary, minutes of the meeting shall be taken. The minutes shall be kept in safe custody by the managing reder. Any partner is entitled to see and make transcripts of the minutes.

If a partner is prevented from attending a meeting, he or she can be represented by proxy or state his or her views in writing. The managing reder shall see that the decisions taken at the meeting are communicated by suitable means to those partners who did not attend the meeting in person or by proxy.

If the matter is so urgent that time is not sufficient to convene a meeting with proper notice, a decision can be taken in some other way. The same applies when all the partners are
agreed. The provisions of the second paragraph apply correspondingly. The partners shall be informed in a suitable way of decisions taken.

Section 108 Voting Rules

Decisions are adopted when voted for by a partner or partners owning more than a half interest in the partnership. A half interest shall be sufficient when the vote is supported by the managing reder, even if he or she has no holding in the partnership.

When a managing reder is to be elected and no nominee has been supported by partners owning more than a half interest in the partnership, a second vote shall be taken. In this second vote the nominee obtaining the largest number of votes shall be elected. If two or more nominees in this vote obtain equal numbers of votes, the choice between them shall be decided by lot.

Decisions inconsistent with the shipping partnership agreement or the object of the shipping partnership shall not be valid unless all partners agree.

Section 109 Notice to and Dismissal of the Managing Reder

By decision of partners owning more than a half interest in the partnership, a managing reder appointed for an indefinite term can at any time be dismissed with three months’ notice. A managing reder appointed for a definite time of more than 4 years can upon a decision as mentioned be dismissed after 4 years’ service, with 3 months’ notice.

The managing reder can at any time be dismissed by a decision of partners owning more than a half interest in the partnership. If the managing reder owns a half interest or more in the partnership, the Court can on application by a partner, and if it finds good reasons for so doing, dismiss the managing reder by interlocutory order and appoint another. The entitlement or otherwise of the dismissed person to damages for the remaining period of service shall be decided under ordinary contractual rules.

If the shipping partnership agreement contains clauses concerning who is to be the managing reder, any notice to or dismissal of him or her according to the first paragraph or the first period of the second paragraph shall be made by decision of partners owning more than a two-thirds interest in the partnership, unless the partnership agreement provides for a lesser majority. If the managing reder owns an interest of one third or more, the second period of the second paragraph shall apply correspondingly.
Section 110 Obligation to keep Accounts
The managing reder shall keep separate accounts relating to his management of the assets of the shipping partnership. The managing reder must present the partners with accounts for each calendar year no later than two months after the end of the year.

When presenting the accounts, the managing reder shall send a copy to each partner. For the purpose of checking their correctness, each partner shall have access to the books of account and vouchers.

Section 111 Obligation to Contribute
To cover the expenses necessary for the shipowning business, each partner shall be obliged to contribute in proportion to his interest in the partnership. If any partner fails to pay his contribution on demand and the managing reder or any of the partners advances the amount, the partner in default shall repay such advance together with interest according to Section 3 of Act of December 17, 1976, No. 100 Relating to Interest on Overdue Payments. Any person who makes such an advance shall have a lien on any profit accruing to the account of the defaulter and may require the managing reder to pay such profit to him as may be necessary to cover his claim.

Section 112 Profit and Loss
Profit and loss in the shipping partnership shall be divided between the partners in proportion to their shares of the partnership.

Any surplus not needed for the expenses of the partnership shall be distributed to the partners.

Section 113 Transfer of Shares
A partner can transfer his or her share in the shipping partnership, but can not transfer or mortgage any asset belonging to the partnership without the consent of all his or her co-owners.

If a share or a part of a share in the shipping partnership is transferred, the transferor shall be obliged to inform the managing reder and all co-owners in writing. In any other case where ownership of a share or part of a share passes to a new owner, the same duty falls upon the transferee.
Section 114 Right of Redemption

When a share or a part of a share in the shipping partnership is transferred, the co-owners shall have a right of redemption, except in the case of a transfer to the partner’s spouse or direct heir. The same shall apply if a share or part of a share is transferred by will or by covenant of succession to any one other than the testator’s spouse or heirs apparent under the law.

The amount payable on redemption shall be fixed as the value of the share or part of a share, but in no event less than the purchase price paid or payable by the new owner.

A partner wishing to exercise a right of redemption must give the transferee written notice within two weeks of receiving written notice of acquisition by the new owner. Within the same time he must offer the new owner the amount payable on redemption or, if the amount has not yet been fixed, give reasonable security for the probable value of the share or part of a share.

If several co-owners wish to exercise their rights of redemption, their mutual rights shall be determined in proportion to their shares in the shipping partnership.

Section 115 Liability of the Transferor and Transferee for Partnership Obligations

A partner who transfers his share shall not thereby be released from liability towards his co-owners in respect of partnership liabilities existing at the time of the transfer. The transferee immediately assumes all the rights and liabilities of a partner in relation to the other partners. He or she shall be bound as was the transferor by all decisions made and steps taken by the shipping partnership prior to the transfer, and the co-owners may set off against the transferee any claims which they may have against the transferor arising out of the partnership.

As regards the liabilities of the shipping partnership at the time of transfer, the creditors of the partnership can hold either the transferor or the transferee liable. If a creditor has held the transferee liable, the transferor shall be free from his liability towards that creditor. For liabilities arising later the transferee only shall be liable. If notice of the transfer has not been given to Foretaksregisteret¹, the transferor shall also be liable towards a third party who neither knew nor ought to have known of the transfer when he or she acquired a claim against the shipping partnership.

¹ A register of business enterprises.
Section 116 Buying out and Dissolution

A partner shall be entitled to claim dissolution of the shipping partnership upon giving 6 months’ written notice to his co-owners, unless he is bought out by one or more of the co-owners. If several co-owners wish to buy him or her out, their mutual rights shall be determined in proportion to their shares in the shipping partnership.

In the following cases, the Court can upon application by a shipping partner grant him or her the right to buy out one or more co-owners, or decide that the shipping partnership shall be dissolved:

1) when one of the ships belonging to the partnership through no fault of the partner and without his or her consent ceases to be Norwegian and no arrangement is reached within 4 months whereby such nationality can be maintained;
2) when bankruptcy or public debt settlement proceedings are commenced in the estate of one of the co-owners, or a co-owner is otherwise unable to meet his obligations;
3) when the rights of the partner have been infringed by a substantial breach of the partnership agreement;
4) when equity clearly indicates that the part owner should be bought out or the partnership dissolved.

A partner shall in any event be entitled to buy out the co-owner who has caused a situation as mentioned in subparagraphs 1 to 4 of the second paragraph to arise. If several partners exercise their entitlement to buy out, their mutual rights shall be determined in proportion to their shares in the shipping partnership.

The judgment shall determine the cost of buying out and the time limit within which such buying out or dissolution must be effected.

Section 117 Consolidated Proceedings, Venue.

All shipping partners must be made parties to any proceedings under Section 116. The proceedings shall be instituted in the jurisdiction where the shipping partnership has its home venue.

Section 118 Sale of Ships upon Dissolution

On the dissolution of a shipping partnership, its ships shall be sold. Failing agreement on the place of sale, the County or Town Court at the shipping partnership’s home venue shall decide the question. Such decision shall be made in the form of a ruling¹, against which an appeal can be made.

¹ Original: “kjennelse”.
For a sale in Norway, the rules governing forced sales of ships apply correspondingly as appropriate. A sale can be demanded without a judgment or equivalent grounds for enforcing the dissolution of the shipping partnership, provided no objection has been received or the objection is obviously untenable. The decision shall be made by the Court of Enforcement in the form of a ruling¹, against which an appeal can be made.

Section 119 Execution liens, etc.
Unless a shipping partner has obtained the consent of his co-owners to mortgage the ship, cf. Section 113, his or her personal creditors may not levy execution against the assets of the shipping partnership. A personal creditor may however lien whatever the debtor is entitled to claim from the shipping partnership as a share of the profits, and the share he or she can demand to be paid in the event of dissolution or buying out according to Section 116. If a personal creditor has obtained a final execution lien against his debtor’s share in the event of dissolution or redemption, the personal creditor can upon not less than 6 months’ notice require the other shipping partners, or one or more of them, to buy out sufficient of such share to cover his or her claim. The second period of the first paragraph of Section 116 shall apply correspondingly. If the requirement of the personal creditor is not complied with within the time limit, he or she can demand the dissolution of the shipping partnership.

If a shipping partner becomes bankrupt or opens public debt settlement proceedings, his or her estate shall have no better right than a creditor that demands execution lien according to the first paragraph.

Chapter 6 The Master

Section 131 Seaworthiness of the Ship
The master shall before a voyage begins ensure that the ship is seaworthy, including that it is sufficiently equipped, manned and supplied with provisions and in a proper condition for the reception, carriage and preservation of the cargo. The master shall see that the cargo is properly stowed, that the ship is not overloaded, that its stability is satisfactory and that the hatches are properly closed and battened down.

During the voyage the master shall do everything in his or her power to keep the ship in a seaworthy condition.

¹ Original: “kjennelse”.
Section 132 Navigation, etc.
The master shall ensure that the navigation and management of the ship accords with good seamanship.

The master shall, as far as possible in advance, acquaint him- or herself with the orders and regulations in force for shipping in the waters where the ship is to trade and at the places where it is to call.

Section 133 Ship’s Books
The master is responsible for the keeping of the prescribed ship’s books. Entries shall be made under the master’s supervision.

Section 134 Loading, Discharge, etc.
The master shall ensure that loading and discharge are carried out and the voyage performed with due dispatch.

Section 135 Distress
If the ship is in distress, the master is duty bound to do everything in his or her power to save those on board and to protect the ship and cargo. The master shall if necessary see that the ship’s books and papers are brought to safety, and as far as possible arrange for salvage of the ship and cargo.

Unless his or her own life is in considerable danger, the master must not leave the ship as long as there is a reasonable prospect of its being saved.

As far as possible without serious risk to the ship or to those on board, the master is duty bound to give all possible and necessary assistance to any person in distress at sea or threatened by danger at sea.

Section 136 The Absence of the Master, etc.
If the master is absent or is unable to perform his or her duties, the senior mate present shall make such decisions as cannot be postponed.

If the master leaves the ship he or she must inform the senior mate present or, if no mate is present, some other crew member, and give him the necessary orders for dealing with eventualities.

When the ship is not moored in port or at anchor in a safe anchorage, the master must not absent himself from the ship
unnecessarily. The same shall apply under dangerous circumstances.

If the master dies, or is prevented owing to illness or for any other compelling reason from remaining in command of the ship, or if he or she leaves the service, the senior mate shall take command until a new master has been appointed. In such event the reder shall be notified without delay. If the mate is not qualified to command the ship, the Maritime Directorate or the Foreign Office representative concerned shall also be notified as soon as possible.

The provisions of this Section shall not affect the provisions of the Certification Act.

Section 137 The Authority of the Master

The master, in his capacity as such, has authority to enter into contracts on behalf of the reder relating to the conservation of the ship or the performance of the voyage and to make agreements for the carriage of goods on the voyage, or of passengers if the ship is intended for that purpose. He or she can also act as plaintiff in lawsuits relating to the ship.

The master of a fishing or catching vessel cannot without special authority enter into agreements regarding the supply to the ship of equipment exclusively connected with fishing or catching, such as nets, lines, bait, ice, salt and barrels. Nor can the master, if the ship’s gross tonnage does not exceed 300 tonnage units/register tons, without special authority purchase fuel for the ship’s engines for the account of the reder if the ship is in Norwegian territory.

If money is required for any purpose mentioned in the first paragraph and the instructions of the reder cannot be awaited, the master shall seek to raise the money in the most convenient way. He or she can then, according to the circumstances, raise loans or pledge or sell goods belonging to the reder and even, in case of necessity, pledge or sell cargo. Even if the transaction was unnecessary, the contract shall nevertheless be binding if the third party acted in good faith.

Section 138 Care of the Cargo, etc.

On behalf of the reder the master shall take care of the cargo and generally protect the interests of the cargo-owner. For this purpose he or she may without special authority enter into agreements and act as plaintiff in accordance with the provisions of Section 266, cf. Section 339.
Section 139 Obligations undertaken on behalf of the Reder or Cargo-owner

The master shall not personally be liable for obligations which he or she enters into in the capacity of master on behalf of the reder or cargo-owner.

Section 140 Liability for Damages

The master shall be liable to compensate any loss caused through fault or neglect in his or her service pursuant to the general law of torts, cf. Section 2-3 of Act Relating to Compensation in Certain Circumstances.

Section 141 Duty to Render Accounts

The master must render accounts whenever the reder so requests.

In the accounts the master shall credit the reder with any special remuneration received from any one with whom he or she has had dealings in the capacity of master.

Section 142 Repatriation of Seamen, etc.

It is the duty of the master to convey seamen, whose repatriation it is the Consul’s responsibility to arrange, to their destination or to a port at which the ship calls on its voyage, but only in such numbers and on such conditions as the King shall determine. When not inconvenient, the master is bound without payment to carry the funeral urns of, and any personal belongings left by, seamen who when they died were Norwegian nationals or were resident in Norway.

Provided there are reciprocal arrangements, the King may extend these provision to apply also to foreign seamen (their urns and belongings) not covered by the first paragraph.
Part III Liability

Chapter 7 General Provisions on Liability

Section 151 Vicarious Liability of the Reder

The reder shall be liable to compensate damage caused in the service by the fault or neglect of the master, crew, pilot, tug or others performing work in the service of the ship.

A reder who is liable according to the first paragraph may claim compensation for the amount paid from the person who caused the damage. The statutory provisions concerning the right to abate the liability of the tortfeasor in relation to the victim shall however apply correspondingly to the claim of the reder.

Section 152 Nuclear damage

The provisions of the present Code imply no changes in what is or will be provided in special legislation concerning liability for nuclear damage.

Chapter 8 Collisions

Section 161 Collisions resulting from Faults on one or both Sides

When damage is caused to ships, goods, or persons as a result of a collision between ships and the fault is all on one side, that side shall cover the damage.

If there is fault on both sides, they shall both cover the damage in proportion to the faults committed on each side. If the circumstances give no grounds for an apportionment in any definite proportion, the damage shall be apportioned equally.

Each of the sides at fault is only liable for such proportion of the damages which falls upon it. In the event of personal injury, however, they shall be jointly and severally liable.

If any party has paid more than is finally due from it, it shall have a right of recourse against the other party at fault for the excess. Against such a claim for recourse, the latter can invoke the same right to exemption from or limitation of liability as it would have been entitled to in relation to the
injured party by virtue of the law applicable to the relation
between it and the injured party, or by virtue of any valid
contractual exemption clause. Such a reservation can
nevertheless not be invoked in so far as it exempts from or
limits the liability beyond what would follow from Chapters 13,
14 and 15 or corresponding provisions under a foreign law which
in such event applies in relation to the injured party.

When determining the question of fault, the Court shall
especially consider whether or not there was time for
deliberation.

Section 162 Accidental Collision
If a collision was accidental or it cannot be established that
it was caused by fault on either of the sides, each ship shall
bear its own loss.

Section 163 Collision without Contact
The provisions of the present Code relating to collisions
between ships shall also apply when a ship by its maneuvers or
in similar ways causes damage to another ship or to persons or
goods on board although no collision takes place between the
ships.

Section 164 Obligation to render Assistance, etc.
If ships collide, it is the duty of each master to render to the
other ship and its crew and passengers all assistance that is
possible and necessary in order to rescue them from danger
arising from the collision, as far as this can be done without
serious danger to the ship and those on board. Each master is
also obliged to give the other master the name and home port of
the ship and its place of departure and destination. A master
whose ship collides with a boat is under the same obligations.

Chapter 9 Limitation of Liability

Section 171 Persons entitled to Limitation of Liability
The reder, shipowner, charterer or manager can limit his or her
liability according to the provisions of this Chapter. The same
applies to anyone performing services directly connected with
salvage, including measures as mentioned in subparagraphs 4, 5
and 6 in the first paragraph of Section 172.

If liability is asserted against anyone for whom the reder or
other person mentioned in the first paragraph is responsible,
that person shall also have this right to limit his or her liability.

An insurer of liability for claims which are subject to limitation has the same right to limitation as the insured party.

Section 172 Claims subject to Limitation

The right to limitation of liability applies, regardless of the basis of the liability, to claims in respect of:

1) loss of life or injury to persons (personal injury) or loss of or damage to property (property damage), if the injury or damage arose on board or in direct connection with the operation of the ship or with salvage;
2) damage resulting from delay in the carriage by sea of goods, passengers, or their luggage;
3) other damage if it was caused by infringement of a non-contractual right and arose in direct connection with the operation of the ship or with salvage;
4) the raising, removal, destruction or rendering harmless of a ship which is sunk, stranded, abandoned or wrecked, and of everything that is or has been on board the ship;
5) the removal, destruction or rendering harmless of the ship’s cargo;
6) measures taken to avert or minimize losses for which liability would be limited, and losses caused by such measures.

If the person liable has a valid counterclaim, and the claim and counterclaim have arisen out of the same event, limitation can only be demanded for that part of the claim which exceeds the counterclaim.

Section 173 Claims excepted from Limitation

The right to limitation of liability does not apply to

1) claims for salvage reward, including special compensation according to Section 449, contributions to general average, or remuneration pursuant to a contract relating to measures as mentioned in subparagraphs 4, 5 or 6 in the first paragraph of Section 172;
2) claims for oil pollution damage of the kind mentioned in Sections 191;
3) claims subject to any international convention or national legislation governing or prohibiting limitation of liability for nuclear damage;
4) claims in respect of nuclear damage caused by a nuclear ship;
5) claims in respect of injury to an employee covered by the second paragraph of Section 171 and whose duties are connected with the operation of the ship or with salvage;
6) claims for interest and legal costs.
Section 174 Conduct barring Limitation

A liable person can not limit his or her liability if it is proved that he or she caused the loss deliberately or through gross negligence and with knowledge that such loss would probably result.

Section 175 Limits of Liability

1) For claims in respect of personal injury caused to the ship’s own passengers, the limit of liability shall be 46,666 SDR multiplied by the number of passengers which the ship is entitled to carry according to her certificate, but in no case higher than 25 million SDR.

2) For other claims in respect of personal injury, the limit of liability shall be 333,000 SDR. For ships the tonnage of which exceeds 500 tons, the limit shall be increased: for every ton from 501 to 3,000, by 500 SDR, for every ton from 3,001 to 30,000, by 333 SDR, for every ton from 30,001 to 70,000, by 250 SDR, and for every ton over 70,000 tons, by 167 SDR.

3) For all other claims, and for remaining amounts of claims not covered according to subparagraph 2, the limit of liability shall be 167,000 SDR. For ships the tonnage of which exceeds 500 tons, the limit shall be increased: for every ton from 501 to 30,000, by 167 SDR, for every ton from 31,000 to 70,000, by 125 SDR, and for every ton over 70,000 tons, by 83 SDR.

4) The limits of liability in subparagraphs 1 to 3 shall apply to the total of all claims arising from one and the same event, against the reder, shipowner, charterer or manager and anyone for whom any of these are responsible.

5) If salvors do not operate from any ship or only operate from the ship which the salvage concerns, the limits of liability shall be calculated according to a tonnage of 1,500 tons. The limits of liability apply to the total of all claims arising from one and the same event against the salvors and anyone for whom they are responsible.

6) The tonnage of the ship means gross tonnage according to the rules for tonnage measurement in Annex 1 of the International Convention on Tonnage Measurement of Ships, 1969. SDR means the unit mentioned in Section 505.

Section 176 Distribution of Liability Amounts

Each liability amount shall be distributed among the claims to which limitation applies in proportion to the amounts of the proven claims.

If the amount mentioned in subparagraph 2 of Section 175 does not fully satisfy the claims to which the amount relates, the remainder shall be paid on an equal footing with other claims out of the amount mentioned in subparagraph 3 of Section 175.
A person who has paid a claim in full or in part before the limitation amount has been distributed shall succeed to the creditor’s right of cover to the extent of his or her payment.

If a person shows that he or she may later become liable to pay a claim in full or in part, and that he or she will in the event succeed to the creditor’s right of recovery, the Court can reserve a sufficient amount to enable the person in question to claim cover according to the provisions of the third paragraph.

Section 177 Limitation Fund and Limitation Actions
If in this country suit has been brought or arrest or other enforcement proceedings are applied for in connection with a claim which by its nature is subject to limitation, a limitation fund may be constituted at the Court in question.

The fund shall be regarded as constituted with effect for all persons who can claim the same limit of liability, and to meet only those claims to which the limit applies.

After the fund has been constituted, only the person who constituted it, his or her liability insurer, and persons with claims the payment of which can be demanded from the fund, can bring suit to have decided the questions of liability for each individual claim, the right to limitation of liability, the limitation amount, and distribution of the fund (limitation action). Separate suits concerning these questions can not be brought in this country when the fund has been constituted.

More detailed provisions relating to limitation funds and limitation actions are laid down in Chapter 12.

