

SPOTLIGHT CMHF

December 2023





HIGHLIGHTS & BRIEFINGS

- ❑ English High Court Case Briefing:
“STAR ANTARES” - New High Court Judgment Providing Clarification On The Application Of 1994 York-Antwerp Rules
- ❑ In A Nutshell:
Safe Port And Berth Under Charterparty
- ❑ Loss Prevention:
Carriage Of Energy Storage Units On Bulk Carriers



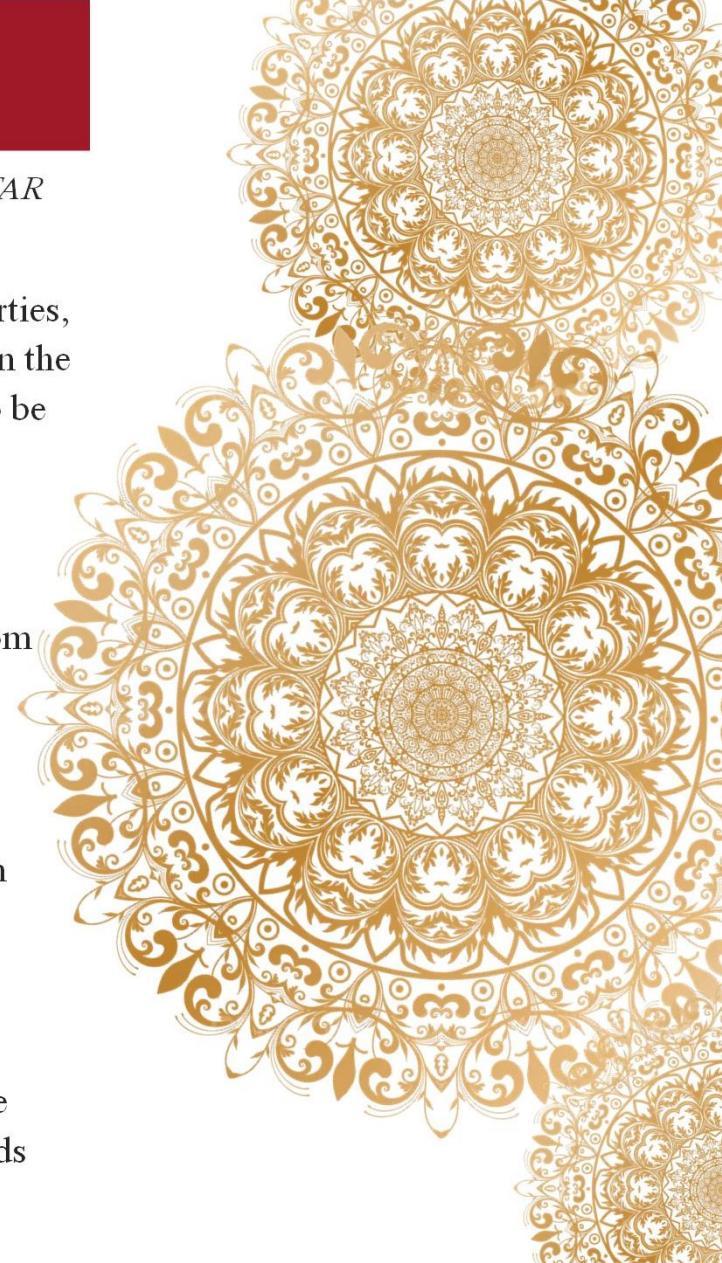
“STAR ANTARES” - New High Court Judgment Providing Clarification On The Application Of 1994 York-Antwerp Rules

Case briefing of Star Axe I LLC v Royal and Sun Alliance Luxembourg S.A.- Belgian Branch and others (the “STAR ANTARES”) [2023] EWHC 2784 (Comm)

As York-Antwerp Rules (“YAR”) are widely incorporated in contracts of affreightment or charterparties, nearly all claims for general average are adjusted by reference to the relevant versions of the YAR. In the recent “Star Antares” case, the English High Court was asked to clarify which version of the YAR to be applied.

❖ Factual Background

- In September 2021, cargo owners shipped cargo of ferrochrome onboard “Star Antares” from ports in southern Africa to Asia, and the various bills of lading for the cargo were on the Congenbill 1994 form.
- Clause (3) of Congenbill 1994 states “General average shall be adjusted, stated and settled according to York-Antwerp Rules 1994, or any subsequent modification thereof, in London unless another place is agreed in the Charter Party.”
- The vessel struck an unknown submerged object and sustained damage. Owners declared general average on 19th November, 2021. The Defendant cargo insurers issued average guarantee, in which they undertook to pay any general average contributions and/or salvage and/or special charges that were properly and legally due and payable in respect of the goods carried under the bills of lading.





