

Carriage of Goods by Sea Act, B.E. 2534 (1991)**Translation**

BHUMIBOL ADULYADEJ, REX.

Given on the 14th Day of November B.E. 2534 (1991);

Being the 46th Year of the Present Reign

His Majesty King Bhumibol Adulyadej is graciously pleased to proclaim that:

WHERE it is expedient to have a law on the carriage of goods by sea;

Be it, therefore, enacted by the King, by and with the advice and consent of the National Legislative Assembly in the capacity of the National Assembly, as follows:

Section 1

This Act shall be called "Carriage of Goods by Sea Act, B.E. 2534 (1991)"

Section 2

This Act shall come into force 90 days after its publication in the Government Gazette.

Section 3

In this Act:

"Carrier" means a person who is a Carrier of goods by sea for remuneration in his ordinary course of trade and who has entered into a contract for the carriage of goods by sea with a shipper.

"Other Carrier" means a person who is not a party to a contract for the carriage of goods by sea with a shipper but who has been entrusted by the Carrier to carry the goods under such a contract even if for only a part of the voyage and shall include any other persons whom the Other Carrier has entrusted with the task of carrying the goods, no matter how many delegations there may be, but shall exclude persons expressly entrusted or entrusted by implication in accordance with the business practice in the carriage of goods by sea to be the Carrier or Other Carrier's agent for doing such business work pertaining to the carriage of goods by sea as immigration procedures, customs procedures, pilotage, entering port, departure from port, the loading of goods, delivery of goods to the consignee, and so on.

"Shipper" means a person who is a party with the Carrier in a contract for the carriage of goods by sea.

"Consignee" means

- (a) the person who is named in the bill of lading as the Consignee, or the receiver in the case of a bill of lading issued to a named person, or
- (b) the last endorsee of the bill of lading in the case of an ordered bill of lading or a bill of lading issued to a named person, if there is no prohibition against endorsement, or
- (c) the person who is named as the receiver in the case where no bill of lading is issued or where a document otherwise called is issued.

"Goods" means movables and live animals, and includes articles of transport which the Shipper has provided for use in carriage.

"Article of transport" means a container, pallet or other similar thing which is used to contain or to support the Goods, or which is used to combine together several units of carriage for the purpose of carriage by sea.

"Unit of carriage" means a unit of the Goods to be carried by sea and counted as one. Each unit could be transported on its own, for example a sack, a piece, a keg, a container, a bale, a case, a ball, a parcel, a package and an item. Units known by other names are also included.

"Contract for the carriage of goods by sea" means a contract whereby the Carrier carries Goods by sea from a port or place in one country to a port or place in another country and charges freight.

"Accessories of the freight" means any and all of the expenses duly incurred by the Carrier in the course of transportation and for which it is the practice in the transport of Goods by sea to hold to be a part of the freight, and shall extend to include any additional moneys the Carrier must collect over and above the normal freight charges to make good the expenses incurred by the Carrier in the provision of services due to events beyond the Carrier's control and for which it is customary for the Carrier to collect in transportation by sea. Examples include an increase in the price of fuel oil, additional expenses incurred by congesting at port or at a place of loading or discharging Goods, and charges in foreign exchange rates.

"Bill of Lading" means a document which the Carrier issues to the Shipper under the contract for carriage of goods by sea evidencing that the Carrier has taken the Goods specified in the Bill of Lading into his custody or has loaded the Goods and undertakes to deliver the Goods to the person entitled to receive them upon surrender of the Bill of Lading.

Section 4

This Act shall apply to carriage by sea from a place within the Kingdom to a place outside the Kingdom or from a place outside the Kingdom to a place within the Kingdom, unless it is provided in the Bill of Lading that the law of another country or international law shall apply, in which case such shall apply; however, even if there is such a provision, if it is apparent that one of the parties is a Thai national or a juristic person established under Thai law, this Act shall apply.

In the case of transportation of Goods by sea within the Kingdom, if an agreement in writing is made for this Act to govern, then this Act shall govern *mutatis mutandis*.