Section 178 Legal Effects of the Constitution of a Limitation Fund
1) A claimant against a limitation fund constituted according to Section 177 or according to corresponding provisions of another Convention State can not in respect of that claim apply for arrest or other enforcement proceedings in respect of ships or other property belonging to anyone on whose behalf the fund was constituted and who is entitled to limitation of liability.

2) After a limitation fund has been constituted in this country or in Denmark, Finland or Sweden, arrest or other enforcement proceedings in respect of ships or other property belonging to a person on whose behalf the fund was constituted and who is entitled to limitation of liability can not be carried out in connection with claims payment of which can be demanded from the fund, but see the first period of the third paragraph of Section 180. If an enforcement measure already has been effected, it shall be annulled. Security given to avoid or dismiss enforcement proceedings shall be released.
3) If the fund has been constituted in another Convention State, the Court may refuse an application for arrest or other enforcement proceedings, annul enforcement measures that have been effected, or release security which has been posted. The Court shall refuse the application, annul measures which have been effected after the constitution of the fund, and release security posted after that time, if the fund has been constituted in
   a) the port where the event giving grounds for liability occurred or, if it did not occur in a port, in the ship’s first port of call after the event, or
   b) the port of disembarkation, in so far as the claim relates to personal injury sustained by anyone on board the ship, or
   c) the port of discharge, in so far as the claim relates to damage to the ship’s cargo.

4) The provisions of subparagraphs 1 to 3 can be given corresponding application if it is shown that a limitation fund constituted in a State which is not a Convention State can be considered equivalent to a limitation fund as mentioned in Section 177.

5) The provisions of the present Section only apply if the claimant is entitled to bring claims against the fund with the Court which administers it, and provided the fund is actually accessible and freely transferable for the recovery of the claim.

6) The jurisdiction seized by means of arrest or the posting of security is not lost because of the arrest being dismissed or the security released according to the provisions of subparagraphs 2, 3 or 4.

Section 180 Limitation of Liability without Constituting a Limitation Fund

Limitation of liability can be invoked although no limitation fund has been constituted.

In actions concerning claims which are subject to limitation, the Court shall in applying the provisions of the present Chapter only consider those claims which are brought before it. If a liable party argues that other claims subject to limitation to the same amount should also be taken into account, a reservation concerning limitation of liability in consequence of such claims shall be made in the judgment.

A judgment without a reservation according to the second paragraph can be enforced when it is final. If the judgment does contain such a reservation, it can nevertheless be enforced unless a limitation fund is constituted and the Court finds cause to deny the application for enforcement pursuant to Section 178.

The parties can leave the calculation and distribution of the limitation amount to an average adjuster. Disputes as to the
correctness of an average adjuster’s decisions can be brought before the Courts.

Section 181 Warships, Drilling Vessels, etc.
The limits of liability for warships and other ships engaged in non-commercial State activities, cf. subsections 2 and 3 of Section 175, shall in no case be calculated according to a lower tonnage than 5,000 tons. The right to limitation of liability does not extend to claims relating to damage or loss due to the particular characteristics or use of warships. The same applies correspondingly to damage or loss caused by other ships being used in non-commercial State activities. The provisions of this paragraph do not apply to ships mainly used in ice-breaking or salvage.

With regard to vessels built or equipped to drill for natural resources under the sea bed, the limits of liability according to subsections 2 and 3 of Section 175 shall regardless of the size of the vessel be respectively 12 million SDR and 20 million SDR for claims arising from damage or loss caused while the vessel is used in drilling operations.

Section 182 Scope of Application
The provisions of Sections 171 to 181 shall apply in all cases in which limitation of liability is invoked before a Norwegian Court. Whether or not a claim as mentioned in subparagraph 5 of Section 173 is subject to limitation of liability shall be decided according to the laws of the State that, according to the Norwegian rules on choice of law, apply to the contract of service, in so far as that State is a Convention State.

The provisions of Sections 171 to 181 shall not preclude the application of otherwise applicable rules on abatement of a person’s liability towards an injured party.

Chapter 10 Liability for Damage from Oil Pollution

I Liability and Damages According to the rules of the 1992 Liability Convention and the 1992 Fund Convention

Section 191 Strict Liability of the Ship’s Owner, etc.

Regardless of fault, the owner of a ship is liable for oil pollution damage.

By oil pollution damage is meant:

a) Damage or loss caused outside the ship by contamination resulting from the escape or discharge of oil from the ship. In addition to loss of profit, damage through impairment of the environment nevertheless only comprises the costs of reasonable measures of reinstatement which have been or will be adopted.

b) Expenses, damage or loss in consequence of reasonable measure adopted after an event which causes or entails an immediate and considerable risk of damage as mentioned in letter a, and the purpose of which is to prevent or limit such damage.

Where nothing to the contrary is stated, cf. the first paragraph of Section 208, ship shall in Sections 191 to 209 mean any floating construction designed or adapted to carry oil in bulk. A ship which can carry oil and other cargo shall nevertheless in this context only be regarded as a ship when it is in fact carrying oil as cargo in bulk, and during subsequent voyages unless it is shown that no residues of such oil remain on board.

Unless otherwise stated, cf. the fourth paragraph of Section 208, oil shall in Sections 191 to 209 mean any persistent hydrocarbon-mineral oil, such as crude oil, fuel oil, heavy diesel oil and lubricating oil.

By owner, if the ship is registered, is meant the person registered as owner in the Register of Ships. If the ship is owned by a State, but operated by a company registered in that State as the ship’s operator, that company is considered the owner of the ship.

If pollution damage is caused by a series of events with the same origin, liability shall rest on whoever owned the ship at the time of the first event.

In the present Chapter, the 1992 Liability Convention means the International Convention of 27 November, 1992, on Civil Liability for Oil Pollution Damage.

In the present Chapter, the 1992 Fund Convention means the International Convention of 27 November, 1992, on the
Establishment of an International Fund for Compensation for Oil Pollution Damage.

Section 192 Exemptions from Liability
The owner is exempted from liability if it is proved that the damage:

a) was caused by an act of war or similar action in an armed conflict, civil war or insurrection, or by a natural phenomenon of an exceptional, inevitable and irresistible character,

b) was entirely caused by an act by a third party with intent to cause damage, or

c) was entirely caused by the negligence or other wrongful act by a public authority in connection with the maintenance of lights or other navigational aids.

If the owner proves that the injured party deliberately or negligently contributed to the damage, the liability can be abated according to the general rules governing damages.

Section 193 Channeling of Liability, etc.
Claims for compensation for oil pollution damage can only be made against the owner of a ship according to the provisions of this Chapter.

Claims for compensation for oil pollution damage can not be made against:

a) a member of the crew or anyone employed by or acting as an agent for the owner,

b) the pilot or any other person performing services for the ship,

c) the reder or manager if they do not own the ship, and any charterer, sender, shipper, owner or receiver of the cargo,

d) anyone engaged in salvage operations with the consent of the ship or on the instructions of a public authority,

e) anyone taking steps to prevent or limit pollution damage, or

f) anyone employed by or acting as an agent for persons mentioned in letters b, c, d and e,

unless that person caused the damage deliberately or through gross negligence and with knowledge that such damage would probably result.

The right of recourse for pollution damage can not be invoked against anyone covered by the provisions of letters a, b, d, e or f of the second paragraph unless that person caused the damage deliberately or through gross negligence and with knowledge that such damage would probably result. Otherwise, the ordinary legal principles in respect of recourse shall apply.
Section 194 Limitation of Liability
The liability of the owner according to Section 191 is limited to 3 million SDR for ships the tonnage of which does not exceed 5,000 tons. For ships of greater tonnage, the liability amount shall increase by 420 SDR for every ton over 5,000 tons. The liability amount shall however in no case exceed 59.7 million SDR.

The limitation applies to all liability for pollution relating to the same event or series of occurrences with the same origin. No limitation applies to the owner’s liability for interest or legal costs.

The right to limitation of liability does not apply if it is proved that the owner caused the pollution damage deliberately or through gross negligence and with knowledge that such damage would probably result.

By SDR is meant the unit mentioned in § 505. By the tonnage of the ship is meant its gross tonnage calculated according to the rules for the measurement of tonnage in Annex I to the International Convention on Tonnage Measurement of Ships, 1969.

Section 195 Limitation Fund and Limitation Proceedings
An owner wishing to limit his or her liability according to Section 194 must constitute a limitation fund at the Court where an action for damages according to Section 191 has been or in the event may be brought. When the fund has been constituted, the owner or an injured party can bring an action for limitation to determine the liability and distribute the liability amount.

The fund shall be distributed among all claims arising out of the same event or series of occurrences with the same origin, in proportion to the amounts claimed. The third and fourth paragraphs of Section 176 shall apply correspondingly.

Claims relating to reasonable expenses incurred for measures voluntarily undertaken by the owner after an occurrence in order to prevent or limit pollution damage shall rank equally with other claims when the fund is distributed.

More detailed provisions relating to limitation funds and limitation proceedings are laid down in Chapter 12.

If an owner has constituted a limitation fund in accordance with the 1992 Liability Convention in a foreign Convention State, this shall have the same effect with regard to the owner’s right to limit liability as the establishment of a fund at a Norwegian Court.
Section 196 Lifting of Arrest, etc.

If an owner is entitled to limit his liability according to Section 194 and has constituted a fund according to Section 195, recovery of claims that can be brought against the fund can not be sought in ships or other assets belonging to the owner. If a ship or other assets belonging to the owner have been arrested in respect of such a claim, or if the owner has posted security to avoid arrest, the arrest shall in such a case be lifted or the security released.

The provision of the first paragraph applies correspondingly if the owner has established a limitation fund according to the 1992 Liability Convention in a foreign Convention State, provided the claimant has access to the Court or other authority which administers the fund, and the fund is actually available to the claimant.

Section 197 Insurance Obligation. Certificate

The owner of a Norwegian ship carrying more than 2,000 tons of oil as cargo in bulk shall be obliged to maintain approved insurance or other financial security covering liability as mentioned in Section 191 up to the limits mentioned in Section 194. A certificate shall be issued attesting that such insurance or financial security is in force. Without a valid certificate, the ship must not sail under the Norwegian flag.

The provision of the first period of the first paragraph applies correspondingly to foreign ships calling at or sailing from ports or other loading or discharging locations in Norway or on the Norwegian part of the continental shelf. If the ship is registered in a State which has acceded to the 1992 Liability Convention, it shall carry a certificate pursuant to the Convention showing that there is insurance or other financial security.

With such exceptions as follow from the third paragraph of Section 206, the provisions of the first and second paragraph also apply to ships owned by the Norwegian State or by another State, but such ships can, instead of insurance, financial security or a certificate as required in the first and second paragraphs, carry a certificate issued by the competent authority of the State confirming that the ship is owned by the State and that liability is covered up to the limitation amount.

Section 198 Regulations

The King issues more detailed regulations relating to insurance and financial security, including which conditions the insurance or financial security must satisfy for approval, and concerning certificates and their form, contents, issuance and validity.
Section 199 Sanctions against Failure to observe Insurance Obligations, etc.

If a ship does not have the mandatory insurance or other financial security or the required certificate, cf. Sections 197 and 198, the Maritime Directorate can deny the ship entrance to or departure from a port or other loading or discharging location in Norway or on the Norwegian part of the continental shelf, or order it to be discharged or moved.

Section 200 Claims against the Insurer

Claims for compensation for pollution damage can be brought directly against whoever undertook the insurance or provided the financial security for the owner’s liability (the insurer). The insurer can invoke limitation of liability according to Section 194 even though the owner is not entitled to such limitation. The insurer can also invoke the same grounds for exemptions from liability as the owner could have invoked. However, as against the claimants, the insurer shall not be entitled to invoke any defenses which the insurer may invoke against the owner, apart from the defense that the damage was caused by the willful misconduct of the owner personally.

The insurer can establish a limitation fund according to Section 195 with the same effect as if it was established by the owner. Such a fund can be established although the owner is not entitled to limitation of liability, but in that case the establishment does not limit the claims of the creditors against the owner.

Section 201 The International Compensation Fund (1992)

In addition to the damages an injured party can obtain according to Sections 191 to 196 and Section 200, he or she is entitled to damages according to the provisions of the 1992 Fund Convention. The 1992 Fund Convention has statutory force.

The third paragraph of Section 193 shall apply correspondingly to the recourse claims of the Fund against other persons than the owner of the ship and his or her insurer.

Section 202 Dues to the International Compensation Fund (1992)

Whoever in Norwegian territory in the course of the calendar year receives more than a total of 150000 tons of crude oil or heavy fuel oils or heavy distillates as defined in paragraph 3 of Article 1 of the 1992 Fund Convention, shall pay such dues to the International Compensation Fund (1992) as the bodies of the Fund validly determine, and post such security for the dues as may be laid down. The Ministry decides whether a person who shares a close community of interest with another receiver in this country shall be liable for dues according to paragraph 2
of Article 19 of the 1992 Fund Convention. The quantity of oil mentioned in the first period comprises oil transported by sea in or to Norway, and oil which reaches Norway by other means, but has been transported by sea to a State which has not acceded to the 1992 Fund Convention, and has been transported from there to Norway without having been reloaded at a terminal in another State which has acceded to the 1992 Fund Convention.

Whoever in Norwegian territory receives oil as mentioned in the first paragraph shall supply information as to the quantity received according to regulations laid down by the Ministry.

Subject to such limitations as follow from statutory duties, everyone must maintain confidentiality concerning information he or she becomes acquainted with in pursuance of the present Section, in so far as the information concern technical installations and procedures, and also operational or business matters, which it would be important for competitive reasons to keep secret with regard to the person the information concerns.

Section 203 Competence of Norwegian Courts

Actions against owner of a ship or his or her insurer concerning liability for pollution damage should be brought before a Norwegian Court if the pollution damage arose in this country or in the economic zone of Norway or if steps were taken to prevent or limit pollution damage in this country or in the economic zone.

A Court which is competent according to the first paragraph can adjudicate on all claims concerning the same occurrence or series of occurrence with the same origin. This also applies to claims relating to pollution damage outside this country.

Actions concerning the distribution of a limitation fund as mentioned in Section 195 can only be brought in this country when the fund is established at a Norwegian Court. An action shall be brought at the Court where the limitation fund is established.

Section 204 Actions, etc., concerning the International Oil Pollution Compensation Fund (1992)

Claims for damages according to the 1992 Fund Convention can only be brought before a Norwegian Court in such cases as mentioned in the first paragraph of Section 203, and only if no action against the owner of the ship or his or her insurer relating to the same damage has previously been brought in a State which has acceded to the 1992 Fund Convention.

If an action according to the first paragraph of Section 203 has been brought against the owner of a ship or his or her insurer, an action against the International Oil Pollution Compensation Fund (1992) in respect of the same damage can only be brought
before the same Court. An action can moreover only be brought against the Fund at the Court where an action according to the first paragraph of Section 203 could have been brought.

The International Oil Pollution Compensation Fund (1992) can intervene as a party in any case against the owner of the ship or his or her insurer concerning damages according to the present Chapter and is in the event of such intervention bound by the judgment of the Court.

If an action against the owner or his or her insurer has been brought, either of the parties in the case can by letter notify the International Oil Pollution Compensation Fund (1992) of the case. The Court shall arrange for the letter to be sent by registered mail to the Director of the Fund. If the Fund has been given sufficient notice to enable it effectively to safeguard its interests, it shall be bound by a final judgment in the case.

Section 205 Recognition and Enforcement of a Foreign Judgment

A final judgment against the owner of a ship or his or her insurer has binding effect in this country and can be enforced when formally enforceable, provided the judgment was given in a State which has acceded to the 1992 Liability Convention and by a Court which is competent to decide the case according to Article IX of the 1992 Liability Convention.

The same applies correspondingly to a judgment against the International Oil Pollution Compensation Fund (1992) pronounced in a State which has acceded to the 1992 Fund Convention or where the Fund has its seat, provided the Court is competent according to paragraphs 1 or 3 of Article 7 of the 1992 Fund Convention.

Section 206 Scope of Application of the Provisions of the 1992 Liability Convention

The provisions of Sections 191 to 196 and Section 200 relating to liability for pollution damage apply to:

a) pollution damage arising in this country or in the economic zone of Norway,

b) pollution damage arising in another State which has acceded to the 1992 Liability Convention or in the economic zone of such a State, and

c) expenditure on measures to prevent or limit such pollution damage, regardless of where the measures were taken.

If a State as mentioned in letter b has not established an economic zone, the same applies to an area determined by the State in accordance with international law not exceeding 200 nautical miles from the baselines from which the sea territory is measured.
The provisions of Sections 191 to 205 do not apply to warships or other ships owned or used by a State which at the time when oil escapes or is discharged from the ship is exclusively being used for State and non-commercial purposes, but see also Section 207.

Section 207 Oil Spill Liability not Covered by the Convention

If a ship causes pollution damage as mentioned in Section 191 on that part of the Norwegian continental shelf which lies outside the economic zone of Norway or, in so far as the Norwegian law of damages is applicable, elsewhere on the high seas, or steps are taken to prevent or limit such damage, the provisions of Sections 191 and 192 shall apply correspondingly. In respect of ships as mentioned in the third paragraph of Section 206, the same also applies to damage in this country or in the economic zone of Norway.

Liability according to the first paragraph is limited according to the rules of the first paragraph of Section 194. If limitation of liability is demanded, the following rules apply:

   a) the provisions of Chapter 9 are applicable as appropriate,
   b) claims as mentioned in the third paragraph of Section 195 rank equally with other claims when the amount of the liability is apportioned,
   c) if a limitation fund is established in this country, the fund shall correspond to the full amount of the liability and the provisions of Chapter 12 shall apply correspondingly, and
   d) if a limitation fund has been established which according to Section 178 would prevent arrest or other enforcement proceedings in this country, the second and third paragraphs of Section 193 shall also apply correspondingly.

If a Norwegian Court finds liability when a ship has caused pollution damage in a non-Convention State or on the high seas, or when steps have been taken to prevent or limit such damage, the liability shall be limited to 3 million SDR in respect of ships the tonnage of which does not exceed 5,000 tons. In respect of ships the tonnage of which exceeds 5,000 tons, the limit of liability shall increase by 420 SDR for each ton over 5,000 tons. In no case, however, shall the limit of liability exceed 59.7 million SDR. In other respects, the provisions of the second paragraph and in the fourth paragraph of Section 194 shall apply correspondingly.

Section 208 Oil Spill Liability subject to global Limitation

If in this country or in the Norwegian part of the continental shelf pollution damage is caused by oil escaping or being discharged from another ship or drilling rig or similar mobile installation than those mentioned in the third paragraph of Section 191, the provisions of Sections 191 and 192 shall apply
correspondingly. The same applies when steps have been taken to prevent or limit such damage.

The provisions of the first paragraph also apply to pollution damage on the high seas off the Norwegian part of the continental shelf in so far as the Norwegian law of damages is applicable.

Liability according to the first and second paragraphs is subject to limitation according to the provisions of Chapter 9, cf. also Section 507.

The provisions of the first to third paragraphs apply correspondingly to other persistent oil than mentioned in the fourth paragraph of Section 191, non-persistent oil and mixtures containing oil, regardless of whether or not the ship or installation is covered by the definition in the third paragraph of Section 191.

Section 209 Limitations on Account of other Statutes and Conventions

The provisions of Sections 191 to 208 entail no limitation of the liability of a licensee or an operator according to the provisions of Chapter V of the Act Relating to Petroleum Activities for claims relating to pollution damage resulting from outflow or escape of petroleum.

If the licensee or the operator is liable for the damage according to Chapter V of the Act Relating to Petroleum Activities, claims pursuant to Section 207 and 209 can only be invoked with such limitations as follow from Sections 40 and 41 of the Act Relating to Petroleum Activities.

The provisions of Sections 191 to 208 do not apply in so far as they may conflict with the convention obligations of Norway towards States which have not acceded to the 1992 Liability Convention.

II Liability and damages according to the rules of the 1969 Liability Convention and the 1971 Fund Convention, etc.

[The 1969 Liability Convention and the 1971 Fund Convention will be denounced by 16 May 1998, and these provisions have therefore not been included here.]
III Scope of Application of the Provisions of Part I and Part II

[The 1969 Liability Convention and the 1971 Fund Convention will be denounced by 16 May 1998, and these provisions have therefore not been included here.]

Chapter 12 Limitation Funds and Limitation Proceedings

Section 231 Scope

The provisions of the present Chapter apply to limitation funds constituted according to Section 177 (global funds), Section 195 (oil damage funds according to the 1992 Liability Convention) or Section 214 (oil damage funds according to the 1969 Liability Convention), and subsequent actions for limitation. Funds constituted according to Sections 207 and 226 shall also be regarded as global funds.

The provisions of the Dispute Act apply correspondingly unless the contrary follows from the present Chapter.

Section 232 Amounts of Funds

The global fund shall correspond to

a) the total of the amounts which according to Section 175 are the limits of the liability for the claims for which limitation of liability is being invoked and which arose from one and the same event, and

b) interest on the amounts mentioned under letter a for the time from the event to the constitution of the fund, calculated at the rate laid down according to Section 3 of Act of December 17, 1976, No. 100 Relating to Interest on Overdue Payments.