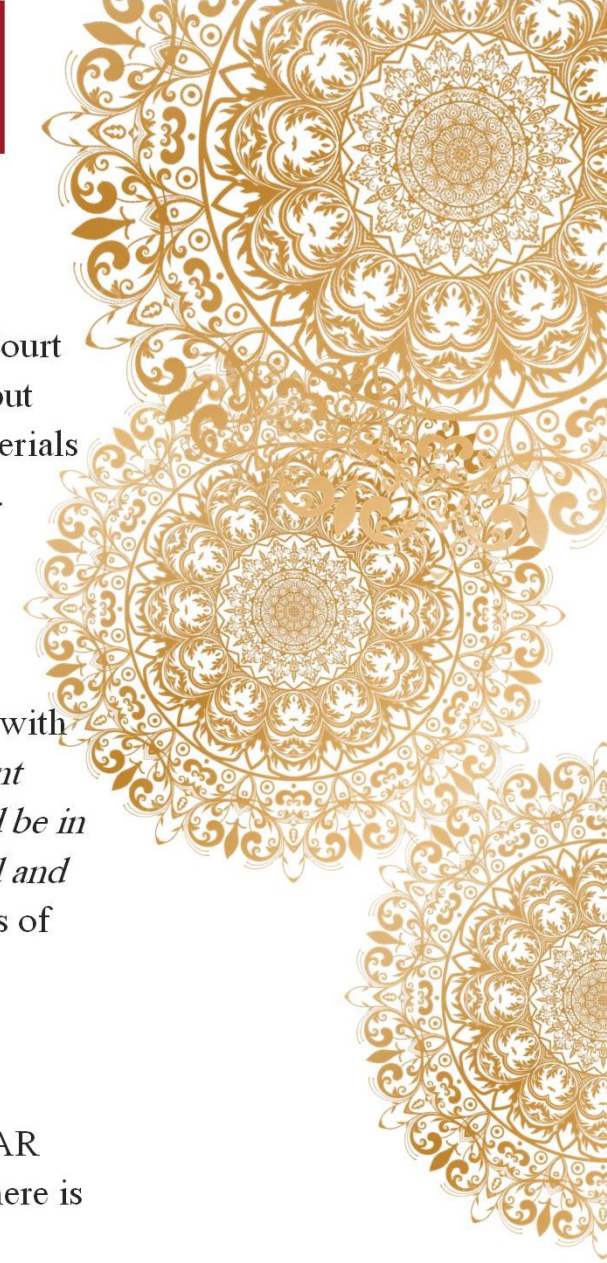
“STAR ANTARES” - New High Court Judgment Providing Clarification On The Application Of 1994 York-Antwerp Rules (Cont'd)

❖ Disputes

A dispute arose as to whether the parties’ respective rights and obligations are governed by the YAR 1994 or YAR 2016.

- The Claimant Shipowners argued that the wording “York-Antwerp Rules 1994, or any subsequent modification thereof” did not include the subsequent YAR 2004 or YAR 2016, hence they would apply the YAR 1994 only.
- To support their position, Claimant relied on various industry publications and textbooks which broadly concluded that the most likely interpretation should be that the subsequent YAR should be treated as a “new” set of rules instead of modifications; hence YAR 1994 should apply under a standard Congenbill 1994.
- The Claimant also submitted that the Congenbill 2016 expressly incorporated the YAR 2016, and the parties’ decision to use Congenbill 1994 should mean that they intended YAR 1994 to apply at the time of the parties’ agreement.
- Oppositely, the Defendant cargo insurers argued that the wording in clause (3) of Congenbill 1994 was intended to function as an inbuilt updating mechanism and made the most recent version of the YAR applicable. It was argued that at the time of drafting Congenbill 1994, the drafters had reasonably anticipated further version(s) of YAR would be published before Congenbill 1994 fell out of use, and it would be desirable for the wording to incorporate the latest version of YAR in order to reflect the developments in shipborne commerce.

“STAR ANTARES” - New High Court Judgment Providing Clarification On The Application Of 1994 York-Antwerp Rules (Cont'd)



❖ The High Court Decision

The Court agreed with Defendant cargo insurers, with its findings that:

- In considering the background information available to the parties at the time of contracting, the Court thought they were more likely to have contracted in the context of the facts and circumstances as put forward by the Defendants rather than on the basis of the materials cited by the Claimant. The materials provided by Claimant were mere opinions, and had no basis on the legislation or judicial authority.
- The Court noted that each set of the rules was produced by the same body (Comité Maritime International) and contained many of the same provisions, although with some changes by way of update. Therefore the Court concluded that YAR 2004 and YAR 2016 could be considered as ‘modifications’ of YAR 1994, and it made express reference to this interpretation being consistent with *“the most obvious purpose of including a reference [in the Congenbill 1994 wording] to subsequent modifications of the specific YAR, namely to ensure that the adjustment of general average should be in step with major developments in shipborne commerce such as would be expected to be considered and taken into account by the CMI [Comite Maritime International]”* when issuing subsequent versions of the YAR over time.