In the case of transport for which freight is not charged, the Carrier is not liable under this Act unless a Bill of Lading, a receipt (of receipt of Goods) or a document of the same kind is issued in which event the Carrier must state in the Bill of Lading, receipt or other document that the Carrier does not accept liability for otherwise such cannot be invoked against a third party, or a Consignee, who has been assigned the rights under the Bill of Lading, receipt or other document.

Section 5

This Act does not apply to the carriage of goods by sea under a charter party, irrespective of whether the whole ship or only a part of the ship is chartered. However, if a Bill of Lading is issued covering the Goods carried pursuant to the charter party, then the rights and duties of the Carrier and the Consignees who are not the charterer shall be governed by this Act.

Section 6

A contract for the carriage of goods both by sea and by another mode of transport shall be governed by this Act only insofar as the carriage by sea.

Section 7

The Minister of Communications shall have charge and control of the execution of this Act.

CHAPTER 1
RIGHTS AND DUTIES OF THE CARRIER

Section 8

Before loading or before the departure of the vessel, the Carrier shall:

- (1) make the vessel safe and seaworthy for the route;
- (2) properly man, equip and supply the ship to suit the requirements of the ship; and
- (3) make the holds, the refrigeration, the cold rooms etc., and all other parts in which Goods are loaded, fit and safe for the reception, carriage and preservation of the Goods.

In performing his duties under this section, the Carrier shall do everything to the extent that a person who is a Carrier of goods by sea by occupation would normally and reasonably be required to do.

Section 9

If any deficiency occurs in the things set forth in section 8, after the Goods have been loaded on board or after the vessel has sailed, then the Carrier shall take such measures to remedy that deficiency as soon as possible for a person whose occupation is the carriage of goods by sea in such a situation.

Section 10

The Carrier shall carefully and properly load, lift, move, keep, care for and discharge the Goods he carries.

Section 11

The Carrier is entitled to carry the Goods on deck when there is an agreement with the Shipper to that effect, or there is a usage of trade entitling such carriage, or there are laws or regulations entitling it.

If the Carrier and the Shipper have agreed that the Goods shall or may be carried on deck, then the Carrier must make a statement to that effect in the Bill of Lading or, where no Bill of Lading is issued, in any other document that is evidence under the Contract for the carriage of goods by sea.

In the absence of such a statement, should the Carrier claim that there was such an agreement, the Carrier shall bear the burden of proof that an agreement for carriage on deck has been entered into, however, in such a case the Carrier is not entitled to set up such an agreement against a third party, or a Consignee, who has acquired the Bill of Lading or other document without knowing of such agreement.

Where Goods have been carried on deck contrary to the provisions of the first paragraph, or the Carrier has not recorded such an agreement in the Bill of Lading or other document as laid down in the third paragraph, then the provisions of Section 51, Section 52, Section 53, Section 54, Section 55 and Section 56 shall not be applied.

Carriage of goods on deck contrary to an express agreement between the Carrier and the Shipper for their carriage in the holds shall be deemed an act or omission on the part of the Carrier under Section 60 (1).

Section 12

After the Carrier has received the Goods into his custody, the Carrier shall, on deemed by the Shipper, issue the Shipper with a Bill of Lading.

Section 13

After the Goods have been loaded on board, if the Shipper so demands, the Carrier must issue the Shipper with a "shipped" Bill of Lading.

Section 14

Save where there is a term in the Bill of Lading or an agreement otherwise set forth in the Contract for the carriage of goods by sea, the Carrier is entitled to receipt of both the freight and the Accessories of the freight when the Goods have been carried to the port of destination or to the place agreed upon to be the destination and is ready to deliver the Goods.

Section 15

The Carrier is entitled to retain the Goods until he has been paid both the freight and the Accessories of the freight or until the Consignee has given a reasonable security.

Section 16

When the Goods have arrived at the port of destination or the place agreed upon to be the destination, the Carrier shall promptly notify the Consignee of such.

Section 17

Any term in a Contract for the carriage of goods by sea the purpose of which or the fruit of which is, whether directly or by implication, any one of the following shall be void.