A fund constituted according to Section 207 shall equal the full amount of the liability according to the second or third paragraph of Section 207. A fund constituted according to Section 226 shall equal the full amount of the liability according to the second or third paragraph of Section 226.

An oil damage fund according to the 1992 Liability Convention shall equal the amount of the liability according to Section 194, with deductions as mentioned in letter b of the first paragraph of Section 229. An oil damage fund according to the 1969 Liability Convention shall equal the amount of the liability according to Section 213.
Section 233 Application to constitute a Fund

The person applying for the constitution of a limitation fund shall pay the amount of the fund to the Court or give such security for the amount as the Court finds satisfactory.

The application shall explain the reasons for constituting the fund, the information on the ship which is necessary to calculate the amount of the fund, and as far as possible information on all those believed likely to present claims against the fund.

Section 234 Constitution of a Fund

A decision to constitute a fund is made in the form of a ruling\(^1\) which provisionally fixes the amount of the fund and decides whether the proposed security is acceptable.

Unless there are special reasons for the contrary, the Court shall in its ruling also require payment of or the giving of security for an additional amount fixed at the discretion of the Court to meet the costs of constituting the fund and of an action for limitation, and the liability for interest payments. When a global fund is constituted, this only applies to interest for the period after the constitution of the fund.

If it appears from the ruling that the necessary payment has been made or security given, the fund shall be regarded as constituted on the day when the ruling was handed down. Otherwise the fund shall be regarded as constituted on the day when payment was made or security given.

The ruling can be appealed.

Section 235 Announcement

The Court shall immediately announce that a limitation fund has been constituted. In the announcement, all creditors intending to claim recovery from the fund shall be advised to submit their claims to the Court within a certain time limit of at least two months. Attention shall at the same time be drawn to the provisions of the second period of the third paragraph of Section 177 and Sections 238 and 245.

The announcement shall be published in Norsk lysningsblad\(^2\) and, at the discretion of the Court, also in other ways. According to the circumstances, the announcement shall also be published in other States.

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1 Original: “kjennelse”.
2 The official gazette.
The person constituting the fund and all known creditors shall be notified by registered mail.

Section 236 Fund Administrator
If practical reasons so indicate, the Court may appoint an advocate or other expert to administer the fund. The Court determines the remuneration of the administrator.

Section 237 Submission of Claims
A person submitting a claim shall give the Court the necessary information concerning the claim, including the basis for and the amount of the claim, and whether it is or has been subject to separate legal action.

Section 238 Lapse of Claims
Satisfaction of a claim of which the Court has not been notified before the distribution of the fund is adjudicated by the Court of first instance can only be demanded according to the provisions of the second paragraph of Section 244.

Section 239 Payment and Release of the Fund
The fund can not be released unless the time limit for the submission of claims has expired and consent has been given by the person constituting the fund and by all creditors who have submitted claims against the fund.

Section 240 Limitation Proceedings
Limitation proceedings are instituted by a writ of summons to the Court at which the fund is constituted. Proceedings can be instituted by a person as mentioned in the first period of the third paragraph of Section 177, the second period of the first paragraph of Section 195, or the second period of the first paragraph of Section 214. All those with claims against the fund shall be served with a joint writ of summons. All on whose behalf the fund was constituted can be made parties to the procedure.

Section 241 Fund Meeting
The Court shall summon the person who constituted the fund, the person who instituted the limitation proceedings, and the creditors who have submitted claims (the parties) to a fund meeting. The fund meeting shall deal with the questions of the right to limitation of liability, the amount of the liability, and the claims submitted.
Before the meeting the administrator or, if no administrator has been appointed, the Court shall prepare and distribute to the parties recommendations concerning the questions to be dealt with.

If at the end of the fund meeting no objections have been made to the recommendations with such changes as may have been made at the fund meeting, the Court shall base the distribution of the fund on the recommendation. If it finds it necessary, the Court can postpone the treatment of the recommendation to a later fund meeting.

If an objection remains at the end of the fund meeting, the Court shall set a time limit within which the person maintaining the objection shall request that the question be decided by the Court. If the time limit is overrun, the objection shall be regarded as withdrawn.

Section 242 Settlement of Disputes
If a request has been presented for a question to be decided by the Court, the Court decides whom to regard as plaintiff and defendant. The dispute shall be settled after such further preparation as the Court finds necessary. The Court may decide that the dispute shall be heard according to the rules on ordinary civil trials.

Disputes concerning the right of limitation of liability, the amount of the liability or individual claims can be subject to separate proceedings and adjudication. Each part judgment is in that case subject to separate appeal.

The Court shall give the person who constituted the fund and anyone having submitted a claim notice of disputes that are initiated and judgments given.

Section 243 Provisional Payment
After the expiry of the time limit for submitting claims, the Court may decide to make provisional payments in partial settlement of the claims which have been proved.

Section 244 Distribution of the Fund
When all disputes have been settled, the Court shall by judgment distribute the fund according to the provisions of Section 176, 195, or 214.

The Court may retain an amount of money to cover claims that have not been submitted before the distribution of the fund was adjudicated by the Court of first instance. That amount of money shall be distributed when all claims submitted are decided on and the Court believes that no further claims will be submitted.
The fund shall be distributed even if the person who constituted it is not entitled to limitation of liability. The Court can on request give judgment ordering enforcement in respect of such part of a claim as is not covered by the fund.

Section 245 Effect of Final Judgments
A final judgment on the right of limitation of liability, the amount of the liability, the claims submitted and the distribution of the fund is binding on all those entitled to claim recovery from the fund, regardless of whether they have submitted claims in the case. The case can only be re-opened in respect of the right to limitation of liability.
Part IV Contracts of Carriage

Chapter 13 Carriage of General Cargo

Introductory Provisions

Section 251 Definitions
In this Chapter, the following words have the following meanings:

carrier, the person who enters into a contract with a sender for the carriage of general cargo by sea;
sub-carrier, the person who, pursuant to an assignment by the carrier, performs the carriage or part of it;
sender, the person who enters into a contract with a carrier for the carriage of general cargo by sea;
shipper, the person who delivers the goods for carriage;
transport document, a bill of lading or other document issued as evidence of the contract of carriage;
the Convention, the International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, 1924, as amended by the Protocols of 1968 and 1979 (the Hague-Visby Rules);
Convention State, a State bound by the Convention.

Section 252 Scope of Application
The provisions of this Chapter shall apply to contracts for carriage by sea in domestic trade in Norway and in trade between Norway, Denmark, Finland and Sweden. In respect of contracts of carriage by sea in domestic trade in Denmark, Finland and Sweden, the law of the State where the carriage is performed shall apply.

In other trades, the provisions shall apply to contracts of carriage by sea between two States when:

1) the agreed port of loading is in a Convention State,
2) the agreed port of discharge is in Norway, Denmark, Finland or Sweden,
3) several ports of discharge have been agreed and the actual port of discharge is one of these and is situated in Norway, Denmark, Finland or Sweden,
4) the transport document was issued in a Convention State, or
5) the transport document states that the Convention or the law of a Convention State based thereon shall apply.
If neither the agreed place of loading nor the agreed or actual place of delivery is in Norway, Denmark, Finland or Sweden, the parties may nevertheless agree that the contract of carriage by sea shall be subject to the law of a Convention State.

Section 253 Charterparty Trade, etc.
The provisions of this Chapter shall not apply to charterparties for the chartering of a whole ship or part of a ship. If a bill of lading has been issued under a charterparty, the provisions of this Chapter shall nevertheless apply to the bill of lading if it governs the legal relationship between the carrier and the holder of the bill of lading.

Under a contract for the carriage by ship of cargo on several voyages within a specified period of time, the provisions of this Chapter shall apply to each voyage. If the voyage is performed according to a charterparty, the first paragraph shall nevertheless apply.

Section 254 Contractual Provisions
A provision of a contract of carriage or transport document shall be invalid in so far as it departs from the provisions of this Chapter or from subparagraph 7 of the first paragraph or the first period of the second paragraph of Section 501. The invalidity does not entail that other provisions of the contract or document become invalid. Any provision granting the carrier the benefits of insurance for the goods, or any similar provision, is invalid.

The first paragraph shall not apply to the provisions of Sections 255, 258 to 261 and 264 to 273 or preclude the inclusion in the contract of carriage of provisions relating to general average. The carrier can also undertake liabilities or obligations beyond those which follow from the provisions of this Chapter.

If a contract of carriage is subject to the Convention or the law of a Convention State based thereon, the transport document shall state this, and state that provisions varying the rules of the Convention to the detriment of the sender, shipper or receiver are invalid.

If, due to the peculiar character or state of the goods or the particular circumstances or conditions under which the carriage is to be performed, it is reasonable to limit the liability of the carrier or to extend his or her rights according to this Chapter, an agreement to that effect shall be valid.
Delivery of Goods

Section 255 The Shipper’s Delivery of the Goods
The goods shall be delivered at the place and within the period indicated by the carrier. It shall be delivered in such a way and in such a condition that it can be conveniently and safely brought on board, stowed, carried and discharged.

Section 256 Examination of Packing
The carrier shall to a reasonable extent examine whether the goods are packed in such a way as not to suffer damage or cause damage to any person or property. If the goods have been delivered in a container or similar transport device, the carrier shall not, however, be bound to examine such device internally unless there is reason to suspect that it has not been sufficiently well packed.

The carrier shall inform the sender of any deficiencies he or she has noticed. The carrier is not bound to carry the goods unless he or she cannot make them fit for transport by reasonable means.

Section 257 Dangerous Goods
Dangerous goods shall be marked as dangerous in a suitable manner. The sender shall in good time notify the carrier and the sub-carrier to whom the goods are delivered of the dangerous nature of the goods and state the precautions that may be required.

If the sender otherwise is aware that the goods are of such a nature that their carriage may entail danger or significant inconvenience to persons, the ship or the cargo, the sender shall likewise give notice of this fact.

Section 258 Goods Requiring Special Care
If the goods need to be handled with special care, the sender shall in good time make this known, and state the measures which may be required. If necessary, the goods shall be marked in a suitable manner.

Section 259 Receipt for Goods Received
The shipper can request receipts for goods received as and when they are delivered.

Provisions relating to the issuing of bills of lading and other transport documents are contained in Sections 292 to 309.
Section 260 Freight

If the freight does not follow from the contract, the freight payable shall be that which is current at the time of delivery. Payment of freight can be demanded on receipt of the goods.

For goods which no longer exist at the end of the carriage, freight can not be claimed unless the loss is a consequence of the nature of the goods, insufficiency of packing, or fault or neglect on the part of the sender, or unless the carrier has sold the goods for the account of the owner or has discharged them, rendered them innocuous or destroyed them according to Section 291.

Freight paid in advance shall be repaid if according to the second paragraph the carrier was not entitled to freight.

Section 261 Breach of Contract and Renunciation by the Sender

If the sender renounces the contract before the carriage has commenced, the carrier shall be entitled to damages for loss of freight and other losses.

If the goods are not delivered in time, the carrier shall be entitled to cancel the contract if the delay amounts to a substantial breach of contract. If the carrier wishes to cancel the contract, the carrier must give notice without undue delay after the sender has inquired, but no later than when the goods are received for carriage. If the carrier does not do so, the right of cancellation shall be lost. If the contract is cancelled, the carrier shall be entitled to damages for loss of freight and other losses.

If the sender or the receiver requests interruption of the carriage and delivery of the goods elsewhere than at their destination, the carrier shall be entitled to damages for loss of freight and other losses. Interruption of the carriage can not be requested if it would cause significant loss or inconvenience to the carrier or other senders.

The provisions of the second to fourth paragraphs of Section 352 shall apply correspondingly.

The Carriage

Section 262 The Duty of the Carrier to protect the Interests of the Cargo Owner

The carrier shall perform the carriage with due care and despatch, take care of the goods and in other respects protect the interests of the owner from the reception and to the delivery of the goods.
The carrier shall ensure that the ship used for the carriage is seaworthy, including that it is properly manned and equipped and that the holds, cool storerooms, refrigerated storerooms and other parts of the ship where goods are stored are in a proper condition for receiving, carrying and preserving the goods.

If goods have been lost, damaged or delayed, the carrier shall notify the person indicated by the sender at the earliest opportunity. If such notice can not be given, the cargo owner or, if he or she is unknown, the sender shall be notified. The same applies if the carriage can not be completed as intended.

Section 263 Deck Cargo

Goods can be carried on deck only if this is in accordance with the contract of carriage, follows from custom of the trade or other usage in the trade in question or is required by statutory rules or regulations based on statutory rules.

If according to the contract the goods may or shall be carried on deck, this shall be stated in the transport document. Failing this, the carrier has the burden of proving that carriage on deck was agreed. The carrier can not invoke such an agreement against a third party who has acquired the bill of lading in good faith.

Special rules on liability for deck cargo are contained in Section 284.

Section 264 Breach of Contract by the Carrier

The sender shall be entitled to cancel the contract of carriage due to delay or other breach of contract on the part of the carrier if the breach of contract is substantial. After the goods have been delivered, the sender shall not be entitled to cancel the contract if delivery of the goods would involve significant loss or inconvenience to other senders.

If the sender wishes to cancel the contract, the sender must make this known without undue delay after the sender must be assumed to have learned of the breach of contract. If the sender does not do so, the right of cancellation shall be lost.

Section 265 Interruption of the Carriage and Distance Freight

If a ship carrying or intended to carry the goods is lost or damaged beyond repair, this does not relieve the carrier of the obligation to complete the carriage.

If hindrances arise which prevent the ship from reaching the port of discharge and discharging the goods or if this can not be done without unreasonable delay, the carrier may instead choose another suitable port of discharge.
Concerning cancellation of the contract of carriage because of war risk, etc., the provisions of Sections 358 and 360 shall apply.

If a part of the carriage has been performed when the contract is cancelled or ceases or when for any other reason the goods are discharged in a port other than the agreed port of discharge, the carrier shall be entitled to distance freight according to the provisions of Section 341.

Section 266 Measures adopted on behalf of the Cargo Owner

If it becomes necessary to adopt special measures to safeguard or carry the goods or otherwise to protect the interests of the cargo owner, the carrier shall obtain instructions from the cargo owner.

If time or other circumstances do not permit the obtaining of instructions, or if such instructions are not received in time, the carrier is authorized to take the necessary steps on the behalf of the cargo owner and represent the cargo owner in matters concerning the goods. Even though such measures were not necessary, they are binding on the cargo owner if the third party acted in good faith.

Notice of the steps taken shall be given according to the provisions of the third paragraph of Section 262.

Section 267 Liability of the Cargo Owner for Measures Adopted by the Carrier

The cargo owner is liable for measures adopted and expenses incurred by the carrier for the sake of the goods. If the carrier acted without instructions, however, the cargo owner shall not be liable for a higher amount than the value at the beginning of the carriage of the goods to which the measure or the expense related.

Delivery of the Goods

Section 268 The Carrier’s Delivery of the Goods

At the port of destination, the receiver shall receive the goods at the place and within the period indicated by the carrier. The goods shall be delivered in such a manner that they can be conveniently and safely received.

A person who appears to be entitled to receive the goods may inspect them before reception.
Section 269 Duty of the Receiver to Pay Freight, etc.
If the goods are delivered against a bill of lading, the receiver becomes liable on receiving the goods for freight and other claims due to the carrier pursuant to the bill of lading.

If the goods were delivered otherwise than against a bill of lading, the receiver is only liable to pay freight and other claims according to the contract of carriage if the receiver had notice of the claims at the time of delivery or was aware or ought to have been aware that the carrier had not received payment.

Section 270 Right of Retention
If the carrier has claims according to Section 269 or other claims secured by a maritime lien on the goods pursuant to Section 61, the carrier is not obliged to deliver the goods before the receiver has either paid the claims or given security for them. When the goods have been delivered, the carrier can claim payment out of the security unless the receiver prevents this by arrest or interim injunction.

Section 271 Warehousing of Goods
If the goods are not collected within the period indicated by the carrier or otherwise within a reasonable time, they may be warehoused in safe custody at the expense of the receiver.

Notice that the goods have been warehoused shall be given according to the rules of the third paragraph of Section 262. A reasonable time limit shall be set, after which the goods may be sold or otherwise disposed of according to Section 272.

Section 272 The Carrier’s Right of Disposal of Goods which are not collected
On the expiry of the time limit given in the notice according to the second paragraph of Section 271, the carrier can sell warehoused goods to the extent necessary to cover the costs of the sale and claims mentioned in Section 270. The carrier shall exercise care in the conduct of the sale.

If the goods can not be sold or it is evident that the costs of sale will not be covered by the proceeds, the carrier may dispose of the goods in some other reasonable way.

Section 273 The Liability of the Sender for Freight, etc.
If the goods are delivered to the receiver without payment of such claims against the sender as the receiver should have paid,
the sender shall remain liable, unless the delivery entails losses for the sender and the carrier must have realized this.

The carrier shall not be obliged to sell warehoused goods to cover such claims against the sender as the receiver should have paid. If a sale nevertheless takes place without satisfaction of the claims, the sender shall remain liable for the deficit.

The Carrier’s Liability for Damages

Section 274 Period of Responsibility

The carrier shall be responsible for the goods while they are in his or her custody at the port of loading, during the carriage, and at the port of discharge.

The carrier shall be deemed to have the goods in his or her custody according to the first paragraph from the moment when the carrier receives the goods from the shipper of from any authority or other third party to whom the goods have to be delivered according to law or regulations applicable at the port of loading.

The carrier shall be deemed no longer to have custody of the goods according to the first paragraph

1) when the carrier has delivered the goods to the receiver,
2) if the receiver does not receive the goods from the carrier, when it has been warehoused on the account of the receiver in accordance with the contract or with the law or usage at the port of discharge, or
3) when the carrier has delivered the goods to any authority or other third party to whom the goods must be delivered according to law or regulations applicable at the port of discharge.

Section 275 Liability for Cargo Damage

The carrier is liable for losses resulting from the goods being lost of or damaged while in his or her custody on board or ashore, unless the carrier shows that the loss was not due to his or her personal fault or neglect or that of anyone for whom he or she is responsible.

The carrier is not liable for losses resulting from measures to rescue persons or reasonable measures to salvage ships or other property at sea.

When fault or neglect on the part of the carrier combines with another cause to produce losses, the carrier is only liable to the extent that the loss is attributable to such fault or neglect. It is for the carrier to prove to what extent the loss was not caused by fault or neglect on his or her part.
Section 276 Loss Due to Nautical Fault and Fire

The carrier shall not be liable if he or she can show that the loss resulted from:

1) fault or neglect in the navigation or management of the ship, on the part of the master, crew, pilot or tug or others performing work in the service of the ship, or
2) fire not caused by the fault or neglect of the carrier personally.

The carrier shall nevertheless be liable for losses in consequence of unseaworthiness because the carrier personally or a person for whom the carrier is responsible failed to take proper care to make the ship seaworthy at the commencement of the voyage. The burden of proving that proper care was taken rests on the carrier.

The present Section shall not apply to contracts for carriage by sea in domestic trade in Norway.

Section 277 Liability for Live Animals

The carrier shall not be liable for loss of or injury to live animals arising from the particular risks inherent in such carriage.

If the carrier shows that he or she has followed the particular instructions given, and that the loss or injury could be attributed to such risks, the carrier shall not be liable unless it is shown that the loss or injury was wholly or partly caused by the fault or neglect of the carrier personally or of someone for whom the carrier is responsible.

Section 278 Liability for Delay

The carrier shall be liable according to the provisions of Sections 275 to 277 for losses resulting from delay in delivery of the goods.

Delayed delivery occurs when the goods are not delivered in the port of discharge pursuant to the contract of carriage within the agreed time or, if no time limit for delivery was agreed, within the period of carriage which it is reasonable under the circumstances to require of a diligent carrier.

If the goods have not been delivered within sixty days from the day when they should have been delivered according to the second paragraph, damages can be claimed as for loss of the goods according to Section 275.
Section 279 Calculation of Damages for Property Damage

Damages for loss of or damage to the goods shall be calculated on the basis of the value of goods of the same kind at the place and time when the goods were or should have been delivered according to the contract of carriage.

The value of the goods shall be determined on the basis of the exchange price or, in the absence thereof, the market price. If there is neither an exchange price nor a market price, the value shall be determined according to the current value of goods of the same kind and quality.

Section 280 Limits of Liability

The carrier’s liability shall not exceed 667 SDR for each package or other unit of the goods or 2 SDR for each kilogram of the gross weight of the goods lost, damaged or delayed. The limit of liability which results in the highest liability shall be applied. By SDR is meant the unit mentioned in Section 505.

In contracts for carriage by sea in domestic trade in Norway is the liability of the carrier limited to 17 SDR for each kilogram of the gross weight of the goods lost or damaged. The liability for delay shall not exceed the full freight according to the contract of carriage.

Section 281 The Limit of Liability for Goods Loaded as a Unit

If a container, pallet or other transport device was used to consolidate the goods, each package or other unit listed in the transport document as having been loaded in the device shall be deemed as one package or unit for the purposes of Section 280. Otherwise goods in the transport device shall be deemed as one unit. If the transport device itself has been lost or damaged, it shall be regarded as a separate unit unless it was owned or otherwise provided by the carrier.

