**APPENDIX “A”**

**COMPARISON OF HAGUE-VISBY RULES & ROTTERDAM RULES**

<table>
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<th>Hague-Visby Rules</th>
<th>Rotterdam Rules</th>
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<tr>
<td><strong>Article III</strong> &lt;br&gt; Responsibilities and Liabilities</td>
<td><strong>Chapter 4</strong> &lt;br&gt; Obligations of the Carrier</td>
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<tr>
<td>1. The carrier shall be bound, before and at the beginning of the voyage, to exercise due diligence to</td>
<td>1. The carrier shall during the period of its responsibility as defined in article 12, and subject to article 26(^1), properly and carefully receive, load, handle, stow, carry, keep, care for, unload and deliver the goods.</td>
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<tr>
<td>(a) make the ship seaworthy;</td>
<td><strong>Article 13</strong> &lt;br&gt; Specific obligations</td>
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<tr>
<td>(b) properly man, equip and supply the ship;</td>
<td>1. Make and keep the ship seaworthy;</td>
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<tr>
<td>(c) make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.</td>
<td>(b) Properly crew, equip and supply the ship and keep the ship so crewed, equipped and supplied throughout the voyage; and</td>
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<tr>
<td>2. Subject to the provisions of Article IV, the carrier shall properly and carefully load, handle, stow, carry, keep, care for and discharge the goods carried.</td>
<td>(c) Make and keep the holds and all other parts of the ship in which the goods are carried, and any containers supplied by the carrier in or upon which the goods are carried, fit and safe for their reception, carriage and preservation.(^2)</td>
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1. Article 26 covers carriage preceding or subsequent to sea carriage.

2. Under Article 80, a volume contract may derogate from the rights and obligations contained in sub-paragraph (c) of Article 14 but not those found in sub-paragraphs (a) and (b)
properly manned, equipped and supplied, and to
make the holds, refrigerating and cool chambers
and all other parts of the ship in which goods are
carried fit and safe for their reception, carriage
and preservation in accordance with the
provisions of paragraph 1 of Article III.

Whenever loss or damage has resulted from
unseaworthiness, the burden of proving the
exercise of due diligence shall be on the carrier or
other person claiming exemption under this
article.

2. Neither the carrier nor the ship shall be
responsible for loss or damage arising or
resulting from

(a) act, neglect, or default of the master, mariner,
pilot or the servants of the carrier in the
navigation or in the management of the ship;

(b) fire, unless caused by the actual fault or
privity of the carrier;

(c) perils, dangers and accidents of the sea or
other navigable waters;

(d) act of God;

(e) act of war;

(f) act of public enemies;

(g) arrest or restraint of princes, rulers or people,
or seizure under legal process;

(h) quarantine restrictions;

(i) act or omission of the shipper or owner of the
goods, his agent or representative;

(j) strikes or lock-outs or stoppage or restraint of
labour from whatever cause, whether partial or
general;

(k) riots and civil commotions;

(l) saving or attempting to save life or property
at sea;

(m) wastage in bulk or weight or any other loss or

claimant proves that the loss, damage or delay, or
the event or circumstance that caused or
contributed to it took place during the period of
the carrier’s responsibility as defined in chapter
4.

2. The carrier is relieved of all or part of its
liability pursuant to paragraph 1 of this article if
it proves that the cause or one of the causes of the
loss, damage, or delay is not attributable to its
fault or to the fault of any person referred to in
article 18.

3. The carrier is also relieved of all or part of its
liability pursuant to paragraph 1 of this article if,
alternatively to proving the absence of fault as
provided in paragraph 2 of this article, it proves
that one or more of the following events or
circumstances caused or contributed to the loss,
damage or delay:

(a) Act of God;

(b) Perils, dangers, and accidents of the sea or
other navigable waters;

(c) War, hostilities, armed conflict, piracy,
terrorism, riots, and civil commotions;

(d) Quarantine restrictions; interference by or
impediments created by governments, public
authorities, rulers, or people including detention,
arrest, or seizure not attributable to the carrier or
any person referred to in article 18;

(e) Strikes, lockouts, stoppages, or restraints of
labour;

(f) Fire on the ship;

(g) Latent defects not discoverable by due
diligence;

(h) Act or omission of the shipper, the
documentary shipper, the controlling party, or
any other person for whose acts the shipper or the
documentary shipper is liable pursuant to article
33 or 34;

(i) Loading, handling, stowing or unloading of
the goods performed pursuant to an agreement in
damage arising from inherent defect, quality or vice of the goods;

(n) insufficiency of packing;

(o) insufficient or inadequacy of marks;

(p) latent defects not discoverable by due diligence;

(q) any other cause arising without the actual fault and privity of the carrier, or without the fault or neglect of the agents or servants of the carrier, but the burden of proof shall be on the person claiming the benefit of this exception to show that neither the actual fault or privity of the carrier nor the fault or neglect of the agents or servants of the carrier contributed to the loss or damage.

according to article 13, paragraph 2, unless the carrier or a performing party performs such activity on behalf of the shipper, the documentary shipper or the consignee;

(j) wastage in bulk or weight or any other loss or damage arising from inherent defect, quality, or vice of the goods;

(k) insufficiency or defective condition of packing or marking not performed by or on behalf of the carrier;

(l) saving or attempting to save life at sea;

(m) reasonable measures to save or attempt to save property at sea;

(n) reasonable measures to avoid or attempt to avoid damage to the environment; or

(o) acts of the carrier in pursuance of the powers conferred by articles 15 and 16.

4. notwithstanding paragraph 3 of this article, the carrier is liable for all or part of the loss, damage or delay:

(a) if the claimant proves that the fault of the carrier or of a person referred to in article 18 caused or contributed to the event or circumstance on which the carrier relies; or

(b) if the claimant proves that an event or circumstance not listed in paragraph 3 of this article contributed to the loss, damage, or delay, and the carrier cannot prove that this event or circumstance is not attributable to its fault or to the fault of any person referred to in article 18.

5. the carrier is also liable, notwithstanding paragraph 3 of this article, for all or part of the loss, damage, or delay if:

(a) the claimant proves that the loss, damage or delay was or was probably caused by or contributed to by (i) the unseaworthiness of the ship; (ii) the improper crewing, equipping, and supplying of the ship; (iii) the fact that the holds or other parts of the ship in which the goods are carried, or any containers supplied by the carrier
in or upon which the goods are carried, were not fit and safe for reception, carriage, and preservation of the goods; and

(b) The carrier is unable to prove either that: (i) none of the events or circumstances referred to in subparagraph 5(a) of this article caused the loss, damage, or delay; or (ii) it complied with its obligation to exercise due diligence pursuant to article 14.

6. When the carrier is relieved of part of its liability pursuant to this article, the carrier is liable only for that part of the loss, damage or delay that is attributable to the event or circumstance for which it is liable pursuant to this article.

Article 18
Liability of the carrier for other persons

The carrier is liable for the breach of its obligations under this Convention caused by the acts or omissions of:

(a) Any performing party;

(b) The master or crew of the ship;

(c) Employees of the carrier or a performing party; or

(d) Any other person that performs or undertakes to perform any of the carrier’s obligations under the contract of carriage, to the extent that the person acts, either directly or indirectly, at the carrier’s request or under the carrier’s supervision or control.