❖ Comment

This is a long-standing question that whether YAR 2004 or 2016 should be treated as the modification of YAR 1994 or a new set of rules independent from each other. The present case brought the question to court so there is opportunity to resolve and achieve the uniformity.



“STAR ANTARES” - New High Court Judgment Providing Clarification On The Application Of 1994 York-Antwerp Rules (Cont'd)

❖ Comment (Cont'd)

- The cargo interests’ interpretation of the wording, as supported by the Court, is based on a plain and literal reading of the clause itself. This is different from the common practice among average adjusters. The shipowners are expected to appeal the decision.
- As a result of the decision, cargo interests can rely on the particular Rule XXIII in YAR 2016 of one-year time bar as running from the date of the GA adjustment (and the six-year ‘long stop date’ time bar from the date of termination of the common maritime adventure). This can provide cargo interests a more frequently available defence against general average contribution, as otherwise the YAR 1994 would apply the standard six-year contractual time bar commencing from the date of general average adjustment.

❖ A Side Note On Major Difference Between YAR 2004 And YAR 2016

- Rule B: YAR 2016 added sub-rules 2 and 4 relating to tug and tow.
- Rule E: YAR 2016 added sub-rule 2, 3 and 4 concerning notification and the provision of details of values and claims in general average.
- Rule VI: There are major changes regarding treatment of salvage remuneration. Where the contents of this rule in YAR 1994 mostly remains in YAR 2016, the latter devised additional sub-rule numbered as (b) on 5 listed circumstances where the parties’ separate contractual or legal liability to salvors can be allowed as general average.

“STAR ANTARES” - New High Court Judgment Providing Clarification On The Application Of 1994 York-Antwerp Rules (Cont'd)

page



❖ A Side Note On Major Difference Between YAR 2004 And YAR 2016 (Cont'd)

- Rule XVI: YAR 2016 added wording to deal with issue arising from place of final delivery not being port of discharge; also recognition that low value cargo may be excluded.
- Rule XX: YAR1994 allows a commission of 2 percent on general average disbursement (other than the crew wages and maintenance, fuel and stores). In YAR 2016, such commission is excluded.
- Rule XXI: YAR 1994 allows 7 percent interest rate per annum on general average allowances; YAR 2016 adopts interest rate to be calculated as ICE LIBOR and increased by 4%.
- Rule XXII: YAR 2016 made significant changes to the treatment of cash deposits.
- Rule XXIII: As YAR 1994 does not specify a time bar provision, YAR 2016 provides one-year time bar after the date upon which the general average adjustment is issued, subject to any mandatory rule of the national jurisdiction. It also provides that in no case shall an action be brought after six years from date of termination of the common maritime adventure. The periods may be extended if agreed by the parities.

❖ Definition Of Safe Ports / Berths

The definition is established in a case law “The Eastern City” [1958], where it was stated that a port / berth will not be safe unless “in the relevant period of time, the particular ship can reach it, use it and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship.” In other words, dangers (whether physical or not), which are avoidable by ordinary good navigation and seamanship will not render a port unsafe.

A safe port / berth allows the vessel to reach, stay and leave safely. For examples:

- While reaching the port / berth: the port / berth may be considered unsafe if the particular ship has an air-draft which exceeds the available clearance under a bridge on the way proceeding to the port, or the draft is not sufficient for the ship.

- While remaining in the port / berth: the fact that the port is safe to enter is not enough if it may become unsafe for the vessel to remain there. Common unsafe factors include adverse weather, inadequate berthing and mooring facilities, obstructions and defective navigational aids.
- While departing from the port / berth: the port / berth would be unsafe if the ship cannot safely leave the port due to onset of bad weather; ice has formed and damaged ship’s hull before she can safely leave.

❖ Rights And Obligations Under The Charter

- Where the obligation to nominate a safe port / berth come from?

The obligation needs to be expressly agreed under the charter; where the charter does not have a safe port / berth warranty, owners will not be able to make a safe port claim.

A safe port obligation will usually imply a safe berth warranty, but the contrary is not the case. Without a safe port obligation, the safe berth warranty will only apply to movements within the port and will not extend to the approach to the port.

❖ Rights And Obligations Under The Charter

- Charterers' obligation to nominate a safe port

Charterers have an absolute obligation to nominate a prospectively safe port. The port does not need to be safe at the time of nomination, but it must be safe when the ship is due to reach, stay and leave. The fact that charterers do not reasonably know of the danger is not a defence.

If the port becomes unsafe afterwards:

- ❑ Under a time charterparty, charterers are obliged to nominate another (safe) port.
- ❑ In the case of a voyage charter, charterers have no general duty or right to re-nominate. If the charter and the bill of lading have a liberty clause (e.g. "so near thereto as she may safely get"), then the owners may discharge the cargo at some other ports.

- Owners' Rights

Owners are entitled to act in good faith to proceed to the nominated port without having to make further enquiries.

However, if the ship master is in doubt of the safety issue of the port, he can have reasonable time to make enquiries without following charterers' order immediately.