Section 282 Liability not Based on the Contract of Carriage

The provisions relating to the carrier’s defenses and the limits of the carrier’s liability shall apply even if the claim against the carrier is not based on the contract of carriage.

The provisions relating to the carrier’s defenses and the limits of the carrier’s liability apply correspondingly if the claim is brought against anyone for whom the carrier is responsible, and that person shows that he or she acted in the performance of his or her duties in the service or to fulfill the assignment.

The total liability which can be imposed on the carrier and the persons for whom the carrier is responsible shall not exceed the limits of liability according to Section 280.
Section 283 Loss of the Right to Limitation of Liability
A liable person can not limit his or her liability if it is shown that he or she personally caused the loss wilfully or through gross negligence and with knowledge that such loss would probably arise.

Section 284 Liability for Deck Cargo
If goods are carried on deck in breach of Section 263, the carrier shall be liable, irrespective of the provisions of Sections 275 to 278, for losses which are exclusively the consequence of the carriage on deck. Concerning the extent of the liability, Sections 280 and 283 shall apply.

If goods have been carried on deck contrary to an express agreement for carriage under deck, there shall be no right to limitation of liability according to this Chapter.

Section 285 Liability of the Carrier for a Sub-Carrier
If the carriage is performed wholly or in part by a sub-carrier, the carrier remains liable according to the provisions of this Chapter as if the carrier had performed the entire carriage him- or herself.

If it has been expressly agreed that a certain part of the carriage shall be performed by a named sub-carrier, the carrier may make a reservation exempting him- or herself from liability for any loss caused by an event occurring while the goods are in the custody of the sub-carrier. The burden of proving that the loss was caused by such an event rests on the carrier.

A reservation according to the second paragraph can nevertheless not be invoked if an action against the sub-carrier can not be brought before a Court competent according to Section 310.

Section 286 Liability of the Sub-Carrier
A sub-carrier is liable for such part of the carriage as he or she performs, pursuant to the same rules as the carrier. The provisions of Sections 282 and 283 shall apply correspondingly.

If the carrier has undertaken obligations beyond what follows from the present Chapter or waived rights according to this Chapter, the sub-carrier shall only be bound by this when he or she has given written consent.

Section 287 Joint Liability
If both the carrier and sub-carrier are liable, they shall be jointly and severally liable.
The total liability which can be imposed on the carrier and sub-carrier and persons for whom they are responsible shall not exceed the limits of liability according to Section 280, unless the contrary follows from Section 283.

The provisions of the present Chapter shall not preclude recourse agreements between the carrier and the sub-carrier.

Section 288 Notice of Damage or Loss
If the goods have been delivered and the receiver has not notified the carrier in writing of any loss or damage which the receiver had or ought to have discovered, and of the nature of the loss or damage in question, all the goods shall, where nothing to the contrary is proved, be deemed to have been delivered in the condition described in the transport document. If the loss or damage was not apparent at the time of delivery, the same applies if written notice is not given at the latest three days after the delivery.

Written notice is not required in respect of loss or damage which is ascertained in a joint inspection of the goods.

The carrier is not liable for losses in consequence of delayed delivery unless written notice is given within 60 days after the goods were delivered to the receiver.

Notice can be given to the sub-carrier who delivered the goods, or to the carrier.

Section 289 General Average Contribution, etc.
The provisions of Section 274 to 288 relating to the liability of the carrier for loss of or damage to goods apply correspondingly to the right of the receiver to refuse to pay a general average contribution and to the obligation of the carrier to reimburse the receiver for any general average contribution or any salvage reward which the latter may have paid.

The Liability of the Sender

Section 290 General Rule on Liability
The sender shall not be liable for losses caused to the carrier or sub-carrier, including damage to the ship, which have arisen without any fault or neglect on the part of the sender personally or of anyone for whom the sender is responsible. Nor shall anyone for whom the sender is responsible be liable for losses arising without any fault or neglect of him or her personally or that of anyone for whom he or she is responsible.
Section 291 Dangerous Goods

If the sender has delivered dangerous goods to the carrier or a sub-carrier without informing him or her of the dangerous properties of the goods and the necessary precautions in accordance with Section 257, and if the person receiving the goods is not otherwise aware of their dangerous properties, the sender shall be liable to the carrier and to any sub-carrier for costs and other losses in consequence of the carriage of such goods. The carrier or sub-carrier may, according to the circumstances, discharge the goods, render them innocuous, or destroy them with no obligation to pay damages.

A person who has received the goods into his or her custody while knowing its dangerous properties can not invoke the provisions of the first paragraph.

The carrier may according to the circumstances discharge, render innocuous or destroy goods which prove to be a danger to persons or property, with no obligation to pay damages.

Bills of Lading and other Transport Documents

Section 292 Bills of Lading

By a bill of lading (konnossement)1 is meant a document

1) which evidences a contract of carriage by sea and that the carrier has received or loaded the goods, and
2) which is designated by the term bill of lading or contains a clause to the effect that the carrier undertakes only to deliver the goods in exchange for the return of the document.

A bill of lading may be made out to a named person, to a named person or order, or to bearer. A bill of lading made out to a named person shall be regarded as an order bill of lading unless it contains a reservation in such terms as “not to order”2 or the like.

A bill of lading shall govern the conditions for carriage and delivery of the goods in the relation between the carrier and a holder of the bill of lading other than the sender. Provisions in the contract of carriage which are not included in the bill of lading can not be invoked against such a holder unless the bill of lading includes a reference to them.

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1 Both the words in Norwegian and in English appear in the original text.
2 Original: “ikke til ordre”.
Section 293 Through Bills of Lading

By a through bill of lading is meant a bill of lading which states that the carriage of the goods is to be performed by more than one carrier.

A person issuing a through bill of lading shall see to it that a separate bill of lading issued for part of the carriage states that the goods are being carried according to a through bill of lading.

Section 294 Right of the Shipper to a Bill of Lading

When the carrier has received the goods, the carrier shall at the request of the shipper issue a received for shipment bill of lading.

When the goods have been loaded, the shipper can demand a shipped bill of lading. If a received for shipment bill of lading was issued, it shall be returned when the shipped bill of lading is issued. A received for shipment bill of lading with an annotation of the name of the ship or ships onto which the goods have been loaded and the date of loading shall serve as a shipped bill of lading.

The shipper shall be entitled to request separate bills of lading for parts of the goods if this entails no significant inconvenience.

Section 295 Master’s Bill of Lading

A bill of lading signed by the master of the ship carrying the goods shall be deemed to have been signed on behalf of the carrier.

Section 296 Contents of the Bill of Lading

A bill of lading shall contain statements on:

1) the nature of the goods, including their dangerous properties, the necessary identification marks, the number of packages or pieces and the weight or otherwise expressed quantity of the goods, all as stated by the shipper;
2) the apparent condition of the goods and packing;
3) the name and principal place of business of the carrier;
4) the name of the shipper;
5) the receiver, if named by the shipper;
6) the loading port according to the contract of carriage and the date on which the carrier received the goods there;
7) the port of discharge according to the contract of carriage and any agreement concerning the time of the delivery of the goods there;
8) the number of originals, if the bill of lading was issued in more than one original;
9) the place where the bill of lading was issued;
10) the amount of the freight, if it is to be paid by the receiver, or a statement that freight will be paid by the receiver, and the other conditions for the carriage and delivery of the goods;
11) that the carriage is subject to the Convention, cf. the third paragraph of Section 254;
12) that, as the case may be, the goods shall or may be carried on deck;
13) any increased limitation of liability on which the parties may have agreed.

A shipped bill of lading shall also state the name and nationality of the ship, the place of loading, and the date when the loading was completed.

The bill of lading shall be signed by the carrier or a person acting on behalf of the carrier. The signature may be produced by mechanical or electronic means.

Section 297 Absence of Particulars in a Bill of Lading

A document which fulfills the requirements in the first paragraph of Section 292 is a bill of lading even if some of the information mentioned in Section 296 is missing.

Section 298 Carrier’s Duty of Inspection

The carrier shall to a reasonable extent check the accuracy of the information on the goods entered in the bill of lading according to subparagraph 1 of the first paragraph of Section 296. If the carrier has reasonable grounds for doubting the accuracy of the information or has not had a reasonable opportunity to check its correctness, the carrier shall make a reservation to that effect in the bill of lading.

Section 299 The evidentiary effect of a Bill of Lading

A bill of lading is evidence that the carrier has received the goods or, if a shipped bill of lading has been issued, that the carrier has loaded the goods as stated in the bill of lading in so far as no reservation has been made as mentioned in Section 298 or nothing to the contrary is shown. If the bill of lading lacks a statement of the apparent condition of the goods and packing, it shall unless the contrary is shown, be assumed that the goods were in good apparent condition.

A bill of lading which does not indicate the amount of freight or otherwise shows that freight will be paid by the receiver, cf. subparagraph 10 of the first paragraph of Section 296, shall be evidence that the receiver is not to pay freight unless the
contrary is shown. The same applies correspondingly if the amount payable for demurrage is not stated in the bill of lading.

If a third party in good faith has acquired a bill of lading in reliance on the accuracy of the statements in it, evidence to the contrary according to the first and second paragraphs shall not be admissible. If the carrier knew or ought to have understood that a statement concerning the goods was incorrect, the carrier can not invoke a reservation as mentioned in Section 298, unless the reservation expressly states that the information is incorrect.

Section 300 Liability for misleading Information in Bills of Lading

If a third party incurs a loss by acquiring a bill of lading in reliance on the accuracy of the information it contains, the carrier is liable if the carrier understood or ought to have understood that the bill of lading was misleading for a third party. No right of limitation of liability under this Chapter shall apply.

If the goods do not correspond to the statements in the bill of lading, the receiver can demand that the carrier state whether the shipper has undertaken to indemnify the carrier in respect of incorrect or incomplete information (letter of indemnity). If so, the carrier is obliged to acquaint the receiver with the contents of the undertaking.

Section 301 Guarantee by the Shipper

The shipper is responsible to the carrier for the accuracy of the statements relating to the goods entered in the bill of lading at the request of the shipper.

If the shipper has undertaken to indemnify the carrier for losses arising from the issuing of a bill of lading containing incorrect information or containing no reservation, the shipper shall nevertheless not be liable if the issuing was intended to mislead an acquirer of the bill of lading. Nor shall the shipper in such a case be liable according to the first paragraph.

Section 302 Apparent Authority of the Holder

The person who presents a bill of lading and, through its wording or, in the case of an order bill, through a continuous chain of endorsements or through an endorsement in blank, appears as the rightful holder, shall prima facie be regarded as entitled to take delivery of the goods.

If a bill of lading has been issued in more than one original, it is sufficient for delivery at the place of destination that
the receiver demonstrates authority by presenting one original. If the goods are delivered in another place, the other originals must also be returned, or security must be provided for claims that any holders of the other originals may bring against the carrier.

Section 303 Several Holders of Bills of Lading
If several persons claim delivery, each demonstrating authority through separate originals of the bill of lading, the carrier shall warehouse the goods in safe custody for the account of the rightful receiver. This shall immediately be made known to the claimants.

Section 304 Delivery against a Bill of Lading
The receiver can only demand delivery of he or she deposits the bill of lading and issues receipts as and when the goods are delivered.

When all the goods have been delivered, the bill of lading, duly receipted, shall be returned to the carrier.

Section 305 Delivery when a Bill of Lading has been Lost
A request to have a lost bill of lading declared null and void shall be made to a County or Town Court at the place where the goods are to be delivered. In other respects the provisions of Act of 18 December, 1959, No. 1 Relating to the Declaration of Nullification of Debt Instruments shall apply.

When the Court has decided to proceed with such a case, delivery of the goods can be demanded against security for claims which the holder of the lost bill of lading may bring against the carrier.

Section 306 Acquisition of a Bill of Lading in Good Faith
If a person appearing as the rightful holder, cf. the first paragraph of Section 302, transfers originals of an order or bearer bill of lading to several persons, the first person to receive an original in good faith is entitled to the goods. If the goods were delivered at the place of destination to the holder of another original, the latter shall not be obliged to surrender what he or she has already taken delivery of in good faith.

A person who in good faith has acquired an order or bearer bill of lading shall not be obliged to surrender it to the person who lost it.
Section 307 Right of Stoppage
The right of a seller in the event of breach of contract to prevent delivery of the goods to the buyer or the estate of the buyer or to demand their return, shall apply even though the bill of lading has been passed on to the buyer.

The right of stoppage can not be asserted against a third party who has acquired an order or bearer bill of lading in good faith.

Section 308 Sea Waybill
By sea waybill (sjøfraktbrev)1 is meant a document which:

1) evidences a contract of carriage by sea and that the carrier has received the goods, and
2) contains an undertaking by the carrier to deliver the goods to the receiver named in the document.

Even after a sea waybill has been issued, the sender can decide to have the goods delivered to someone other than the consignee named in the document. This shall not apply if the sender has waived this right as against the carrier or if the consignee has already asserted his or her right.

A bill of lading can be demanded according to Section 294 unless the sender has waived his or her right to name a different receiver.

Section 309 Contents and Evidentiary Effect of a Sea Waybill
A sea waybill shall contain statements on the goods received for carriage, the sender, the receiver and the carrier, the conditions of carriage, and the freight and other charges payable by the receiver. The third paragraph of Section 296 and Section 298 shall apply correspondingly.

Unless otherwise shown, the sea waybill shall be evidence of the contract of carriage and that the goods have been received as described in the document.

Disputes

Section 310 Jurisdiction and Arbitration Clauses
Any agreement in advance which limits the right of the plaintiff to have a legal dispute relating to the carriage of general cargo according to the present Chapter settled by legal

1 Both the words in Norwegian and in English appear in the original text.
proceedings, shall be invalid in so far as it limits the right of the plaintiff at his own discretion to bring an action before the Court at the place where:

a) the principal place of business of the defendant is situated, or place of residence if the defendant has no principal place of business;

b) the contract of carriage was concluded, provided the defendant has a place of business or an agent there through whom the contract was concluded:

c) the place of receipt for carriage according to the contract of carriage is situated; or

d) the agreed or actual place of delivery according to the contract of carriage is situated.

The provisions in the first paragraph shall not prevent an action from being brought before the Court of the place designated in the contract of carriage with a view to legal proceedings. After a dispute has arisen, the parties may agree on how to settle it.

If a bill of lading is issued pursuant to a charterparty which contains a provision concerning the settlement of disputes by legal proceedings or arbitration, but the bill of lading does not expressly state that the provision is binding on the holder of the bill of lading, the carrier can not invoke the provision against a holder of the bill of lading who has acquired it in good faith.

In this country an action concerning a contract for the carriage of general cargo in trade between two States can in any case be brought at the place or at one of the places to which the case has such a nexus as mentioned in the first paragraph or at another place in this country agreed on by the parties.

The provisions of the first and fourth paragraphs do not apply if neither the agreed place of receipt for carriage nor the agreed or actual place of delivery according to the third paragraph of Section 252 is in Norway, Denmark, Finland or Sweden, or if anything else follows from Act of 8 January, 1993, No. 21 Relating to the Incorporation in Norwegian Law of the Lugano Convention on Jurisdiction and Enforcement of Judgments in Civil and Commercial Cases.

The provisions of this Section do not preclude that decisions on provisional or protective measures are made in this country.

Section 311 Arbitration

Section 310 notwithstanding, the parties may agree in writing that disputes shall be settled by arbitration. It shall be regarded as part of the arbitration agreement that arbitration proceedings can be instituted at the discretion of the plaintiff in one of the States where a place as mentioned in the first paragraph of Section 310 is located, and that the arbitration tribunal shall apply the provisions of the present Chapter.
The second, third and sixth paragraphs of Section 310 shall apply correspondingly.

The provisions of the first paragraph do not apply if neither the agreed place of receipt for carriage nor the agreed or actual place of delivery according to the third paragraph of Section 252 is in Norway, Denmark, Finland or Sweden.

Chapter 14 Chartering of Ships

I General Provisions

Section 321 Scope of Application. Definitions

The provisions relating to chartering apply to the chartering of the whole or a part of a ship. The provisions relating to voyage chartering also apply to consecutive voyages unless otherwise stated.

For the purposes of the present Chapter, the following words shall have the following meanings:

- carrier, the person who, through a contract, charters out a ship to another (the charterer);
- shipper, the person who delivers the goods for loading;
- voyage chartering, chartering where the remuneration is to be calculated per voyage;
- consecutive voyages, a certain number of voyages to be performed after one another according to a chartering agreement in respect of a specific ship;
- time chartering, chartering where the remuneration is to be calculated per unit of time;
- part chartering, chartering under a charterparty for less than an entire ship or less than a full cargo.

The provisions of the present Chapter apply to contracts for the chartering of ships in domestic trade in Norway and in trade between Norway, Denmark, Finland and Sweden. For domestic trade in Denmark, Finland and Sweden, the law of the state where the carriage is performed shall apply.

In respect of chartering in trade not covered by the third paragraph, the provisions of the present Chapter apply when Norwegian law is applicable.

Section 322 Freedom of Contract

The provisions of the present Chapter do not apply in so far as anything to the contrary follows from the contract, practice established between the parties, or custom of the trade or other usage which must be considered binding upon the parties.
In connection with voyage chartering in domestic trade in Norway and in trade between Norway, Denmark, Finland and Sweden, the provisions of Section 347 can not be dispensed with by agreement to the detriment of a shipper, voyage charterer or receiver. The same applies to the provisions of subparagraph 7 of the first paragraph and the first period of the second paragraph of Section 501. Concerning restrictions on the freedom of contract in domestic trade in Denmark, Finland and Sweden, the law of the state in which the carriage is performed shall apply.

In connection with chartering as mentioned in the first and second paragraphs of Section 252, the provisions of Section 338 relating to the issuing of a bill of lading can not be dispensed with to the detriment of a shipper.

Nor can the provisions of the present Chapter be dispensed with by agreement when this follows from Section 325, cf. the second paragraph of Section 347 and the second paragraph of Section 383.

Section 323 Chartering of a Specific Ship. Full Cargo
If the chartering agreement is for a specific ship, the carrier can not perform it with another ship. If the contract gives the carrier the right to use another ship than the one agreed and otherwise to use other ships, the carrier can only offer a ship which is as suitable as the agreed ship. The right may be exercised several times.

If the contract is for an entire ship or a full cargo, the carrier may not carry goods for any one other than the charterer. This applies even if the ship has to sail in ballast to commence a new voyage.

Section 324 Assignment of a Chartering Agreement
If the charterer assigns his right according to a chartering agreement to someone else or subcharters the ship, the charterer remains responsible for the performance of the contract.

The carrier may not assign the chartering agreement without the consent of the charterer. If the charterer has consented, the liability of the carrier under the contract ceases.

Section 325 Tramp Bill of Lading
If the carrier issues a bill of lading for goods carried on the ship, the bill of lading shall govern the conditions for the carriage and delivery of the goods as between the carrier and a third party holder of the bill of lading. Provisions of the chartering agreement which are not included in the bill of lading can not be invoked against a third party unless the bill of lading includes a reference to them.
The provisions relating to bills of lading in Sections 295 to 307 also apply to a bill of lading as mentioned in the first paragraph. When it follows from Section 253 that the provisions of Chapter 13 shall apply to the bill of lading, the liabilities and rights of the carrier in relation to third parties are governed by the provisions of Section 274 to 290, cf. Section 254.

II Voyage Chartering

Introductory Provisions

Section 326 Freight
If the freight does not follow from the contract, the freight payable shall be that which was current at the time of the conclusion of the contract.

If other or more goods have been loaded than agreed, freight shall be paid for them at the rate current at the time of loading, but not less than the agreed freight.

Section 327 Seaworthiness
The carrier shall ensure that the ship is seaworthy, including that it is properly manned and equipped and that the holds, cool storerooms, refrigerated storerooms and other parts of the ship in which goods are loaded are in a proper condition for the reception, carriage and preservation of the goods.

Section 328 Voyage Charterer’s Choice of Loading and Discharging Ports
If the chartering agreement gives the voyage charterer the right to choose the loading or discharging port, the ship shall go to the port nominated by the charterer provided there is free access and the ship can lie safely afloat and without hindrance enter or depart with the cargo on board. The nomination of the port of discharge shall be made at the latest on the completion of the loading.

If the voyage charterer has ordered the ship to an unsafe port, the voyage charterer shall be liable for any damage caused to the ship thereby, unless the damage is not caused by the personal fault or neglect of the voyage charterer or that of anyone for whom the voyage charterer is responsible.

In respect of consecutive voyages, any right to choose which voyages the ship shall perform must be exercised so that the total lengths of laden voyages and ballast voyages are
essentially equal. Otherwise the voyage charterer shall be liable to pay damages for loss of freight.

The voyage charterer may not change his or her choice of port or voyage.

Section 329 Place of Loading

If no specific place of loading has been agreed, the ship shall be berthed at the loading place nominated by the voyage charterer, provided there is free access and the ship can lie safely afloat and without hindrance depart with the cargo on board.