- (1) To relieve the Carrier of any of his duties or liabilities provided in this Act.
- (2) To set the liabilities of the Carrier so as to be less than those stipulated in Section 58 or Section 60.
- (3) To shift a burden of proof stipulated in this Act as being that of the Carrier onto the Shipper or a third party.
- (4) To make the Carrier the beneficiary to an insurance contract in which the Goods under the Contract for the carriage of goods by sea are the insured object.

The voidness of a term under the first paragraph shall not affect the validity of the other terms in the contract, and it shall be held to be the intention of the parties to separate the other terms from the void term(s).

The provisions of this Sections do not debar the parties from agreeing to stipulate more duties and responsibilities of the Carrier than are provided for in this Act.

CHAPTER 2 BILLS OF LADING

Section 18

A Bill of Lading shows the following particulars:-

- (1) the general nature of the Goods, the leading marks necessary for identification of the Goods, an express statement, if applicable, as to the dangerous character of the Goods, and the number of units of carriage and the weight of the Goods, or their quantity otherwise expressed, all such particulars being furnished by the Shipper;
- (2) the apparent condition of the Goods;
- (3) the name and the office of the Carrier;
- (4) the name of the Shipper;
- (5) the name of the Consignee, if specified by the Shipper;

- (6) the freight to the extent payable by the Consignee or a statement that the Consignee is the person who is liable to pay the freight and demurrage for any delay in loading at the port of departure;
- (7) the port of departure where the Goods are loaded under the Contract for the carriage of goods by sea and the date when the Carrier has taken the Goods into his custody;
- (8) the port of discharge under the Contract for the carriage of goods by sea;
- (9) a statement that the Goods are to be or may be carried on deck;
- (10) the day or time of delivery at port of discharge, if the parties to the contract have so agreed;
- (11) the limitations of liability more than those laid down in Section 53;
- (12) the place and the date of issue of the Bill of Lading;
- (13) the number of originals of the Bill of Lading issued.

Section 19

The "shipped" Bill of Lading described in Section 13, in addition to the particulars required under Section 18, must also give the name of the vessel onto which the Goods are loaded together and the date when the loading has been completed.

Section 20

In the case the carrier has issued the Shipper with a Bill of Lading or another such document of right with respect to the Goods prior to loading, if the Shipper then requests of the Carrier that a "shipped" Bill of Lading be issued, the Shipper must surrender the said Bill of Lading or other document to the Carrier in exchange for the "shipped" Bill of Lading so requested. In such an event, the Carrier may amend the previously issued Bill of Lading or other document in order to meet the Shipper's demand for a "shipped" Bill of Lading but only if, when so amended, such Bill of Lading or other document includes all the particulars contained in a "shipped" Bill of Lading.

Section 21

A Bill of Lading issued by the Carrier that does not contain all the particulars set forth in Section 18 and Section 19 is nevertheless a legal Bill of Lading if it has the characteristics of a Bill of Lading under Section 3.

Section 22

In the case of a Bill of Lading that does not contain the particulars set forth in Section 18 (6), it shall be presumed that the Consignee is not required to pay freight or demurrage for delay in loading at the port of departure. However, if such a Bill of Lading has been transferred to the Consignee or a third party who has acted in good faith in reliance on the Bill of Lading, proof by the Carrier to the contrary is not permissible.

Section 23

Where the Shipper is the informant with respect to the information concerning the general nature of the Goods, the leading marks, the number of units of carriage and the weight or quantity of the Goods, or is the person who has furnished such information to be put in the Bill of Lading, if the Carrier or another person who issued the Bill of Lading on his behalf knows or has reasonable grounds to suspect that the information does not accurately represent either the Goods received or in the case of a "shipped" Bill of Lading having been issued the Goods loaded, or if there is given the condition, situation or and the circumstances, no reasonable procedure for examining the truth and accuracy of the particulars given in the Bill of Lading, then such person must record in the Bill of Lading a reservation specifying the points that are inaccurate, the grounds for suspicion or the circumstances concerning the inability to examine for the truth and accuracy, as the case may be.