Once there is reasonable ground of the safety concern, owners have right to refuse charterers' orders. If charterers persist in giving the order, owners may be entitled to terminate the charter; if charterers fail to make a new and valid nomination within the required timeframe, owners are entitled to damages for the waiting time.

However, when owners accept charterers' orders in full knowledge of the unsafety of the port, they may have waived their right to refuse to obey charterers' orders. Nevertheless, such does not mean waiver of right to damages, unless owners unequivocally represent to the charterers that they will not treat the order as a breach of the charter or have not acted reasonably to try to minimize damage to the ship.



❖ Charterers' Potential Defence To An Unsafe Port Claim

- Crew Negligence

The negligence of the crew (usually the ship master) can be a valid defence to an unsafe port claim if it is proven that it breaks the chain of causation. Courts will generally look into the dilemma faced by the ship master, if his acts are reasonable (albeit mistakenly), the cause of the damage would likely still stem from following charterers' order.

Charterers may argue that the master could have seen that the port was unsafe and that the decision to proceed is the true cause of the damage; however, such may not be supported by courts as charterers cannot generally rely on their own breach of contract to defend a claim.

- Abnormal occurrences

The port is unsafe if the damage to ship is due to the prevailing characteristics of the port, instead of an abnormal event such as tsunami. To decide whether the situation constitutes an abnormal occurrence is a matter of facts. For example, a sudden outbreak of war is not a characteristic of the port, but rather an abnormal occurrence; however, if the war persists, it may become a characteristic of the port in future nomination. The timing of judging whether the event is abnormal is when charterers give the order.

An illustration of unsafe port is the “Ocean Victory” [2015] case. “Ocean Victory” was discharging cargo at Kashima when the berth was affected by strong swell and high winds. The master decided to leave the berth for open water, but due to the severe gale the vessel was driven back onto the breakwater wall and became total loss. At the first instance, the English High Court found Kashima port was unsafe as the port did not have a safe system to allow vessel to leave safely by good navigation and seamanship in these weather conditions (which were not deemed to be an abnormal occurrence).

On the appeal, however, the court concluded that the “concurrent occurrence” of both i) severe swell from long waves and ii) the strong gale force winds from the northerly / north-eastern direction is the exit fairway was rare and was therefore an “abnormal occurrence”. Therefore, charterers were found not in breach of the safe port warranty. The decision was upheld by Supreme Court.

Loss Prevention: Carriage Of Energy Storage Units On Bulk Carriers

As discussed in our November issue, lithium-ion batteries in electric vehicles carried at sea have gained shipping industry's attention, due to the fire risks relating to thermal runaway, self-ignition and the risk of an explosive and toxic atmosphere. To further explore, this article will discuss the loss prevention measures in respect of energy storage units as break bulk onboard bulk carriers, which contain the lithium-ion batteries.

❖ Cargo Declaration

- Lithium-ion batteries are listed by the International Maritime Dangerous Goods code (IMDG) as class 9 which covers miscellaneous dangerous substances and articles.
- Therefore, when the energy storage unit is packaged, it will be governed by the provisions of IMDG, which lists a number of various UN numbers regarding transport of lithium-ion batteries.