If a place of loading has not been nominated in time, the ship may be berthed at any customary loading place. If this is not possible, the voyage carrier shall choose a berth where loading can reasonably take place.

Whether a particular loading place has been agreed or not, the voyage charterer can demand to have the ship shifted from one loading berth to another at his or her own expense.

Loading time

Section 330 The Loading Time

The voyage carrier is obliged to let the ship lie for loading for a given loading time which includes lay time and time on demurrage. When the chartering is on liner terms (linjefartsvilkår), no time on demurrage shall be included in the loading time.

Section 331 Length of Lay Time

The lay time shall be the time which, at the time of the conclusion of the chartering agreement, the loading can reasonably be expected to take. When the lay time is calculated, regard shall be had to the nature and size of the ship and cargo, the loading gear on board and in the port, and other similar circumstances.

The lay time is calculated under the clauses

1) fac (fast as can), on the basis of loading being performed as fast as the ship can receive the cargo with undamaged loading gear;

1 Both the words in Norwegian and in English appear in the original text.
2 The names of the clauses are written in English in the original text.
2) **faccop** (fast as can custom of the port), on the basis of loading being performed as fast as the normal loading methods of the port permit; or
3) **liner terms** (linjefartsvilkåar), on the basis of loading being performed as fast as normal for loading in the port in liner trade, plus any time lost due to congestion.

If a total loading and discharge time has been agreed, the lay time shall not expire until the total time has expired.

The lay time shall be calculated in working days and working hours. As a working day shall count weekdays on which the number of hours worked is the normal number for weekdays in that port, and as working hour each hour which can be used for loading on a weekday. For days on which fewer hours are worked than on working days, the number of hours shall be reckoned which are normally used for loading.

**Section 332 Commencement of Lay Time**

The lay time shall not begin to run until the ship is at its loading berth, ready to receive cargo, and the voyage carrier has given notice to that effect.

Notice can be given in advance, but not before the ship has reached the loading port. If it subsequently should appear that the ship was not ready to receive cargo, the time lost due to necessary preparations shall not be counted as lay time.

Notice shall be given to the shipper or, if he or she can not be found, to the voyage charterer. If neither the shipper nor the voyage charterer can be found, notice shall be regarded as having been given when sent in an appropriate manner.

The time shall be calculated either from the time when work in the port normally begins in the morning, or from the end of the mid-day break. Notice must have been given in the former case no later than one hour before the end of office hours on the previous working day, and in the latter case by ten o’clock in the morning of the same day.

**Section 333 Hindrances**

If the ship cannot be berthed at the loading place owing to a hindrance on the part of the voyage charterer, notice of readiness can nevertheless be given with the effect that the lay time commences to run. The same applies in the event of congestion and also in the event of other hindrances which the voyage carrier could not reasonably have taken into account at the time when the contract was concluded.

The lay time does not include time lost owing to a hindrance on the part of the voyage carrier. The same applies to time lost because the ship, owing to circumstances which the voyage
carrier could reasonably have taken into account at the time when the contract was concluded, has been berthed in a loading place which is not customary. On the other hand, time lost in shifting the ship shall be included.

Section 334 Time on Demurrage

Time on demurrage is the time after the expiry of the lay time which the ship has to remain berthed in order to be loaded, unless the length of the time on demurrage has been specified in the contract.

Demurrage is calculated in running days and hours from the expiry of the lay time. The second paragraph of Section 333 shall apply correspondingly.

Section 335 Compensation for Time on Demurrage

The voyage carrier is entitled to special compensation for the time on demurrage. The amount is determined having regard to the freight and the increase or reduction in the voyage costs of the carrier which follows from the ship being at rest.

Payment is due on demand.

If the compensation is not paid or security provided, the voyage carrier shall be entitled to make a note of the claim in the bill of lading. If the voyage carrier does not do so, he or she may set a reasonable time limit for payment. If the amount is not paid within the time limit, the voyage carrier shall be entitled to cancel the chartering agreement and claim damages under ordinary contractual rules for losses resulting from the cease of the voyage.

Loading

Section 336 Loading and Stowage

If nothing else follows from any custom of the port, the voyage charterer shall deliver the goods at the ship’s side and the voyage carrier shall take it on board. Under the clauses:

1) **fio** (free in and out), the voyage charterer shall provide for the loading;
2) **liner terms** (linjefarsvilkår), the voyage carrier shall provide for the loading.

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1 Both the words in Norwegian and in English appear in the original text.
The voyage carrier shall provide ceiling and other necessities for stowage, and shall carry out the stowage.

With respect to deck cargo, Section 263 shall apply correspondingly.

If, because of circumstances which the voyage carrier could reasonably have taken into account at the time when the contract was concluded, the ship is placed in a berth which is not customary, the voyage carrier is liable for the increased expenses in consequence thereof.

Section 337 Delivery of the Goods
The goods shall be delivered and loaded with due dispatch. They shall be delivered in such a manner and condition that they can easily and safely be taken on board, stowed, carried and discharged.

The provisions of Sections 256 to 259 shall apply correspondingly.

Section 338 Shipped Bill of Lading
When the goods have been loaded, the voyage carrier or the master or the person otherwise authorized by the voyage carrier shall, at the request of the shipper, issue a shipped bill of lading, provided the necessary documents and information have been made available.

The shipper shall be entitled to request separate bills of lading for various parts of the goods unless this entails no significant inconvenience.

If a bill of lading is issued containing other terms than those stated in the chartering agreement, and this increases the voyage liability of the carrier, the voyage charterer shall hold the voyage carrier harmless.

The Voyage

Section 339 The Voyage Carrier’s Duty of Care
The voyage shall be performed with due dispatch and otherwise with due care. The provisions of Sections 262, 266 and 267 shall apply correspondingly.
Section 340 Deviation. Substitute Port

Deviation is only permitted for the purpose of rescuing persons or salvaging ships or cargo or on other reasonable grounds.

If hindrances arise which prevents the ship from reaching its port of discharge and discharging the cargo, or from doing so without unreasonable delay, the voyage carrier may instead choose another reasonable port of discharge.

Section 341 Distance Freight

If part of the voyage has been performed when the chartering agreement is cancelled or ceases or when for some other reason the goods are discharged in a port other than the agreed port of discharge, the voyage carrier shall be entitled to distance freight. Section 344 shall apply correspondingly.

Distance freight is the agreed freight less an amount calculated on the basis of the proportion of the remaining distance to the length of the agreed voyage. Regard shall also be had to the duration and the special costs of such voyages. Distance freight can not exceed the value of the goods.

Either party can demand to have the distance freight calculated by an average adjuster. A dispute as to the correctness of the decision of the average adjuster can be brought before the Courts of law.

Section 342 Dangerous Goods

If dangerous goods have been loaded and the voyage carrier was not aware of their dangerous properties, the voyage carrier may, according to the circumstances, discharge the goods, render them innocuous or destroy them with no obligation to pay damages. The same applies even if the voyage carrier was aware of the dangerous properties of the goods, if danger to any person or property subsequently arises which makes it unjustifiable to keep the goods on board.

Discharge and Delivery of the Goods, etc.

Section 343 Discharge

With regard to the discharge berth, discharge time and the discharge of the goods, the provisions of Sections 329 to 337 shall apply correspondingly. What is stated there concerning the voyage charterer shall apply to the receiver of the goods.

The person who demonstrates authority as receiver shall be entitled to inspect the goods before taking reception of them.
If there are more than one receiver for goods carried under the same chartering agreement, they may not nominate a discharge berth or demand that the ship be shifted unless they all agree.

Increased costs resulting from damage to the goods or the need to dispose of them because of damage shall be paid by the voyage charterer if the damage is due to the nature of the goods or to the fault or neglect on the part of the voyage charterer. Under fio (free in and out) terms, the voyage charterer shall carry the costs unless the voyage carrier is liable for the damage according to the provisions of Section 347.

Section 344 Freight for Goods no Longer in Existence
Freight can not be claimed in respect of goods which no longer exist at the end of the voyage, unless the loss is a consequence of the nature of the goods itself, insufficiency of packing or fault or neglect on the part of the voyage charterer, or if the voyage carrier has sold them for the account of the owner or has discharged them, rendered them innocuous or destroyed them pursuant to Section 342.

Freight paid in advance shall be repaid if the voyage carrier according to the first paragraph is not entitled to freight.

Section 345 The Receiver’s and the Voyage Charterer’s Liability for Freight. Right of Retention
By taking delivery of the goods, the receiver becomes liable for freight and other claims according to the provisions of Section 269.

The voyage carrier may in any event demand payment from the voyage charterer according to the provisions of Section 273.

The voyage carrier has a right of retention according to the provisions of Section 270.

Section 346 Warehousing of the Goods
If the receiver fails to satisfy the conditions for delivery of the goods, or delays the discharge so that it can not be completed by the agreed time or otherwise without unreasonable delay, the voyage carrier has the right to discharge the goods and warehouse them in safe custody on the account of the receiver. The receiver shall be notified of the warehousing.

If the receiver refuses to take delivery of the goods or is not known or can not be found, the voyage carrier shall notify the voyage charterer as quickly as possible. If the receiver does not appear soon enough to permit completion of discharge in time, the voyage carrier shall discharge and warehouse the
goods. The receiver and the voyage charterer shall be notified of the warehousing.

A notification according to the first and second paragraphs shall state a reasonable time limit after the expiry of which the voyage carrier may sell or otherwise dispose of warehoused goods. Section 272 shall apply to the sale of or other measures adopted in respect of the goods.

Section 347 Cargo Damage. Delayed Delivery

The voyage carrier shall be liable according to the provisions of Sections 274 to 285 and 287 to 289 for losses resulting from loss of or damage to or delay of goods in the custody of the voyage carrier. The provisions relating to domestic trade in Norway in the third paragraph of Section 276 and the second paragraph of 280 do not apply. The provisions of Section 286 shall apply correspondingly.

A receiver who is not the voyage charterer shall be entitled to damages according to the first paragraph. If the receiver holds a bill of lading issued by the voyage carrier, the receiver can also invoke the provisions of Section 325.

Breach of Contract and Hindrances on the Part of the Voyage Carrier

Section 348 Cancelling Time

If a ship is to be ready for loading by a certain time (the cancelling time), the voyage charterer shall be entitled to cancel the chartering agreement if the ship is not ready for loading or notice of readiness to load has not been given before that time.

If the voyage carrier gives notice that the ship will arrive after the cancelling time, and states when it will be ready for loading, the voyage charterer must cancel the contract without undue delay. If the contract is not cancelled, the stated time will be the new cancelling time.

Section 349 Delay and other Breach of Contract

The voyage charterer shall be entitled to cancel the chartering agreement because of delay or other breach of contract on the part of the carrier provided the breach of contract is substantial.

Once loading has been carried out, the voyage charterer shall not be entitled to cancel the contract in so far as discharging the goods would entail significant loss or inconvenience to
other charterers. In the case of consecutive voyages, the voyage charterer shall not be entitled to cancel in respect of a single voyage unless its performance is insignificant for the voyage carrier in relation to the remaining voyages.

If the voyage charterer wishes to cancel the contract, he or she must give notice thereof without undue delay after he or she must be assumed to have learned of the breach of contract. If the voyage charterer fails to do this, the right of cancellation shall be lost.

Section 350 Loss of the Ship

If the chartering agreement is for a named ship and it is lost or damaged beyond repair, the voyage carrier shall not be obliged to perform the voyage. In such cases, the voyage carrier shall not be entitled to perform the voyage with another ship, even if the contract permits him or her to use another ship than the contracted one.

Section 351 The Voyage Carrier’s Liability for Damages

If, as a result of delay or other breach of contract on the part of the voyage carrier, losses occur which are not covered by Section 347, Sections 275 and 276 shall apply correspondingly. The provision relating to domestic trade in Norway in the third paragraph of Section 276 does not apply.

Breach of Contract and Hindrances on the Part of the Voyage Charterer

Section 352 Renunciation before Loading

If the voyage charterer renounces the chartering agreement before loading has commenced, or has failed on the completion of loading to deliver all the goods covered by the contract, the voyage carrier shall be entitled to damages for loss of freight and other damage. In the case of consecutive voyages, renunciation in respect of a single voyage is allowed only if its performance is insignificant for the voyage carrier in relation to the remaining voyages.

When the amount of damages is to be fixed, regard shall be had to whether the carrier failed without due cause to bring other goods.

Damages can not be claimed if delivery or carriage of the goods or its importation into its destination must be considered precluded because of circumstances which the voyage charterer ought not to have taken into account at the time when the contract was concluded, such as export or import bans or other
measures adopted by public authorities, accidental destruction of all goods of the kind covered by the contract, or similar circumstances. The same applies if the contract relates to specific goods which are accidentally destroyed.

If the voyage charterer wishes to invoke a circumstance as mentioned in the third paragraph, he or she must give notice of this without undue delay. If the voyage charterer fails to do so, her or he shall be obliged to compensate the losses caused thereby.

Section 353 Right of Cancellation
If the voyage charterer can renounce the chartering agreement without incurring liability for damages, cf. the third paragraph of Section 352, the voyage carrier shall be entitled to cancel the contract provided he or she gives notice thereof without undue delay.

If the voyage charterer does not deliver all the goods covered by the contract, the voyage carrier may set a reasonable time limit within which the voyage charterer shall pay damages or provide security. If the claim has not been paid by the time limit, the voyage carrier shall be entitled to cancel the contract. The voyage carrier shall moreover be entitled to damages according to Section 352 unless the voyage charterer is not liable for not having delivered the missing goods.

Section 354 Renunciation after Loading
After loading has been performed, the voyage charterer can not demand that the goods be discharged or the voyage interrupted if that would entail significant loss or inconvenience to the voyage carrier or other charterers. The provisions of Section 352 and 353 shall apply correspondingly.

Section 355 Delays in Loading
If the time on demurrage has been agreed and on the expiry of the loading time the voyage charterer has not delivered the goods or only delivered part of them, the provisions of Sections 352 and 353 shall apply correspondingly. The same applies when the contract contains a liner terms clause and the lay time has expired.

If the time on demurrage has not been agreed, but loading is so delayed as to cause the voyage carrier significant loss or inconvenience even though demurrage is paid, the voyage carrier shall be entitled to cancel the contract or, if some goods have already been delivered, declare the loading completed. In such a case, the provisions of Sections 352 and 353 shall apply correspondingly.
Section 356 Other Delays

If the ship is delayed after loading or during the voyage as a consequence of circumstances on the part of the voyage charterer, the voyage carrier shall be entitled to damages unless the delay is not due to the fault or neglect of the voyage charterer or anyone for whom the voyage charterer is responsible. The same shall apply correspondingly if the ship is delayed during discharge because it is impossible for the voyage carrier to warehouse the goods in accordance with Section 346.

If in the case of consecutive voyages freight, demurrage or other claims according to the chartering agreement are not paid when due, the voyage carrier may set a reasonable time limit for payment. If the claim is not paid by the time limit, the voyage carrier shall be entitled to suspend the performance or cancel the contract. The voyage carrier shall be entitled to damages under ordinary contractual rules for losses sustained because of the suspension or, if the contract is cancelled, because the remaining voyages cease.

Section 357 Damage Caused by the Goods

If the goods have caused losses to the voyage carrier or damage to the ship, the voyage charterer shall be obliged to pay damages if the damage is caused by the personal fault or neglect of the voyage charterer or that of anyone for whom the voyage charterer is responsible. The same applies in the event of damage to other goods on board the ship.

Cease of Chartering Agreements

Section 358 War Risk

If after the conclusion of a chartering agreement it appears that the voyage will entail danger to the ship, persons on board or the cargo because of war, blockade, insurrection, civil commotion or piracy or other armed violence, or that such a risk is significantly increased, both the voyage carrier and the voyage charterer shall be entitled to cancel the contract without liability for damages, even if the voyage has commenced. The party intending to cancel must give notice of this without undue delay. Failing this, that party shall be liable to damages for the losses caused thereby.

If the risk can be averted by leaving behind or discharging part of the goods, the contract can only be cancelled in respect of that part. Provided it does not cause significant loss or inconvenience to other charterers, the voyage carrier may nevertheless cancel the entire contract if damages is not paid or security provided at his or her request for loss of freight and other losses.
Section 359 Consecutive Voyages

In the case of consecutive voyages, cancellation according to Section 358 in respect of a single voyage is allowed only if its performance is insignificant in relation to the remaining voyages.

If the chartering agreement entitles the voyage charterer to choose which voyages the ship is to perform, cancellation according to Section 358 can only take place if the danger has a significant bearing on the fulfillment of the contract.

Section 360 Costs of Delay

If after loading has commenced the ship is delayed because of danger as mentioned in Section 358, either in the port of loading or in another port on the voyage, the costs of the delay shall be regarded as general average costs and apportioned among the ship, the freight and the cargo according to the rules governing general average. If the chartering agreement is cancelled, however, this shall not apply to costs accruing after that time.

Section 361 Expiry of the Contract Period for Consecutive Voyages

If the ship has been chartered for as many voyages as it can perform within a stated period, and if before the expiry of that period the voyage charterer has been notified that the ship is ready to take on cargo, the voyage shall be performed even if this entails performance entirely or partly after the expiry of the contract period.

If it is evident that the ship can not reach the port of loading and be ready for loading before the expiry of the contract period, the voyage carrier shall not be obliged to send the ship to the port of loading.

If the voyage carrier gives notice that the ship may reach the loading port too late and requests instructions, the voyage charterer can decide either that the voyage shall be performed under the chartering agreement, or that the contract shall expire. If the voyage charterer fails to order the completion of the voyage without undue delay after receiving the notification, the contract shall expire.
III Quantity Contracts

Section 362 Scope of Application
The provisions relating to quantity contracts apply to carriage by ship of a definite quantity of goods divided into several voyages within a given period.

If it has been agreed that the voyages are to be performed consecutively by a specific ship, the provisions shall however not apply.

Section 363 Right to Choose Quantities
If the contract allows latitude as to the total quantity of goods to be carried, the charterer shall have the right to choose.

If the contract allows latitude as to the quantity to be carried on each voyage, the carrier shall have the right to choose.

Section 364 Shipment Schedules
The charterer shall draw up shipment schedules for periods of reasonable length in relation to the period to which the contract applies, and inform the carrier of the schedule in good time.

The charterer shall see that the quantity covered by the contract is reasonably divided over the contract period. Regard shall be had to the size of the ship to be used.

Section 365 Notice of Shipment
The charterer shall give reasonable advance notice of shipments. The notice shall state when, at the latest, the goods will be ready for shipment.

Section 366 Nomination of Ships
When notice of a shipment has been given, the carrier is obliged to provide a ship suitable for the timely performance of the voyage. The carrier shall give the charterer reasonable notice of which ship is to perform the voyage, and of its cargo capacity and expected time of arrival at the loading port.

The carrier is not obliged to provide a ship for goods which are not ready for loading by the expiry of the contract period, unless the delay is caused by circumstances beyond the control of the charterer and is not significant.
Section 367 Performance of Voyages

When the carrier has given notice according to Section 366, the provisions relating to voyage chartering or carriage of general cargo shall apply to the carriage to be performed.

If the carrier no longer has an obligation to perform a single voyage because of circumstances for which the carrier is responsible, the charterer shall be entitled to demand carriage of the goods or of a corresponding quantity of new goods.

If the cease of the voyage gives grounds for assuming that subsequent voyages will not be performed without significant delay, the charterer shall be entitled to cancel the contract for the remainder.

Section 368 Delayed Notice of Shipments and of the Schedule of Shipments

If the charterer fails to give timely notice of a shipment, the carrier may set a reasonable additional time limit. If the time limit is exceeded, the carrier shall be entitled to either give notice of a ship according to Section 366 and in accordance with the current shipment schedule, or cancel the contract for the voyage in question.

If the delay gives reason to expect significant delays in notices of subsequent shipments, the carrier shall be entitled to cancel the contract for the remainder.

The carrier shall be entitled to damages unless the delay was due to circumstances as mentioned in the third paragraph of Section 352.

If the charterer fails to give the carrier timely notice of the shipment schedule, the carrier may set a reasonable additional time limit. If the time limit is exceeded, the carrier shall be entitled to cancel the contract for the remaining part. The third paragraph applies correspondingly.

Section 369 Delayed Nomination of a Ship

If the carrier fails to give timely notice of the ship, the charterer may set a reasonable new time limit. If the time limit is exceeded, the charterer shall be entitled to cancel the contract for the voyage in question.

If the delay gives reason to expect significant delays in notices of ships for subsequent shipments, the charterer shall be entitled to cancel the contract for the remainder.

The charterer shall be entitled to damages unless the delay was due to a hindrance beyond the control of the carrier which the carrier could not reasonably be expected to have taken into
account at the time when the contract was concluded, or the consequences of which he or she could not reasonably have prevented or overcome.

Section 370 Overdue Payment of Freight, etc.
If freight, demurrage or other claims according to the contract are not paid when due, the carrier may set a reasonable time limit for payment. If the claim has not been met by the expiry of the time limit, the carrier shall be entitled to suspend the performance of the contract or, if the delay constitutes a substantial breach of contract, cancel the contract.

The carrier shall be entitled to damages according to ordinary contractual rules for losses following from the suspension of the performance or, if the contract is cancelled, from the cease of the remaining voyages.

On completing a voyage under the contract, the carrier has a right of retention of cargo for the amounts outstanding according to the contract. In relation to a third party who holds a bill of lading issued by the carrier, this only applies if the claim has been entered on the bill of lading, cf. Section 325.

Section 371 War Risk
If during the contract period war breaks out or warlike conditions or a significant increase in the risk of war arise, and this has a significant bearing on the performance of the contract, both the voyage carrier and the voyage charterer shall be entitled to cancel the contract without liability for damages.

The party intending to cancel the contract must give notice of this without undue delay. Failing this, that party shall be liable to damages for the losses caused thereby.

IV Time Chartering

Delivery of the Ship

Section 372 Condition and Equipment of the Ship
The time charter carrier shall place the ship at the time disposal of the charterer at the agreed place and time.

The time charter carrier shall when delivering the ship ensure that its condition, mandatory certificates, manning, victualling
and other equipment satisfy the requirements of ordinary trade in the trading area stipulated in the chartering agreement.

The ship shall moreover carry enough fuel to enable it to reach the nearest convenient bunkering port. The time charterer shall take over the bunker fuel and pay for it at the price current at that port.

Section 373 Survey
On delivery of the ship, both the time charter carrier and the time charterer may request a normal survey of the ship, its equipment, and its fuel supply.

Each of the parties shall pay half the costs, including time lost in connection with the survey.

Unless the contrary is shown, the survey report is evidence of the condition of the ship and its equipment and fuel supply.

Section 374 Delivery of the Ship at Sea
If the parties have agreed that the ship is to be delivered at sea, the time charter carrier shall notify the time charterer of the delivery, stating the position of the ship and the time of the delivery.

Survey as mentioned in Section 373 shall be carried out at the first port of call of the ship after delivery. If defects are shown, freight shall not be paid for the time lost in making the defects good. If the chartering agreement is cancelled by the time charterer according to Section 376, the time charter carrier shall lose his claim to hire from the time of delivery.

Section 375 Cancelling Time. Delayed Delivery
If according to the chartering agreement a ship is to be ready for loading by a certain time (the cancelling time), the time charterer shall be entitled to cancel the chartering agreement if the ship is not ready for loading or notice of readiness to load has not been given before that time. The same applies correspondingly if the ship is otherwise to have been delivered by a date specified in the contract.

If the time charter carrier gives notice that the ship will arrive late and states when it will be ready for loading or delivery, the time charterer must cancel without undue delay. If the contract is not cancelled, the stated time will be the new cancelling time.

If in other cases the ship is delivered too late, the time charterer shall be entitled to cancel the contract if the delay constitutes a substantial breach of contract.
Section 376 Defects in the Ship
If on delivery there are defects in the ship or its equipment, the time charterer shall be entitled to claim a reduction of freight or, if the breach of contract is substantial, to cancel the contract. This shall not apply if the defect is made good by the time charter carrier without such delay as would entitle the time charterer to cancel the contract according to Section 375.

Section 377 Liability for Damages
The time charterer shall be entitled to damages in respect of losses resulting from late delivery or defects on delivery unless the delay or defect is not due to the fault or neglect of the time charter carrier or anyone for whom the time charterer is responsible. The time charterer shall also be entitled to damages for losses resulting from the ship’s lack of characteristics or equipment at the time of the conclusion of the contract which must be regarded as having been guaranteed.

Performance of the Voyages

Section 378 The Time Charterer’s Right of Disposal
During the period of the charter the time charter carrier shall perform the voyages ordered by the time charterer in accordance with the chartering agreement. The second paragraph of Section 372 shall apply correspondingly.

The time charter carrier shall, however, not be obliged to perform a voyage which exposes the ship, persons on board or the cargo to danger in consequence of war, warlike conditions, ice or other danger or significant inconvenience which the time charter carrier could not reasonably have foreseen at the time when the contract was concluded.

The time charter carrier is not obliged to carry easily flammable, combustible, corrosive or other dangerous goods unless they are delivered in such a condition that they can be carried and delivered in accordance with the requirements and recommendations of the authorities of the country where the ship is registered, the country where the owner has his or her principal place of business, and the ports of call included in the voyage. Nor is the time charter carrier obliged to carry live animals.

Section 379 Duty to inform
The time charter carrier shall keep the time charterer informed of all matters of importance to the time charterer relating to the ship and the voyages. The time charterer shall inform the time charter carrier of planned voyages.
Section 380 Fuel
The time charterer shall keep the ship supplied with fuel and water for its engines. The time charterer shall be responsible for supplying fuel which meets the agreed specifications.

Section 381 Loading and Discharging, etc.
The time charterer shall provide and pay for the reception, loading, stowing, trimming, securing, discharging and delivery of the cargo. The cargo must be stowed so as to ensure that the ship is stable and the cargo is secure. To the extent required for the safety and stability of the ship, the time charterer shall follow the instructions of the time charter carrier as to the allocation of the cargo.

The time charterer can request such assistance from the master and crew as is usual in the trade in question. Overtime and other special expenses in connection with such assistance shall be paid by the time charterer.

If the time charter carrier incurs liability for damages as a result of the loading, stowing, trimming, securing, discharging or delivery of the cargo, the time charterer shall indemnify the time charter carrier unless the loss was due to the participation of the master or crew or to other circumstances for which the time charter carrier is responsible.

Section 382 Bill of Lading
The time charter carrier shall issue bill of lading for the goods loaded for the voyage the ship is to perform, with the conditions usual in the trade in question. If the time charter carrier thereby incurs liability to the holder of the bill of lading in excess of the liability according to the chartering agreement, the time charterer shall hold the time charter carrier harmless.

The time charter carrier is not obliged to obey instructions from the time charterer to deliver the goods to a non-authorized receiver, or otherwise contrary to the bill of lading, if to do so would be contrary to upright dealing and good faith. The time charter carrier can in any event demand security for any liability which such delivery may entail.

Section 383 Cargo Damage. Delayed Delivery
The time charter carrier shall be liable to the time charterer according to the provisions of Sections 274 to 285 and 287 to 289 for losses resulting from the loss of, damage to or delay of goods while they are in the custody of the time charter carrier. The provisions relating to domestic trade in Norway in the third paragraph of Section 276 and the second paragraph of Section 280
do not apply. The provisions of Section 286 shall apply correspondingly.

A receiver who is not the time charterer shall also be entitled to damages according to the first paragraph. If the receiver holds a bill of lading issued by the time charter carrier, the receiver may also invoke the provisions of Section 325.

Section 384 Delay and other Breach of Contract on the Part of the Time Charter Carrier

If the ship is not kept seaworthy or otherwise in the condition as stipulated in the contract, or if the voyages are not timely performed, or if there are other breaches of contract on the part of the time charter carrier, the time charterer shall be entitled to cancel the chartering agreement if as a result of the breach the purpose of the contract will be essentially frustrated. If the time charterer wishes to cancel the contract, he or she must give notice of this without undue delay after the time when he or she learned or must be assumed to have learned of the breach of contract. If the time charterer does not do so, the right of cancellation shall be lost.

The time charterer shall be entitled to damages for losses caused by the loss or damage beyond repair of the ship or by failure to keep it seaworthy and otherwise in the condition stipulated in the contract, if this is due to fault or neglect of the time charter carrier or anyone for whom the time charter carrier is responsible. The same applies to losses due to fault or neglect in connection with assistance as mentioned in the second paragraph of Section 381, with the carrying out of the orders of the time charterer, or with other breaches of contract.

Section 385 Damage to the Ship

The time charter carrier shall be entitled to damages for damage to the ship caused by the fault or neglect of the time charterer or anyone for whom the time charterer is responsible.

If the damage arises because the time charterer has ordered the ship to an unsafe port, the time charterer shall be liable unless the damage is not caused by the personal fault or neglect of the time charterer or that of anyone for whom the time charterer is responsible.

Section 386 General Average. Salvage

The general average contribution in respect of the freight shall be paid by the time charterer. The same applies to contributions apportioned to bunker fuel and other equipment on board belonging to the time charterer. If general average contribution is made in respect of expenses or loss suffered by the time
charterer, the time charterer shall be entitled to the compensation.

The time charter carrier may rescue persons without the consent of the time charterer. The time charter carrier may also salvage ships and other property provided this does not unreasonably affect the time charterer. Of the time charter carrier’s portion of the net salvage reward or net special compensation, cf. the second paragraph of Section 456, the time charterer shall be entitled to one third.

Section 387 Voyage Expenses

The time charterer shall meet all the expenses for the performing of voyages which shall not according to the provisions of this Chapter be met by the time charter carrier.

Redelivery of the Ship

Section 388 Redelivery. Survey

The time charterer shall redeliver the ship to the time charter carrier at the agreed place and time.

The provisions of the third paragraph of Section 372, Section 373, and the first paragraph and first period of the second paragraph of Section 374 shall apply correspondingly to redelivery of the ship. This also applies when the chartering agreement has been cancelled or has ceased before the expiry of the charter period.

Section 389 Exceeding the Charter Period

Unless a fixed period has been agreed for redelivery, the time charter carrier shall be obliged to commence a new voyage although this may exceed the agreed time for redelivery. This does not apply if the overlap is longer than what can be considered reasonable.

For excess of time as is permissible according to the first paragraph, the time charterer shall pay the agreed hire. For other excess of time, the time charterer shall pay the current hire, but not less than the agreed hire, plus damages according to ordinary contractual rules for other losses incurred by the time charter carrier as a result of the delay.
Time Charter Hire

Section 390 Payment of Hire
Hire is payable in advance for thirty days at a time.

If the time charterer requests that the hire be offset against a disputed claim, he or she shall nevertheless pay the hire if the time charter carrier provides security for the claim. The time charterer can however not demand security for a larger amount than the hire he or she pays.

Section 391 Delayed Payment of Time Charter Hire
If hire is not paid when due, the time charterer shall pay default interest from the due date together with the next payment of hire.

The time charter carrier shall notify the time charterer if hire is not paid when due. When the notification has been sent, the time charter carrier shall be entitled to suspend performance of the chartering agreement, including refusing to load the goods or to issue a bill of lading. If payment is not received within 72 hours after the sending of the notification, the time charter carrier shall be entitled to cancel the contract.

If the time charter carrier has suspended performance of the contract or cancelled it, he or she shall be entitled to damages unless the time charterer shows that the delay in the payment was due to an interruption of communications or transfers of payment or some other hindrance beyond the control of the time charterer and which the time charterer could not reasonably have been expected to foresee at the time of the conclusion of the contract or the consequences of which he or she could not reasonably have been expected to avoid or overcome.

If the time charterer fails to pay hire which has fallen due, the time charter carrier can demand that the time charterer assigns to the time charter carrier any freight claims which the time charterer may have in connection with subchartering of the ship.

Section 392 Off hire
Hire shall not be paid for time lost to the time charterer in connection with salvage, maintenance of the ship, or the repair of damage for which the time charterer bears no responsibility, or otherwise because of matters pertaining to the time charter carrier.

The same applies correspondingly to the obligation of the time charterer to cover expenses relating to the operation of the ship.
Termination, etc.

Section 393 Loss of the Ship
If the ship is lost or damaged beyond repair, the chartering agreement ceases even if the time charter carrier should be entitled under the contract to substitute another ship for the one agreed. The same applies in the event of a requisition or similar intervention if it has a significant impact on the fulfillment of the contract.

If the ship is lost and the time of the accident can not be ascertained, time charter hire shall be paid for 24 hours after the ship was last heard of.

Section 394 War, etc.
If a ship is in a port or other area where war breaks out, warlike conditions arise, or there is a significant increase in the risk of war, the time charter carrier may immediately remove the ship from the area into safety.

In addition to the time charter hire, the time charterer shall cover any increase in the ship’s war insurance premium occasioned by voyages ordered by the time charterer. The same applies to war risk bonuses to the crew.

If during the contract period war breaks out, warlike conditions arise, or there is a significant increase in the risk of war, and this has a significant bearing on the fulfillment of the chartering agreement, both the time charter carrier and the time charterer shall be entitled to cancel the contract without incurring liability for damages.

The party intending to cancel the contract must give notice of this without undue delay. Failing this, that party shall be liable to damages for the losses caused thereby.

Chapter 15 Carriage of Passengers and their Luggage

I Introductory Provisions

Section 401 Definitions
In this Chapter the term carrier shall mean a person who by contract, commercially or for remuneration, undertakes to carry passengers or passengers and their luggage by ship. The carrier can be a reder, a charterer (sub-carrier) or other person.
The term passenger shall mean the person who is to be carried or is being carried by ship pursuant to a contract of carriage, and a person who with the consent of the charterer is accompanying a vehicle or live animals covered by a contract for the carriage of goods.

The term luggage shall mean any article, including a vehicle, which is carried in connection with a contract for the carriage of passengers. The provisions regarding luggage shall not apply if the goods are carried pursuant to a charterparty, bill of lading or other document commonly used in connection with the carriage of goods. Cabin luggage comprises luggage which the passenger has in his or her cabin, in his or her custody, or in his or her vehicle.

Section 402 Dispensability
Except for Section 408 and that which follows from Sections 430 to 432, the provisions of this Chapter shall apply only in so far as nothing to the contrary has been agreed or follows from custom.

Section 403 Carriage by Other Means of Transport
The provisions of this Chapter shall not apply in so far as the carriage is subject to any international convention on carriage by other means of transport.

Section 404 Liability towards Others on Board the Ship
In the event that someone traveling on board a ship without being a passenger or a member of the crew is killed or suffers damage as mentioned in Sections 418 and 419, the provisions relating to the carrier’s defenses and limitation of liability apply correspondingly for the benefit of anyone on the part of the reder against whom a claim for damages is made.

II The Carriage

Section 405 Duties of the Carrier
The carrier shall ensure that the ship is seaworthy at the commencement of the voyage and at all times during the voyage, including that it is sufficiently equipped, manned and victualled. The carrier shall also in all other respects safeguard the carriage of the passengers and their luggage and otherwise take due care of the interests of the passengers.

Luggage shall not be carried on deck except as authorized by agreement or custom.
The voyage shall be performed with due despatch. Deviation is permissible only for the purpose of saving human life or the salvage of ships or goods or for any other reasonable purpose.

Section 406 Performance by a Ship other than that agreed
If the contract of carriage is for a named ship, the carrier can not perform the contract with another ship.

Section 407 Assignment of a Passenger’s Rights
If a person has been named as the passenger in the contract, he or she can not assign his or her rights under the contract to anyone else. After the commencement of the voyage the passenger can in no event assign his or her rights.

If the carriage is part of a package tour, cf. Section 2-1 of the Package Tours Act, the first paragraph shall not prevent a passenger from assigning his or her rights according to Section 4-4 of the Package Tours Act.

Section 408 The Duties, etc, of the Passenger
A passenger is obliged to comply with regulations relating to good order and safety on board.

The provisions contained in the Seamen’s Act Sections 48 and 49 as to the right to use force against the crew and as to the taking of testimony shall apply correspondingly to passengers.

Section 409 Luggage. Passengers’ Duty of Disclosure
A passenger can bring a reasonable amount of luggage.

If the passenger knows that the luggage is of a nature as may make it dangerous or a significant inconvenience to people, ships or other goods, the passenger is obliged to inform the carrier thereof before the commencement of the voyage. The same applies if luggage other than cabin luggage must be handled with special care. Luggage of the nature mentioned in this paragraph shall as far as possible be specially marked before the voyage begins.

Section 410 Dangerous Luggage
The carrier can forbid the passenger to bring luggage which may cause damage or significant inconvenience to people, ships or other goods.

If such luggage has been taken on board and the carrier did not know its nature, the carrier may, according to the
circumstances, discharge, render innocuous or destroy the luggage without liability to compensate the loss caused thereby. The same applies even if the carrier knew the nature of the luggage, if at a later time such danger or inconvenience to people, ships or other goods arises that it is not justifiable to keep the luggage on board.

Section 411 Damage caused by Luggage
If damage has been caused to the carrier by luggage, the passenger shall be liable if the damage is due to fault or neglect on the part of the passenger or someone for whom he or she is responsible.

Section 412 Carrier’s Right of Retention in Luggage
The carrier shall not be bound to deliver luggage other than cabin luggage, until the passenger has paid the fare and for the board and any outlays during the voyage. If the passenger does not pay, the luggage can be placed in safe custody for his or her account, and the carrier may, in a proper manner, sell so much of the luggage that the claims of the carrier including costs are covered.

Section 413 Hindrances on the Part of the Ship before Departure
If the contract is for a named ship and that ship before the commencement of the voyage is lost or damaged beyond repair, the carrier shall not be obliged to perform the carriage.

If the departure of the ship from the place where the voyage commences is considerably delayed, the passenger shall be entitled to cancel the contract.

Section 414 Delay during the Voyage
If during the voyage such a delay occurs as will make it unreasonable to require the passenger to wait, or if the ship is lost or damaged beyond repair after part of the voyage has been performed, the carrier shall be bound to provide for the suitable carriage of the passenger and his or her luggage, and to bear the resulting expense. If the carrier does not fulfill such duties within a reasonable time, the passenger shall be entitled to cancel the contract.

If at a port of call the passenger must stay ashore by reason of breakdown or other hindrances on the part of the ship, the carrier shall make provision for suitable board and lodging and bear the resulting expense.
Section 415 Withdrawal by the Passenger
If the passenger does not enter upon or discontinues the voyage, the carrier shall be entitled to the agreed fare unless the passenger has died or been hindered by illness or for other good reason and notice has been given to the carrier without undue delay. However, any amount which the carrier has saved or ought to have saved shall be deducted.

Section 416 War Risks, etc.
If after the contract of carriage was entered into it appears that the voyage will entail danger to the passenger or the ship because of war, blockade, insurrection, civil commotion or piracy or other armed violence, or that such a risk is significantly increased, both the carrier and the passenger shall be entitled to cancel the contract without liability for damages, even if the voyage has commenced. The party intending to cancel must give notice of this without undue delay. Failing this, that party shall be liable to damages for the losses caused thereby.

Section 417 Distance Freight
If the passenger discontinues the voyage by reason of circumstances beyond his or her control, or if the contract of carriage is cancelled pursuant to Section 414, or, after the commencement of the voyage, cancelled pursuant to Section 416, the carrier shall be entitled to a proportionate part of the agreed payment, the provisions of the second and third paragraphs of Section 341 on calculation of distance freight being correspondingly applicable.

If the carrier has received payment in excess of what is due to him under this Section, he shall repay the surplus.

III Liability of the Carrier for Passengers and their Luggage

Section 418 Liability for Passengers
The carrier shall be liable for losses suffered as a result of the death of or personal injury to a passenger ("personal injuries") caused by an incident in the course of the carriage which is due to the personal fault or neglect of the carrier or anyone for whom he or she is responsible. The same applies to damage caused by delay in the carriage of a passenger.
Section 419 Liability for Luggage
The carrier shall be liable for losses suffered as a result of the loss of or damage to luggage caused by an incident in the course of the carriage which is due to the personal fault or neglect of the carrier or anyone for whom he or she is responsible. The same applies to damage caused by delay in the carriage or delivery of luggage.

The carrier shall not be liable in respect of monies, securities and other valuables, such as gold and silverware, jewels, jewelry or works of art, unless they were received by the carrier for safekeeping.

Section 420 Contributory Negligence
If the passenger by his or her own negligence has contributed to the damage mentioned in Sections 418 and 419, the liability of the carrier can be abated according to the general rules governing damages.

Section 421 Burden of Proof
The burden of proving the extent of damage and that it was caused by an event in the course of the carriage shall lie on the claimant.

In respect of loss resulting from personal injuries, the claimant also has the burden of proving any fault or neglect for which the carrier is responsible. However, if the damage has arisen from or in connection with shipwreck, collision, stranding, explosion, fire, or a defect in the ship, the carrier shall have the burden of proving that no fault or neglect has occurred.

If cabin luggage has been lost or damaged, the provisions of the second paragraph apply correspondingly. If other luggage has been lost or damaged, the carrier shall always have the burden of proving that no fault or neglect has occurred.

In the event of delay the carrier shall have the burden of proving that the loss is not due to any fault or neglect for which he or she is responsible.

Section 422 Limitation of Carrier’s Liability
The liability of the carrier for personal injuries shall not exceed 175,000 SDR for each passenger. Liability for delay in the carriage of a passenger shall not exceed 4,150 SDR.

The liability of the carrier for luggage lost, damaged or delayed shall not exceed:
a) 1,800 SDR per passenger for losses relating to cabin luggage;
b) 6,750 SDR per passenger for losses relating to valuables received for safekeeping;
c) 10,000 SDR per vehicle;
d) 2,700 SDR per passenger for damage relating to other luggage.

The amounts in the first and second paragraph apply to each voyage.

Interest and costs can be awarded in addition to the limitation amounts.

SDR means the unit mentioned in Section 505.