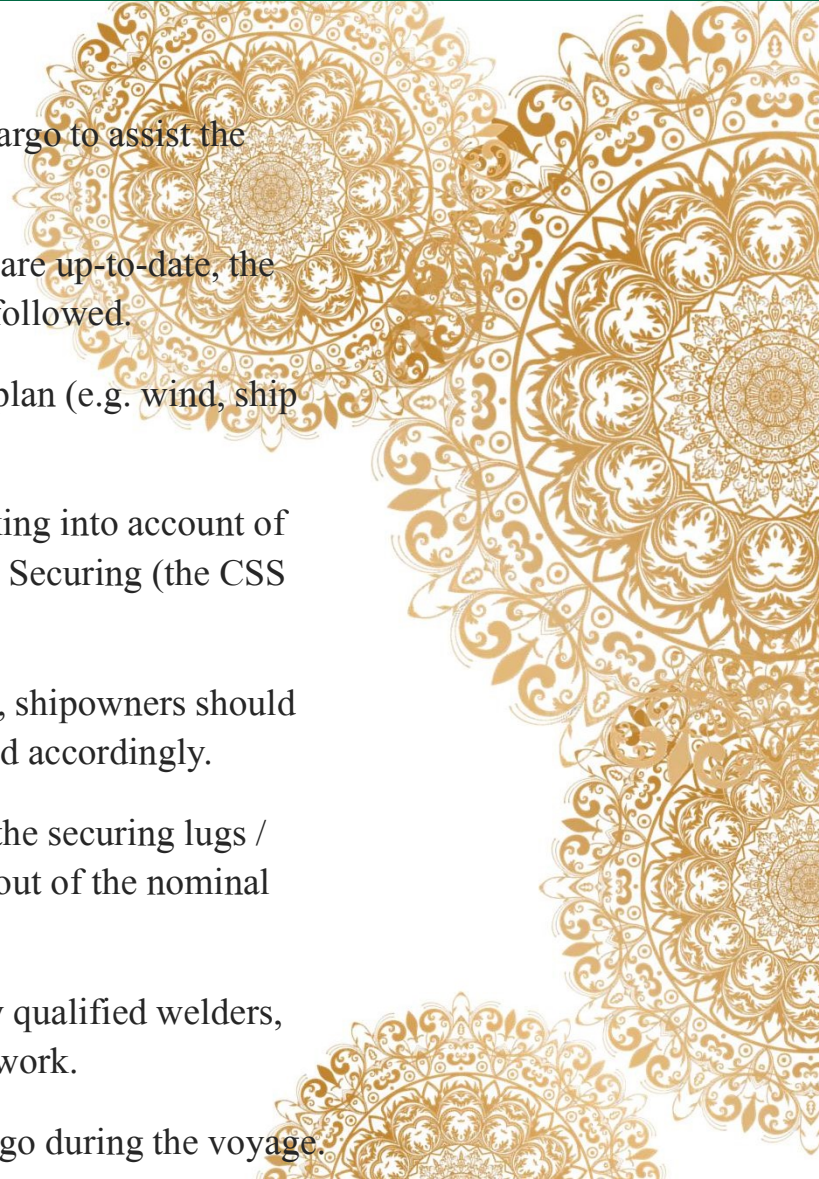
❖ Risk Assessment

- Shippers should be required to provide detailed transport guidelines containing all procedures for safeguarding carriage of the entire shipment, including handling/lifting plan, lashing and securing requirements, as well as emergency protocols.
- In accordance with shipper's provided information and any statutory requirements, shipowners should undertake a structured risk assessment regarding carriage considerations, cargo care, stowage, lashing requirements and any limitations.



❖ Loading And Securing

- In general, for safety purpose, it is advisable to appoint a competent surveyor/supercargo to assist the master during the loading operations, for securing procedures are executed properly.
- It is essential to ensure the inspection and maintenance of the cranes and lifting gear are up-to-date, the records are in order, and the manufacturer's recommended operational practices are followed.
- The crane operators must be duly qualified and the limiting conditions of the lifting plan (e.g. wind, ship motions, slewing speed...) must be complied with.
- Cargo should be secured following the ship's Cargo Securing Manual (CSM) and taking into account of the applicable recommendations of the Code of Safe Practice for Cargo Stowage and Securing (the CSS Code) – Annex 13.
- If the ship's CSM does not specifically cover the carriage of the energy storage units, shipowners should consult the Classification Society for approval, after that the CSM should be amended accordingly.
- Securing points availability should be considered in the stowage plan. For example, the securing lugs / pad-eyes should be aligned with the lashings so they are not subject to forces acting out of the nominal direction.
- Where welding are required for additional securing points, it should be performed by qualified welders, with inspection and test as appropriate, following relevant safety procedures for hot work.
- Ensure the cargoes do not possess any chemical risk of contaminating the project cargo during the voyage.



Loss Prevention: Carriage Of Energy Storage Units On Bulk Carriers (Cont'd)

❖ Voyage Considerations

- The ship must comply with intact stability requirements, and the metacentric height (GM) should be considered during the planning phase for all phases of the voyage so that it remains within acceptable limits.
- Weather routing should be considered, for minimizing the motion of the ship and acceleration on the cargo.
- If weather permits, the crew should frequently inspect the condition of the cargo and its lashing, and follow relevant procedures such as enclosed space procedure.
- If retightening lashings, it should be documented with images of the cargo.

❖ Emergency Training

- To follow the guidance provided by the IMDG code's emergency Schedule and Medical First Aid guide, shipowners should arrange training for the crew to be familiarized with the specific characteristics and risks associated with a lithium-ion battery fire, which might not be covered by the traditional STCW fire-fighting training.

- Meanwhile, it is vital for the crew to consider the early and effective deployment of the ship's fixed firefighting system, considering increased risk of an explosive and toxic atmosphere developing.

❖ Discharge

- If the master concerns about the cargo condition during discharge, it is advisable to notify the P&I Clubs to arrange a surveyor to verify the condition and protect shipowners' interest.
- In addition, similar as loading, the surveyor could also assist the crew to monitor the discharge operation, including correctly handling the cargo, as well as promptly recording / documenting any damages caused by the stevedores.

❖ Evidence Preservation For Potential Claims

In case of a claim, the following evidence should be preserved:-

Weather forecasts and weather routing covering the voyage; surveyor/supercargo's loading report; stability calculations; route planning; cargo ventilation logs; latest hatch cover test report; documentation of the crew's inspection and retightening of lashing etc..