Higher limits to liability than laid down in this Section may be agreed in writing between the carrier and the passenger.

Section 423 Passenger’s own share
From losses which have occurred, the carrier is entitled to make deductions of up to

a) 150 SDR per vehicle in the case of damage to a vehicle;
b) 20 SDR per passenger in the case of loss of or damage to other luggage;
c) 20 SDR per passenger in the case of losses due to delay.

Deduction shall be made before limitation of liability takes place pursuant to Section 422.

Section 424 Loss of the Right to Limitation
The carrier can not limit his or her liability under Section 422 or to make deductions according to Section 423 if it is shown that the he or she personally caused the loss wilfully or through gross negligence and with knowledge that such loss would probably arise.

Section 425 Claims not Based on the Contract of Carriage
The provisions relating to the carrier’s defenses and to the limits of the carrier’s liability shall apply even if the claim against the carrier is not based on the contract of carriage.

Section 426 Carriage performed by Someone other than the Carrier
If carriage is performed wholly or in part by another than the carrier, the carrier remains liable according to the provisions of this Chapter as appropriate as if the carrier had performed the entire carriage him- or herself.
In the case of carriage by ship, the person performing it is liable for his or her part of the carriage pursuant to the same rules as the carrier. An agreement whereby the carrier undertakes liability in excess of that laid down in this Chapter is not binding on the person performing the carriage unless the latter has given written consent.

The carrier and the person liable according to the second paragraph shall be jointly and severally liable.

Section 427 Claims for Damages against Persons for whom the Carrier is Responsible

The provisions relating to the carrier’s defenses and to the limits of the carrier’s liability apply correspondingly in respect of those for whom the carrier is responsible according to Sections 426 or 151.

The aggregate of the amounts recoverable from them and from the carrier shall not exceed the limit pursuant to Section 422. Each of them is only liable up to the limit applicable to him or her.

The provisions of this Section can not be invoked by anyone personally caused the loss wilfully or through gross negligence and with knowledge that such loss would probably arise.

Section 428 Who can Claim Damages

Claims for damages for personal injury to or delay suffered by a passenger can be made only by the passenger or a person who has succeeded to the right of the passenger.

Claims for damages for loss of life can only be made by the successors to the rights of the passenger or by someone for whom the passenger provided.

IV Miscellaneous Provisions

Section 429 Forum, etc.

Legal action relating to the carriage can only be brought before the Court

a) in the place of permanent residence or principal place of business of the defendant,

b) in the place of departure or destination according to the contract of carriage,

c) of the State of the place of residence of the claimant if the defendant has a place of business in that State and can be sued there, or
d) of the State in which the contract of carriage was entered into if the defendant has a place of business in that State and can be sued there.

After a dispute has arisen, the parties may agree to have it dealt with by another Court or by arbitration.

Section 430 Scope of Application and Indispensability

The provisions of Sections 411 to 429 and subparagraphs 4 to 6 of the first paragraph of Section 501 can not be departed from by prior agreement to the detriment of the passenger.

a) in domestic trade in Norway, Denmark, Finland or Sweden or carriage to or from any of those States, even if the carriage is otherwise subject to foreign law;

b) in connection with other carriage if according to general Norwegian rules governing the choice of law the carriage is subject to Norwegian law.

Section 431 Exceptions from Indispensability

The provisions of Section 430 notwithstanding, the carrier may in respect of the carriage of passengers contract out of his responsibility according to this Chapter during the periods before embarkation and after disembarkation, but not in respect of transport by sea between ship and land if the cost is included in the fare or if the means of transport used has been placed at the disposal of the passenger by the carrier.

In respect of cabin luggage, the carrier may likewise exempt himself from liability for the period before the luggage is brought on board and after it has been taken ashore, but not in respect of such transport by sea as mentioned in the first paragraph, or for the period while such luggage is in the custody of the carrier while the passenger is on a quay or in a terminal or station or other port installation.

If it has been agreed that a particular part of the carriage shall be performed by a named person other than the carrier, the carrier may moreover exempt himself from liability in respect of any loss resulting from an event occurring during the part of the transport performed by such other person. The same applies if the passenger according to the contract of carriage has the right wholly or partly to have the transport performed by another carrier.

The carrier may in any event make reservation exempting him or her from liability in respect of live animals sent as luggage.

Section 432 Liability Insurance

The King may decide that, for ships used for the carriage of passengers in Norwegian domestic trade or in trade between
Norway and abroad, insurance shall be effected or security given covering the liability for personal injuries which may be incurred by the carrier according to Section 418, cf. the first paragraph of Section 422, Section 171, Section 172 and subsection 1 of Section 175. The King can issue regulations concerning the types of ship to which this shall apply, and as to the insurance or security given, including any effect of their not being kept in force.

The King may make the provisions of this Section applicable to ships with Norwegian Passenger Certificates which are used for the carriage of passengers in trades other than those mentioned in the first period.
Part V  Marine Accidents

Chapter 16  Salvage

Section 441 Definitions
For the purposes of this Chapter, the following words shall have the following meanings:

a) salvage; any act the purpose of which is to render assistance to a ship or other object which has been wrecked or is in danger in any waters;
b) ship; any ship or vessel and any other construction capable of navigation;
c) object; any object not permanently attached to the coastline;
d) environmental damage; significant physical damage to human health, or to life or resources in inland or coastal waters, including adjacent areas, or in the economic zone of Norway, resulting from pollution, fire, explosions or similar serious incidents.

Section 442 Scope of Application
The provisions of the present Chapter shall apply when cases concerning salvage are brought before a Norwegian Court or arbitration tribunal.

The provisions of the present Chapter shall apply even if the salvaged ship and the ship that performed the salvage are owned by the same person. The provisions also apply if the ship which performed the salvage is owned by a State.

The provisions of the present Chapter have no limiting effect on rules which otherwise apply to salvage operations carried out by or under the supervision of public authorities. Salvors who have taken part in such salvage operations are entitled to salvage reward or special compensation according to the provisions of this Chapter.

The provisions of the present Chapter do not apply to permanent installations or pipelines for petroleum activities, or to ships or objects covered by Section 14 of Act of 9 June 1978 No. 50 Concerning the Cultural Heritage.

1 This is an amended version of the chapter, which will enter into force 3 December 1997.
Section 443 Dispensability, Authority of the Master, Abatement of Agreements, etc.

The provisions of the present Chapter shall not apply in so far as an agreement provides otherwise. No agreement can be made limiting the obligation to prevent or limit environmental damage.

The master shall have authority to conclude salvage agreements on behalf of the owner of the ship. The owner of the ship, the reder and the master have authority, independently of each other, to conclude a salvage agreement on behalf of the owners of the objects which are or were on board the ship.

A salvage agreement can be wholly or partly set aside or modified if the agreement was concluded under undue influence or under the influence of danger, and it would be unreasonable to rely on it. An agreement concerning the amount of a salvage reward or special compensation can be set aside or modified if the claim is not reasonably proportionate to the salvage work that has been performed.

Section 444 The Duties, etc., of the Salvor, Owner and Master

In relation to the owner and reder of the ship, and also the owners of other objects concerned in the salvage, the salvor is duty bound to:

a) perform the salvage operation with due care;
b) take due care during the salvage operation to prevent or limit environmental damage;
c) seek the assistance of other salvors when this is reasonable under the circumstances; and
d) accept the intervention from other salvors when this is reasonably requested by the reder, master or owner of other objects at risk; the amount of the salvage reward shall nevertheless not be reduced if the request was unreasonable.

In relation to the salvor, the owner and reder of the ship, and also the owners of other objects concerned in the salvage are duty bound to:

a) co-operate fully with the salvor;
b) take due care during the salvage operation to prevent or limit environmental damage; and
c) accept redelivery, when reasonably requested by the salvor after what has been salvaged has been brought to safety.

Section 445 Conditions for Salvage Reward

The salvor is only entitled to a salvage reward if the salvage operation produced a useful result. The salvage reward, not including interest and legal costs, can never be fixed at a higher amount than the value of what was salvaged.
The rescue of human life does not as such entitle to a salvage reward. A person who in the course of a salvage operation has rescued human life is entitled to a reasonable share of the salvage reward or special compensation.

The provision of the first paragraph does not preclude a claim for special compensation according to Section 449.

Section 446 Fixing of the Salvage Reward
The salvage reward shall be fixed with a view to encouraging salvage. In the apportionment of salvage reward, importance shall be attached to the following circumstances:

a) the value of what was salvaged;
b) the skill and effort the salvors put into salving the ship, other objects and human lives;
c) the skill and effort the salvors put into preventing or limiting environmental damage;
d) to what extent the salvor was successful;
e) the nature and degree of the danger;
f) the time spent and the expenses and losses incurred by the salvors;
g) how quickly the assistance was given;
h) the risk run by the salvors of incurring liability for damages, and other risks to which the salvors or their equipment were exposed;
i) that ships and other equipment were used or kept on hand during the salvage operation;
j) the degree of preparedness and the effectiveness of the salvors’ equipment, and also the value of the equipment.

Section 447 Liability for the Salvage Reward
The salvage reward is payable by the shipowner and the owners of other objects in proportion to the values salvaged for each of them.

Section 448 Several Salvors
In the apportionment of a salvage reward among several salvors, the circumstances mentioned in Section 446 shall be taken into account.

Section 449 Special Compensation
If the salvor performed a salvage operation for a ship which alone or together with its cargo entailed a risk of environmental damage, the salvor can demand that the owner and reder of the ship pay special compensation which shall correspond to the expenses incurred by the salvor in the salvage operation. Such special compensation can only be claimed in so
far as it exceeds the amount of a salvage reward fixed according to Section 446.

If the salvor prevented or limited environmental damage, the special compensation may be increased by up to 30 per cent of the expenses to the salvor. When it is found reasonable, however, the compensation can be increased by up to 100 per cent of the expenses to the salvor, regard being had to the circumstances mentioned in Section 446.

By the expenses to the salvor in this context is meant out-of-pocket expenses reasonably incurred by the salvor in the course of the salvage operation, plus a fair rate for the equipment and personnel employed in the work. When the amount of such a rate is being fixed, regard shall be had to the circumstances mentioned in letters g, i and j of Section 446.

If the salvor has failed through negligence to prevent or limit environmental damage, the salvor may be deprived of the whole or part of the special compensation.

Section 450 Exceptions

Persons who carry out services pursuant to a contract entered into before the danger arose, has no right to a salvage reward or special compensation, unless the services rendered exceed what can be considered as due performance of the contract.

Persons who, despite the express and reasonable prohibition of the owner, reder or master carry out a salvage operation, shall not be entitled to a salvage reward or special compensation. A similar rule applies in case of a prohibition of the owner of other property in danger which is not and has not been on board a vessel.

A salvor may be deprived of the whole or a part of a salvage reward or special compensation if the salvage operations have become necessary or more difficult because of fault or neglect on the part of the salvor, or if the salvor has been guilty of fraud or other dishonest conduct.

Section 451 Apportionment of Salvage Reward between the Shipowner and Crew

When a ship registered in Norway has salvaged something on a voyage, the salvage reward shall first compensate any damage that the ship, cargo or other property on board may have sustained in the salvage operation, and also expenditure for fuel, wages and food for the master and crew incurred in connection with the salvage.

The remainder, the net salvage reward, shall be apportioned according to the following rules:
1) The reder shall receive three fifths. Of the remainder, the master shall receive one third and the those belonging to the genuine crew two thirds. The share of the crew shall be apportioned in proportion to their respective wages. The share of the master shall nevertheless always be at least twice that of the most highly paid crew member. A pilot on board a salvaging ship participates in the distribution of the share of the crew even if the pilot is not in the employment of the reder, and shall in the event receive a share corresponding to the wages of the senior mate.

2) If the salvage was carried out by a fishing or catching vessel in use as such, four fifteenths shall be distributed equally between the members of the crew, including a pilot on board, cf. the fifth period of subparagraph 1. Of the remainder, one further crew member’s share shall go to the master seiner, and to the master in total two single crew member shares, but at least two fifteenths of the net salvage reward. The rest goes to the reder. The provisions of this subparagraph do not apply to vessels in use in pelagic whaling.

3) If the salvage was performed by a Norwegian State-owned ship in use for purposes of a public law nature, the State shall receive three fifths. The remainder shall be distributed among those on board according to rules laid down by the King. The State may refrain from claiming salvage rewards without incurring liability towards those on board.

4) When there are exceptional reasons indicating a different apportionment, exceptions can be made to the apportionment rules of subparagraphs 1, 2 and 3.

A master or crew member can not waive his or her rights according to this Section unless they have signed on a salvage vessel specially equipped for salvage, or the waiver was made in connection with signing on and relates to a particular salvage operation. In such cases as mentioned in subparagraph 2 of the second paragraph, deviating rules as to apportionment can be agreed by collective agreement.

As soon as the salvage reward has been fixed by agreement or final judgment, the shipowner shall send each person entitled to a share of the salvage reward notification of the amount of the reward and a plan for its distribution. Claims according to subparagraph 4 of the second paragraph or other objections to the distribution must reach the shipowner no later than three months after the notification was sent.

If the ship is not registered in Norway, the laws of the State in which it is registered shall apply.

Section 452 Provision for Financial Security

At the request of the salvor, the person liable for the claims for salvage reward or special compensation shall provide
security for its payment. The security must also cover interest and the costs of the claim. When such security has been provided, the salvor can not enforce a maritime lien in respect of the claim for salvage reward.

The owner and reder of the salvaged ship shall do their utmost to ensure that cargo owners provide security for their liability to salvors before the cargo is released.

Before security according to the first paragraph has been posted, the salvaged ship or salvaged objects can not without the consent of the salvor be moved from the place to which they were brought on completion of the salvage operation.

Section 453 Advances on Salvage Rewards or Special Compensation

The Court or arbitration tribunal which is to adjudicate the salvor’s claim may provisionally decide that a reasonable advance shall be paid on the salvage reward or special compensation. If required in view of the circumstances of the case, such advance shall be made conditional on the posting of security or the like by the salvor.

Section 454 Rules of Procedure

An action for the fixing or apportionment of a salvage reward or special compensation can be brought at the place where the salvage took place or where the salvaged items were brought ashore. An action for apportionment according to Section 451 must be brought in the jurisdiction where the salvage vessel has its home port or, as the case may be, where the action for the fixing of a salvage reward or special compensation or for apportionment according to Section 448 was brought.

The person who brings an action for the apportionment of a salvage reward or special compensation must sue jointly all those against whom his claims are made. If such an action has been brought, other actions concerning the distribution must be brought at the venue where the first action was brought. The Court consolidates the actions for joint hearing and judgment in so far as this is permitted, cf. Section 98 of the Dispute Act.

Section 455 State Property. Cargoes Carried for Humanitarian Purposes

The provisions of the present Chapter shall not form basis for arrest or other interlocutory measures against a State-owned cargo which is not of a commercial nature. This does not apply if such arrest or other interlocutory measure is in accordance with international law.
With regard to arrest or other interlocutory measures against State-owned ships, the provisions of Section 1-6 of the Enforcement of Claims Act apply.

The provisions of the present Chapter shall not form basis for arrest or other interlocutory measures against a cargo intended for humanitarian use, provided the State donating the cargo undertakes to pay the salvage reward or special compensation in respect of such cargo.

Chapter 17 General Average

Section 461 The York-Antwerp Rules

Unless otherwise agreed, allowance in general average of damages, losses and expenses and the apportionment thereof shall be governed by the York-Antwerp Rules 1994. If the York-Antwerp Rules 1994 are amended, the King can decide that the amended rules shall apply. The Rules shall be published by the King in their English wording and in a Norwegian translation.

Section 462 General Average: Location, Adjuster and Adjustment

Unless otherwise agreed, general average adjustment shall be made in the home country of the reder.

In Norway general average adjusters, authorized by the King, shall determine whether or not the conditions for general average are fulfilled, and, as the case may be, draw up a general average statement. Such determination and statement shall be called a general average adjustment1.

Section 463 Request for Average Adjustment.

A general average adjustment shall be requested by the reder. If the reder has not made such a request within two weeks of receiving a request to do so from a person having a legal interest in the general average, any such interested person may him- or herself make the request for general average adjustment.

Section 464 Duty of Disclosure, etc.

Any person having a legal interest in a general average has a duty to disclose without undue delay any information and produce any documents in his possession which are considered necessary by the adjuster.

1 Original: “dispasje”.
Section 465 Liability for General Average Contribution

The owner of cargo or other goods shall not be personally liable for general average contribution, liability for which shall attach to the goods only.

After a general average the shipowner shall refuse to deliver the cargo unless the cargo-owner undertakes personal liability for any general average contribution and provides satisfactory security.

Section 466 Legal Action

An action concerning the correctness of a general average adjustment can be brought in the jurisdiction where the general average adjuster has his or her permanent place of business.

As regards carriage of general cargo the proceedings can be instituted by one writ of summons issued to all the cargo-owners jointly. The Court shall have the writ of summons published in Norsk lysningsblad, allowing at least two months’ notice. The Court may also publish the writ in one or more other newspapers. In the writ of summons, the Court shall draw attention to the rule that final judgment in the matter is binding upon every participant in the general average, irrespective of whether or not they have appeared in the proceedings.

Proceedings for the collection of contributions to general average can be instituted in the jurisdiction where the general average adjuster has his permanent place of business. If proceedings as to the correctness of a general average adjustment have been instituted in another jurisdiction, and it is desired to have the question of the correctness of the adjustment decided in such a way that it is binding upon every participant in the general average, any party to the proceedings can require that the proceedings be transferred to the Court in the jurisdiction referred to in the first paragraph.

If the general average adjustment is adjudged to be incorrect, the general average adjuster shall be obliged to correct his adjustment in accordance with the judgment.

Section 467 Average Adjusters

Only those who have passed the general average adjusters’ examination can be authorized as general average adjusters. They should as a rule also hold a law degree qualifying for public office.

Without the consent of the Ministry concerned, a general average adjuster can not hold any permanent salaried public office or

1 The official gazette.
practice as a lawyer, or, on his own account or as an intermediary, do business in the field of shipping or of marine insurance or be a member of the board or have a permanent position in such business. The provisions of Chapter 6 of the Act Relating to the Courts of Justice shall apply correspondingly to general average adjusters.

The general average adjuster shall give an assurance according to Section 141 of the Act Relating to the Courts of Justice that he will draw up his general average adjustments in accordance with the law, and always conscientiously carry out his duties as a general average adjuster.

The King can issue more detailed regulations as to the practice of general average adjusters.

Section 468 Average Adjusters’ Examination

At the examination for general average adjusters the candidate shall show thorough knowledge of the Norwegian rules of general average and marine insurance, and of such other fields of Norwegian maritime law as are of importance to average adjusting. The candidate must further show knowledge of the main features of the corresponding fields of English law, and satisfactory knowledge of the English language. Finally, the candidate must pass a practical test of ability to draw up average adjustments.

Provisions of detail regarding the examination and the committee of examiners shall be issued by the King.

Chapter 18 Ship’s Books, Maritime Inquiries and Maritime Assessment

I Ship’s Books

Section 471 Ship’s Books

The King issues regulations relating to the keeping of ship’s books (log books, maneuver books and the like) on board Norwegian ships, including on which ships and in which waters there shall be a duty to keep such books, and on the checking of the books.

Any person who can show a legal interest in ascertaining the contents of a ship’s books and any scrap books which may have been kept, can demand to see them and to make excerpts. Unless ordered by the Maritime Directorate, this shall not, however, apply when the ship has been in collision with a foreign ship, if no similar access to the books of the foreign ship is given.
Every book and scrap book shall be retained for at least three years after the date of the last entry. If proceedings are instituted against the shipowner in connection with the operation of the ship during the period covered by the book or scrap book, such book shall in any event be retained until the case has been finally decided.

As regards ship’s books kept on board Danish, Finnish or Swedish ships, the provisions of the second paragraph apply correspondingly when the ship is in a Norwegian port. The same applies to ship’s books kept on board other foreign ships unless the Maritime Directorate orders otherwise.

The provisions as to ship’s books contained in the second and fourth paragraphs shall apply correspondingly to records made mechanically on board concerning the navigation of the ship or any other matter dealt with in the ship’s books. The same shall apply to the provisions of the third paragraph unless the Maritime Directorate orders otherwise.

II Maritime Inquiries

Section 472 Mandatory Maritime Inquiry

As regards a Norwegian ship, a maritime inquiry shall be held:

1) Whenever any person has or is thought to have lost his or her life or suffered some considerable injury as a result of an occurrence in connection with the operation of the ship, and the occurrence took place either in this country or while the ship was not anchored or moored in a port or in roads abroad.

2) Whenever otherwise in connection with the operation of the ship, any person carried by the ship has or is thought to have lost his or her life or suffered some serious injury, and whenever the master or a member of the crew has died on board.

3) Whenever any person carried by the ship, has or is thought to have drowned from the ship, or has died on board and been buried at sea.

4) Whenever a serious case of poisoning has or is thought to have occurred on board.

5) Whenever the ship has been in collision with another ship or has run aground.

6) Whenever the ship has disappeared or has been abandoned at sea.

7) Whenever an accident has or is thought to have occurred in connection with the operation of the ship resulting in some considerable damage to the ship, or, if in the course of a voyage, in damage to property not on board the ship.

8) Whenever a fire or explosion of some importance in the cargo or some considerable shifting of cargo has occurred.
Section 473 Maritime Inquiry upon Request

Whenever any accident of some importance has or is thought to have occurred in connection with the operation of the ship, a maritime inquiry shall be held if requested by the Maritime Directorate or by the maritime investigator concerned or by the reder or master, or if so ordered by the chairman of the Consular Court concerned.

Section 474 Purpose, etc.

At a maritime inquiry, one is to ascertain as completely as possible the factual circumstances and causes of the occurrence in question, with particular reference to circumstances of importance when determining the seaworthiness of the ship or when evaluating the rules relating to seaworthiness at sea, and to matters which may conceivably form basis for criminal or other liability of the reder, master, members of the crew or others. The maritime investigator is entitled to ask such other questions as he or she finds necessary in order to ascertain whether or not the rules regarding seaworthiness and safety at sea have been observed.

The inquiry is to be carried out by questioning of the master and such members of the crew as are considered able to provide information regarding the occurrence. Other witnesses may also be heard if it is deemed convenient to take their testimony in connection with the maritime inquiry. Inspection of the ship and the place of the occurrence as well as any other survey can also be made if convenient in connection with the hearing of witnesses.

Section 475 Time and Place of the Maritime Inquiry

If the occurrence was discovered while the ship was in port, the maritime inquiry shall be held in that port, or alternatively in the first port of call of the ship or the crew after the occurrence.

In special cases the maritime inquiry can be postponed until the ship arrives at another port, if this can result in a substantial reduction in the ship’s loss of time or expenses or in other important advantages, having regard to the nature and extent of the occurrence and all other circumstances. When a maritime inquiry is compulsory under Section 472, the owner or master of the ship shall without delay notify the Maritime Directorate and the maritime investigator concerned if the maritime inquiry is postponed, and state the reasons for the postponement. When the maritime inquiry is held, the Court shall make a note in the Court minutes as to the postponement and the reasons for it.
If the ship has disappeared or all the hands are lost, the maritime inquiry shall be held in the ship’s home port unless the Maritime Directorate orders that it be held elsewhere.

Section 476 Competent Authority
In Norway a maritime inquiry shall be heard by the County or Town Court concerned, which shall be convened with two expert assessors.

In Denmark, Finland and Sweden a maritime inquiry shall be heard by the Court competent under the laws of the country concerned.

A maritime inquiry elsewhere abroad shall be heard by the Norwegian Consular Court concerned, see Section 51 of the Act Relating to the Courts of Justice. If there is no competent foreign service official in the port where a maritime inquiry is to be held, it can instead be heard before a competent Danish, Finnish or Swedish foreign service representative in that port.

Service as an expert assessor at a maritime inquiry is paid according to regulations issued by the King. The amount is fixed by the chairman of the Court. An appeal against the fixing of the amount can be lodged with the Court of Assessors pursuant to the rules of Section 28 a of the Act Relating to Free Legal Aid. If a Norwegian Consular Court abroad fixed the amount, the appeal Court shall be the Court of Assessors in Borgarting.

Section 477 Request for a Maritime Inquiry. Time Limits, etc.
A request for a maritime inquiry shall be made to the Court located where the maritime inquiry is to be held.

When a maritime inquiry is compulsory according to Section 472, the master shall make the request as soon as possible. If the occurrence is discovered during the ship’s stay in port, the request must be made not later than the expiry of the next working day, and otherwise not later than the expiry of the second working day after the ship or the crew arrived in port, cf. however the second paragraph of Section 475. If the master is prevented from making the request for a maritime inquiry or fails to do so, the reder is duty bound to make the request.

A request made by the reder or the master according to Section 472 or 473 shall be accompanied by:

1) A verbatim transcript or clear photocopy of the contents of the ship’s books relating to the occurrence, or, if no logs were kept or if they have been lost, a written statement of what happened.

2) A complete list of the ship’s crew.

1 Original: “sakkyndige rettsvitner”.

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3) A list of crew members and others believed able to provide information regarding the occurrence.
4) If possible a list of persons having an interest in the matter and their local representatives.

Section 478 Fixing a Date and Giving Notice

A session of the Court for a maritime inquiry shall be held as soon as possible after the request is received. The hearing should be held on board if the Court finds this to the purpose. The Court shall give notice of the place and time set for the hearing to the master and, as far as possible, to the reder, cargo-owners, insurers and other interested parties as well as to the maritime investigator and chief of police concerned. The maritime inquiry can proceed even though some person who has been or should have been given notice does not attend.

The Court shall make provision for the witnesses to be summoned in the manner considered most suitable. Witnesses belonging to the ship’s crew can always be summoned through the master.

Section 479 Collision

In cases of collision the maritime inquiry shall as far as possible be held at the same time as the maritime inquiry for the other ship. For this purpose the Maritime Directorate may permit postponement.

If the maritime inquiries are not held at the same time, the Court may at the request of the reder of the ship whose maritime inquiry is held first, make a decision in the form of a ruling\(^1\) that the maritime inquiry shall be held in chambers to the exclusion of all but representatives of the authorities and the reder of the ship. Before the ruling is made, the reder of the other ship shall as far as possible be given an opportunity to state his or her views. If the maritime inquiry is held in chambers, the result of the proceedings shall be kept secret until the maritime inquiry for the other ship has been held. Until such time, only those who were allowed to be present can be given access to the Court minutes, the documents of the case and the log books.

The provisions of the first and second paragraphs also apply in case of collision with a foreign ship. In such event any other corresponding inquiry which may be held in respect of the foreign ship shall be treated in the same way as a maritime inquiry. Unless the Maritime Directorate so orders or the reder consents, a maritime inquiry shall not be held when a ship has collided with a foreign ship which under its national law has no similar obligation. In such event the reder shall immediately inform the Directorate. The King can decide to which foreign

\(^1\) Original: “kjennelse”.
flag ships this shall apply and issue regulations for the procedure to be observed in such events.

Section 480 Disclosure of Ship’s Books
At a maritime inquiry the ship’s books shall be submitted to the Court. The same shall apply to any scrap books that may have been kept for the ship’s books. The original books shall be compared with the scrap books and with the transcript which has been submitted.

Section 481 Examination of Witnesses, etc.
Except as otherwise provided in what follows, the examination of the master and other witnesses shall be made in accordance with the provisions of Chapter 15 of the Dispute Act. No witness shall be allowed to hear the testimony of any other witness. As far as possible, no witness who has testified must be allowed contact with witnesses who are to testify.

The president of the Court shall conduct the examination unless he finds that he can leave it to the maritime investigator or some other representative of the public prosecuting authority or to the reder, cargo-owners, insurers or other interested parties. In any event, such persons shall be given an opportunity of putting questions to each witness at the end of his or her examination. Conduct of the examination may also be left to the expert assessors, who have the right to ask questions.

Inquiries\(^1\) shall be conducted in accordance with the provisions of Chapter 17 of the Dispute Act.

Section 482 Renewed Maritime Inquiry
If, after a maritime inquiry has been heard, any new evidence thought to be of substantial relevance emerges, a new maritime inquiry can be held at the request or by order of any person referred to in Section 473. The new maritime inquiry shall be convened at a place decided by the person requesting it unless the Maritime Directorate orders otherwise.

Section 483 Exemption from a Maritime Inquiry
The Maritime Directorate may at the request of the reder or master consent to the waiving or postponement of a maritime inquiry which is compulsory according to Section 472, if the Directorate considers that the matter has been or is expected to be sufficiently elucidated by some other form of investigation.

\(^1\) Original: “Gransking”. 

Section 484 Maritime Inquiries for Foreign Ships

In respect of Danish, Finnish or Swedish ships, the Court shall hold maritime inquiries to the above rules if requested by the master or the reder or the authorities of the country concerned. The Court can also, upon requests as mentioned, hold inquiries in respect of other foreign ships.

In the event of an accident in connection with the operation of the ship when it must be assumed that Norwegian interests are concerned, the Maritime Directorate may always require a maritime inquiry to be held when the ship is in a Norwegian port. In such cases the ship can be denied outward clearance by the customs authorities until a maritime inquiry has been held.

Section 485 Commission of Inquiry

If any such occurrence as is referred to in Section 472 results in heavy loss of life or property or if the investigation for other reasons is expected to be particularly prolonged or complex, the Ministry can appoint a special commission of inquiry. If so, no maritime inquiry need be held. Until such a time as a commission may be appointed, the usual rules as to maritime inquiries shall be observed.

If a fishing vessel subject to compulsory marking is lost, or is it abandoned at sea and there is reason to fear that all the crew is lost, an inquiry into the accident shall be made by a permanent commission of inquiry into such accidents. If so, no maritime inquiry need be held. The chairman of the commission decides in consultation with the maritime investigator concerned whether the inquiry can be dispensed with when the course of events and cause of the loss are known, or it is assumed that they can be brought to light according to the rules governing maritime inquiries and investigation by the maritime investigator.

The members of the commission shall represent sufficient legal, nautical and technical expertise. The chairman shall have the qualifications required to be a Justice of the Supreme Court. Members and deputy members of the permanent commission according to the second paragraph are appointed by the Ministry for terms of four years. The Ministry can in addition appoint one or more members for specific cases.

The King issues more detailed rules concerning commissions according to this Section. In other respects the provisions relating to maritime inquiries shall apply correspondingly as appropriate.
Section 486 Maritime Inquiry or the like before a Foreign Authority

When a testimony concerning an occurrence as mentioned in Section 472 has been given before a foreign authority, the master or owner of the ship shall immediately notify the maritime investigator. The reder shall at the demand of the maritime investigator if possible obtain a copy of the testimony.

III Maritime Assessment

Section 487 Purpose, etc.

Maritime assessment shall be instituted when requested by the reder or a charterer, cargo-owner, insurer or other interested party. The Court of Assessment shall, in so far as requested,

1) deliver a statement on the condition of the ship and cargo and the nature, extent and cause of any damage;
2) assess the value of ship and cargo;
3) deliver a statement on whether the ship can be repaired either where it is or at a place to which it can be moved;
4) assess the anticipated cost of moving and repairing the ship, and its estimated value when repaired.

The assessment can be relied upon as evidence in legal proceedings, but shall not be conclusive evidence.

Section 488 Members of the Court of Assessment, etc.

The number of the assessors shall be two. If the chairman of the Court considers it desirable, there shall be four assessors. The assessors shall as far as possible be given one day’s notice.

In special cases the president can refrain from taking part in the assessment and leave it to be conducted by the assessors alone, with subsequent conclusion in a Court session.

Section 489 Time and Place of the Maritime Inquiry

The assessment shall be held as soon as possible after the request is received. The Court of Assessment shall give notice of the place and time set for the hearing to the claimant and the master and, as far as possible, to the reder and even cargo-owners, insurers and other interested parties. If good grounds exist for suspecting a breach of the rules regarding seaworthiness or safety at sea, notice shall also be given to

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1 Original: “Skjønnsmennenes".
the maritime investigator and chief of police concerned. He
assessment can proceed even though some person who has been or
should have been given notice does not attend.

The Court shall make provision for the witnesses to be summoned
in the manner considered most suitable. Witnesses belonging to
the ship’s crew can always be summoned through the master.

Section 490 Examination, Minutes and Investigation
The assessors shall be entitled to put questions to the persons
examined.

Testimony given in the course of the assessment shall be entered
in the Court minutes in accordance with the provisions of
Section 127 of the Dispute Act if required by one of the parties
or by any other interested person present, or if the Court of
Assessment considers the testimony important in establishing the
cause or extent of the damage or the liability for it or
otherwise finds reasons for having it done.

In so far as it is proper and not incompatible with the
participation of the chairman in the final assessment, the
chairman can leave the detailed investigation to the assessors
alone, if it would take inordinately long for him or her to take
part fully in all the investigation.

Section 491 Judicial Remedy
There is no right of review by a superior Court of Assessment,
appeal, or re-opening of the case.

If, after the conclusion of the assessment, any new evidence
considered to be of substantial relevance has emerged, new
assessment proceedings can be instituted at the request of any
person referred to in Section 487.

Section 492 Reference to the Assessments’ Act
In so far as nothing else follows from the provisions laid down
here, assessment shall be conducted according to the provisions
of the Assessments’ Act.

IV Regulations

Section 493 Supplementary Regulations
The King can issue more detailed regulations supplementing and
implementing the provisions of this Chapter. In this connection
it can be laid down that a maritime inquiry according to Section
472 shall not be compulsory for certain types of ship or for ships under a certain size, and what procedure shall be adopted in such cases.
Part VI  Other Provisions

Chapter 19  Statutory Limitation

Section 501 Time Bars

In respect of the following claims the time bars are:

1) for a claim for salvage reward or special compensation, two years from the day on which the salvage operation ended;
2) for a claim for a share of salvage reward or of special compensation according to the second paragraph of Section 451, one year from the day on which notice was sent according to the fourth paragraph of Section 451;
3) for a claim for damages arising from collision, two years from the day on which the damage was done;
4) for a claim for damages for a passenger’s loss of life or personal injury, two years from the day on which the passenger should have disembarked or did disembark; if the death took place after disembarkation, the limit shall be two years from the day of death but not more than three years from disembarkation;
5) for a claim for damages for loss of or damage to luggage, two years from the date of disembarkation or from the date when disembarkation should have taken place if that is later;
6) for a claim for damages for delay in the carriage of passengers or luggage or in the delivery of luggage, two years from the day on which the passenger disembarked or the luggage was brought ashore or delivered;
7) for a claim for damages for loss of or damage to or in connection with goods or for incorrect or incomplete statements in a bill of lading, one year from the day on which the goods should have been delivered or were delivered;
8) for a claim for damages for loss suffered by cargo being delivered without presentation of a bill of lading or to the wrong person, one year from the day on which the goods should have been delivered, or from the day on which they were delivered if this was done later;
9) for a claim for compensation for damage, loss or expense in general average, one year from the day on which the ship reached port after the average, or, if the ship was lost, from the day of the average;
10) for a claim for general average contribution, one year from the date of the average adjustment;
11) for a claim against any person who has become personally liable according to the second paragraph of Section 53 or the second paragraph of Section 63 or according to the
second paragraph of Section 11-16 of the Act Relating to Enforcement of Claims the same limit as applies to the right to a maritime lien.

As regards claims for recourse in connection with a claim referred to in subparagraphs 7 and 8 of the first paragraph, the time limit shall be one year reckoned from the day on which the claim was paid or on which an action for the claim was brought. The same time limit shall apply to claims for recourse in connection with a claim referred to in subparagraph 3 of the first paragraph, nevertheless so that in respect of recourse in connection with a claim for personal injury the time limit for the recourse claim shall always be reckoned from the day on which the claim for damages was paid.

Section 502 Reference to the General Rules of Statutory Limitation, etc.

Except as otherwise provided here, the general rules governing statutory limitation shall apply, cf. Act of 18 May, 1979, No 18 Relating to the Limitation Period for Claims.

An action in respect of a claim referred to in subparagraphs 4, 5 or 6 of the first paragraph of Section 501 can however not be brought later than three years after the date of disembarkation or the date when disembarkation should have taken place if this is later.

If a general average is to be adjusted in Norway, time limitation of a claim referred to in subparagraph 9 of the first paragraph of Section 501 can be prevented by notice to the average adjuster making the adjustment. If an average adjustment has not yet been requested, such notice can be given to any one of the Norwegian average adjusters.

Section 503 Statutory Limitation according to Chapter 10

Claims for damages for any pollution damage as mentioned in Section 191, 207 or 208 or for compensation from the International Oil Pollution Compensation Fund (1992) lapse unless proceedings are commenced within 3 years from the date on which the damage or loss occurred or the expense was incurred.

The same applies to claims for damages for damage, loss or expenses as mentioned in Sections 210, 226 and 227 or for compensation or reimbursement from the International Oil Pollution Compensation Fund (1971). In no event can claims be made when 6 years have lapsed from the incident upon which the liability is based. Where the damage, loss or expense arose from a series of occurrences resulting from the same cause, the 6 years’ period shall run from the date of the first such occurrence.

The lapse of time in respect of claims against the International Oil Pollution Compensation Fund (1992) can be interrupted not
only by proceedings but also by a notification of proceedings to the Fund in accordance with the fourth paragraph of Section 204. The lapse of time in respect of claims against the International Oil Pollution Compensation Fund (1971) can be interrupted not only by proceedings but also by a notification of proceedings to the Fund in accordance with the fourth paragraph of Section 223.

Notwithstanding the provisions of the first paragraph, the owner of a ship and his or her insurer may seek reimbursement from the International Compensation Fund (1971) within 6 months from the date on which he or she learns of an action against him or her concerning liability for damage, loss or expenses of the kind referred to in Section 210.

Section 504 Choice of Law

Questions concerning statutory limitation shall be decided under Norwegian law in all cases where action for a claim as mentioned in Section 501 is brought in this country.

Chapter 20 Miscellaneous Provisions

I Definition of SDR

Section 505 Definition of SDR

For the purposes of the present Code, SDR means the special drawing rights established by the International Monetary Fund. It shall be translated into Norwegian currency according to the value of the krone expressed in SDR on the day when payment is made or a limitation fund is established according to Chapter 9 or 10.

III Navigation Rules, etc.

Section 506 Navigation Rules, etc.

The King may issue provisions relating to:

1) procedures to be followed on board to ensure safe navigation and to prevent ships from colliding or being exposed to or causing other danger or damage, including how ships are to be steered, reduced speeds or maximum permitted speeds in specified waters, and the signs and signals to be used;

2) signals indicating distress at sea, including instructions that the established distress signals must only be used to indicate distress, and that private signals which may be
mistaken for the official distress signals must not be used;

3) procedures to be followed on board when someone on board discovers or receives a report of a potential danger to seafarers, or receives a request for assistance from a ship in distress;

4) procedures to be followed to ensure safe voyages in time of war, danger of war, or warlike circumstances;

5) the obligation of owners of liners to publish the routes which the ships are to follow across the sea;

6) which ship’s papers must be kept on board;

7) the obligation to keep a copy of the present Code and provisions issued pursuant to the Code on board.

Chapter 21 Mobile Platforms, etc.

Section 507 Drilling Platforms and Similar Mobile Constructions

Drilling platforms and similar mobile constructions which are not regarded as ships and are intended for use in exploration for or exploitation, storage or transportation of subsea natural resources or in support of such activities, shall be considered Norwegian if they are owned by any person as mentioned in the first paragraph of Section 4 and have not been entered in the register of another country. The owner shall request entry of the construction in the Register of Ships according to the provisions of Section 12, which apply as appropriate. The provisions of Sections 5, 7, 8 and 9 also apply correspondingly in so far as they are relevant to these constructions. The Ministry can in special cases make exceptions to the obligation to register.

The constructions are regarded as ships and their operation as shipowning activities in relation to the provisions of Chapters 2, 3, 4, 5, 6, 7, 8, 9, 16, 18, 19 and 20, subject to the following special provisions and exceptions:

1) What is laid down about the master and the first mate applies correspondingly to the person with the highest authority on board the construction and to his or her permanent deputy.

2) The limits to liability according to subsections 2 and 3 of Section 175 shall irrespective of the size of the construction be 12 million SDR and 20 million SDR respectively.

3) Maritime liens according to Section 51 confer no claim to damages in respect of pollution damage arising in connection with activities as mentioned in this Section.

4) The provisions in Section 45 do not apply.

5) A maritime inquiry according to Section 472 is only compulsory if no other provision has been issued concerning inquiries in a statute or in pursuance of a statute. A maritime inquiry shall in the event be held as soon as possible after the event in question, even if the
platform does not go to a port. The Maritime Directorate can decide where a maritime inquiry shall be held.
Part VII  Concluding Provisions

Chapter 22  Concluding Provisions

Section 511  Entry into Force. Repeal of the Maritime Code, 1893

The present Code shall enter into force from such date as the King decides. The various parts of the Code can be put into force at different times.

From the date when the present Code enters into force, the Maritime Code of 20 July, 1893, No. 1 is repealed.

Section 512  Transitional Provisions

Regulations issued pursuant to the Maritime Code of 20 July, 1893, No. 1, shall remain in force also after the entry into force of the present Code.

Chapter 13 on Carriage of General Cargo and Chapter 14 on Chartering of Ships shall apply to contracts for general cargo carriage and ship chartering concluded after the entry into force of the present Code. If a bill of lading has been issued after the entry into force of the present Code, Chapter 13 and 14 shall apply in so far as the bill of lading governs the legal relation to third parties, even if the bill of lading was issued in pursuance of a contract for general cargo carriage or ship chartering concluded before the Code entered into force.

The provisions of Section 422 relating to limitation of the carrier’s liability in respect of the carriage of passengers and their luggage shall apply in all cases in which the event on which the carrier’s liability is based, occurred after the entry into force of the present Code.

Section 513  Amendments to other Acts

From the date when the present Code enters into force, the following other Acts are amended as follows: ---