Market Snapshot

New EU Oil Cap Sanction Rules Announced

- EU has adopted its 12th package of sanctions against Russia, in which the oil price cap was further tightened by new measures to more closely monitor the sale of tankers to third countries. This is to tackle the issue of circumventing the oil price cap by so-called “shadow fleet”.
- The information sharing mechanism among the G7+ countries are also strengthened, which will allow more accurate identification of vessels and entities if engaged in illegal practice, such as ship-to-ship transfers used to conceal the origin or destination of cargo and AIS manipulations.
- The sanctions package also introduced new import ban on liquefied petroleum gas (LPG), with the wind-down period of maximum 12 months for existing contracts.
- A new monitoring measure was also devised to require notification of certain transfers of funds out of the EU from EU entities directly or indirectly owned by more than 40% by Russians or entities established in Russia.

Panama Canal Restrictions Impact US East And Gulf Coast Port Volumes

- Due to a record-breaking lack of rain, the Panama Canal Authority (PCA) has significantly reduced the number of transiting vessels to 22 per day in December 2023 (as compared to 34-36 in the past). Starting from January 2024, PCA will increase daily transits to 24 following solid amounts of rain over the past six weeks.
- PCA recently also amended its auction system by introducing a “fast pass” system obtainable by vessels which have been waiting for at least 10 days. The auction would require payment of a one-off premium relating to the last available transit slot per day. It is reported that slots had been sold for 7-figure sums. Anonymous sources said a slot for a neo-Panamax was auctioned at almost USD4 million and a Panamax at average of USD1 million to USD1.5 million.
- Carriers are re-routing vessels to sail longer voyage to avoid delay in Panama Canal, and such impacted the US port volumes from November in the way of re-allocation of market share between East and Gulf Coast ports and the West Coast ports. In November, the import container volumes of top five East and Gulf Coast ports decreased to 42.0%, whilst the West Coast ports increased to 43.1%.

Bulk Carrier “Ruen” Hijacked Off Somalia

- The Maltese-flagged bulker “Ruen”, while carrying a cargo of metals, was hijacked on the morning of 14th December in the Indian Ocean approximately 680 nautical miles east of Bosaso, Somalia.
- Following the attack, the EU Naval Force’s flagship “ESPS Victoria” was deployed to monitor the situation on board the “Ruen”, along with a Japanese Navy ship “Akebono” and an Indian Navy ship “Kochi” which arrived in the vicinity of “Ruen” on 16th December. The ESPS VICTORIA has been granted permission by the Federal Government of Somalia to track the MV Ruen, even within Somalia’s territorial waters.
- According to the radio communications established on 15th December, the 18 crewmembers onboard “Ruen” were locked up in the citadel, but later the pirates managed to break into the citadel and extract the crew.
- It is suspected that the vessel was hijacked by Somali pirates after a noticeable decline of attacks in recent years. If confirmed as Somali piracy, it would be the first successful hijacking involving Somali pirates since 2017.

Bulgaria, Romania, Turkey To Clear Black Sea Mines

- Due to the Ukraine-Russia war, there are mines placed in both Ukrainian and Russian ports, and the untangled ones may float due to the current.
- Turkey, Romania and Bulgaria aimed to sign a deal in January 2024 on a joint plan to clear mines floating in the Black Sea. The mine-clearing vessels will carry out constant patrols to the point where Romania’s sea borders end.
- Earlier December, the IMO Assembly adopted a lengthy resolution which established an IMO-led technical assistance mission to support Ukrainian authorities in ensuring and monitoring the safety and security of ships that are using the Ukrainian special maritime corridor and Ukrainian port infrastructure.
- Ukraine’s Ministry of Infrastructure disclosed that as of the start of December, more than 130 vessels have departed from Ukrainian ports, exporting more than 5 million tons of goods since August, weeks after Russia’s withdrawal from the United Nations-brokered Black Sea Grain Initiative.

Singapore Port Authority Seeks Methanol Bunker Supply Proposals

- Singapore has received its first methanol bunker vessel “Maple”. The 4,000 dwt-vessel was built by Japan’s Sasaki Shipbuilding, and Bureau Veritas participated in the project and classed the vessel.
- The Singapore-flagged “Maple” is an IMO Type 2 chemical and oil tanker equipped with twin-screw propulsion, a flow boom and a mass flow metering system. Its cargo tanks are specifically coated with inorganic zinc silicates to support the operation of methanol bunkering. The vessel will start service in early 2024, and its sister vessel “Kara” is scheduled for delivery in March 2024.
- The vessel will be operated by Global Energy Trading and its subsidiary Stella Shipmanagement Services Pte Ltd to fulfill the company’s aim to expand its offering with capabilities in biofuel and methanol. The delivery of the dedicated methanol bunkering vessel will help to accelerate the deployment of methanol as a marine fuel, while also expanding on Singapore’s role as the world’s largest bunkering port.

Greener Ship Recycling Options Emerge For EU

- Exports of ship recycling waste in EU-flagged ships are currently banned by the EU under the Basel Convention on transboundary movements of hazardous waste, and the EU Ship Recycling Regulation sets stringent standards for ship recycling and requires all EU-flagged vessels to be recycled at a facility on a list of approved yards.
- A new EU agreement on waste shipments is set to remove the roadblock by allowing a number of non-OECD ship recycling yards to be included into the EU-approved list. This will allow exports of hazardous waste to non-OECD countries provided that the receiving facilities can provide sustainable management and disposal in line with EU regulations under a proposed amendment to the EU Waste Shipment Regulation.
- As many as 32 recycling yards in non-OECD countries have applied for EU approval, most of which are located in India. While the new legislation would unleash much shipbreaking capacity for a massive wave of EU-flagged tonnage over the coming years, it is also expected that South Asia will become a new greener shipping recycling spot.

Brazil's Yearly Soybean Exports Top 100 Million Tons For The First Time

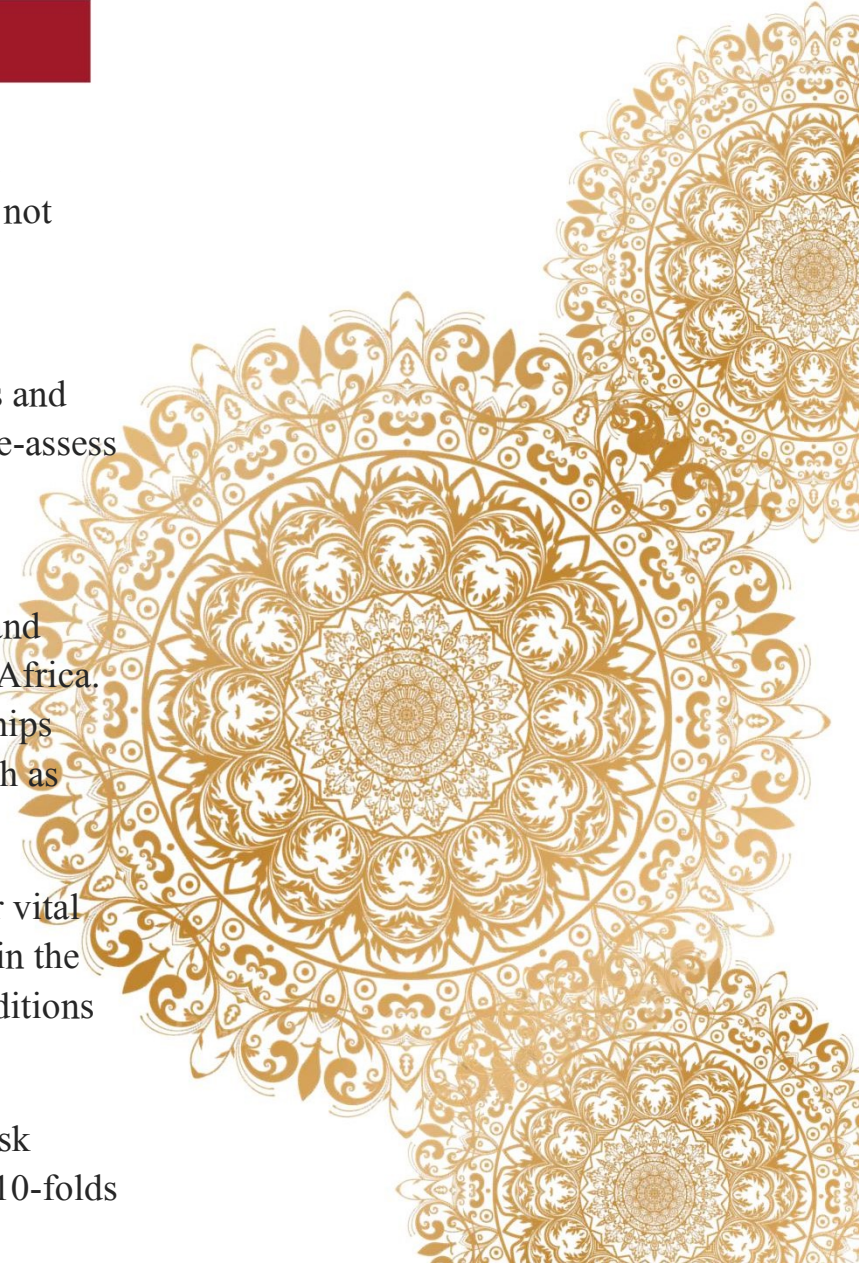
- Brazil, the world's largest soybean exporter, has for the first time ever exported over 100 million metric tons of the oilseed within a year. The figure broke Brazil's previous record for most soybeans exported in one year of 86.1 million in 2021.
- Nearly one third of the world's annual soybean consumption occurs in China, and on average over the last three marketing years, around 70% of Brazil's exported soybeans headed to China.
- Brazil has been rapidly expanding its soybean crop, but the Chinese demand has been stagnant for recent few years; for this year, Brazil faced national storage deficit. All these factors caused the soybean's export price to a lower level, and major importers of soybean are active to replenish their stock.

LNG Shipping Rates Are Slumping Despite Red Sea Chaos

- Despite the current turmoil in the Red Sea which forced some vessels to take longer and more costly routes, the LNG shipping spot rates started to drop since late November and accelerated after mid-December.
- The slump is partially due to lower demand for LNG amid mild weather. There are also no major LNG price gaps between consuming regions, meaning that there are limited arbitrage opportunities.
- At the moment in the LNG trade, fuel from the US typically lands in Europe, while Asians buyers mainly source it from closer producers such as Qatar or Australia. That means many vessels haven't had the need to sail through Suez Canal or Panama Canal, and the situations in Red Sea and Panama are yet impactful on the LNG freight and cargo prices.
- However, market analysts considered the current lack of freight increase was not necessarily a sure sign of rate stability in the coming January, as the past years showed that freight and cargo prices were easily influenced by the risk of supply-side shocks.

Global Trade Faces Challenges As Houthi's Disrupt Red Sea Shipping

- The attacks on commercial vessels by the Yemen-based Houthi militants amount to an escalation of the Israel-Hamas war. Although the Houthi alleged to target vessels with a connection to Israel, on 18th December it attacked a tanker “Swan Atlantic” which does not show any connection with Israel.
- About 40% of international trade passes through the narrow strait between Yemen and northeast Africa, which leads northwards to the Red Sea, Israel’s southern port facilities and the Suez Canal. With the waterway became more perilous, shipping companies had to re-assess the risks and considered re-routing.
- International trade in different sectors had been slowed down. By 20th December, top containership owners such as MSC Mediterranean, A.P. Moller – Maersk, CMA CGM and Hapag – Lloyd had changed their routes from Red Sea and taken the long route around Africa. Two oil and energy giants - BP and Norway’s Equinor ASA also announced that their ships would not pass through the Red Sea. Natural gas prices in Europe has surged by as much as 13%, and Brent oil futures jumped by 3.9%.
- The threats posed to the trade corridor are happening at a timing when the world’s other vital waterway – Panama Canal is being severely restricted by drought. Rising uncertainties in the international trade with the global economy rebounding because of easier financial conditions could put upward pressure on goods inflation over the coming months.
- Joint War Committee, which advises Lloyd’s marine insurers, had expanded the high-risk listed area of the Red Sea. It is said that the war additional premium has surged almost 10-folds since the attacks first began.



Merry Christmas and Happy New Year 2024 !

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<https://www.skuld.com/topics/legal/pi-and-defence/safe-port-berth-warranties-in-sales-contracts---pitfalls-to-avoid/>

<https://www.gard.no/web/articles?documentId=36164784>

<https://britanniapandi.com/2023/10/carraige-of-energy-storage-units-on-bulk-carriers/>

<https://splash247.com/new-eu-oil-cap-sanction-rules-announced/>

<https://splash247.com/daily-transits-at-the-panama-canal-to-increase-next-month/>

<https://gcaptain.com/panama-canal-restrictions-hit-us-east-and-gulf-coast-port-volumes/>

<https://gcaptain.com/mystery-surrounds-hijacked-bulk-carrier-ruen-off-somalia/>

<https://www.marineinsight.com/shipping-news/hijacked-mv-ruen-now-positioned-near-somalia-with-18-crew-members/>

<https://splash247.com/bulgaria-romania-turkey-to-clear-black-sea-mines/>

<https://insurancemarineneews.com/insurance-marine-news/singapore-port-authority-seeks-methanol-bunker-supply-proposals/>

<https://splash247.com/greener-ship-recycling-options-emerge/>

<https://www.hellenicshippingnews.com/brazils-yearly-soybean-exports-top-100-million-tons-for-the-first-time/>

<https://www.lexology.com/library/detail.aspx?g=3930e8df-c178-4d65-9a70-b74460c420c8>

<https://www.clydeco.com/zh/insights/2023/11/star-antares-the-stars-align-for-the-york-antwerp>

https://www.westpandi.com/getattachment/bda5d2f7-8283-43e1-abbb-9727e7c7a0cb/safe_ports_and_berths_4pp_v2_lr.pdf

<https://neighbourhood-enlargement.ec.europa.eu/news/eu-adopts-12th-package-sanctions-against-russia-its-continued-illegal-war-against-ukraine-2023-12->

https://gcaptain.com/global-trade-faces-turmoil-as-houthi-disrupt-red-sea-shipping/?subscriber=true&goal=0_f50174ef03-fac334fc48-

170463743&mc_cid=fac334fc48&mc_eid=974e2b2d5c

<https://www.reuters.com/markets/commodities/massive-brazilian-soybean-exports-too-heavily-leaning-china-2023-12-20/>

<https://gcaptain.com/lng-shipping-rates-are-slumping-despite-red-sea-chaos/>