Section 24

If the Carrier of another person issuing the Bill of Lading on his behalf has not recorded on the Bill of Lading the apparent condition of the Goods, the Goods shall be deemed to have been in an apparent good condition.

Section 25

If no record is made of the reservation in the Bill of Lading as provided for in Section 23, it shall be presumed that the Carrier has taken over of the Goods or, where a "shipped" Bill of Lading is issued, has loaded the Goods, as is described in such Bill of Lading. However, if the Bill of Lading has been transferred to a Consignee or a third party who has acted in good faith in reliance on the particulars stated therein, proof by the Carrier to the contrary is not permissible.

Section 26

Where a Bill of Lading is issued, the relationship between the Carrier and the Consignee for all the several matters relating to the carriage of the goods specified in the Bill of Lading shall be governed by the terms of the Bill of Lading.

Section 27

A Bill of Lading, even when it is issued to a named person, can always be transferred by endorsement, unless there is a prohibition against endorsement in the Bill of Lading.

Section 28

When a Bill of Lading has been issued, the Consignee can demand delivery of the Goods to him upon his surrendering the Bill of Lading to the Carrier or upon giving a reasonable security.

Section 29

In the case of there being more than one original of the Bill of Lading, when the Goods have arrived at the port of destination or the place agreed upon to be the destination.

- (1) Even should the Consignee have surrendered only one original of the Bill of Lading, and the Carrier has delivered the Goods to him, then the other copies of the Bill of Lading that have not been surrendered shall cease to have any force, or;
- (2) If it is evident, either before or during the delivery, that there is more than one Consignee demanding delivery of the same Goods, and each Consignee has an original of the Bill of Lading for surrender, then in such a case, the Carrier shall deposit at a deposit office the whole of the Goods, or that part of the Goods that have not yet been delivered, and Section 333 of the Civil and Commercial Code shall apply *mutatis mutandis*.

Section 30

In the case of there being more than one original of the Bill of Lading, so long as the Goods have not arrived at the port of destination or the place agreed upon to be the destination, the Carrier is under no obligation to deliver the Goods to any person, save where all the originals of the Bill of Lading issued have been surrendered to him.

However, if the Carrier has delivered the Goods before all of the Bills of Lading have been surrendered to him, the Carrier shall be liable to the Consignees in possession of the originals of the Bills of Lading not surrendered to him.

CHAPTER 3 RIGHTS AND DUTIES OF THE SHIPPER

Section 31

The Shipper is not liable for damage sustained by the Carrier or the Other Carrier, or for damage sustained by the vessel, unless such damage was caused by the fault or neglect of the Shipper, his agents or his servants, or resulted from the nature of the Goods because of the failure of the Shipper to comply with the law or commercial practice concerning the shipment of such Goods.

Section 32

In the case of Section 23, where the Shipper has notified or finished the information for the Carrier to record in the Bill of Lading, once such a record has been made the Shipper shall be deemed to have given warranty to the Carrier as to the truth and accuracy of the information provided with respect to such Goods.

If any damage results from the inaccuracies in such information described in the first paragraph, the Shipper shall be liable to indemnify the Carrier, even if the Shipper has transferred the Bill of Lading to a third party. However, the Carrier shall remain liable to a third party under the Contract for the carriage of goods by sea.

Section 33

The Shipper must mark or label appropriately any dangerous Goods, Goods which are inflammable, explosive or in any way dangerous, so that it shall be known that such Goods are dangerous.

Where the Shipper hands over the Goods described in the first paragraph to the Carrier or Other Carrier, as the case may be, the Shipper must inform the Carrier or Other Carrier of the dangerous character of the Goods and, in the event the Carrier or Other Carrier so requires the Shipper shall inform the Carrier or Other Carrier of the precautions and measures to be taken to avoid such danger.

Section 34

If the Shipper has failed to comply with Section 33 and the Carrier or Other Carrier does not have knowledge of the dangerous character of the Goods, then the following provisions as to the right and duties of the Shipper, the Carrier and the Other Carrier shall apply:-

- (1) The Carrier or the Other Carrier may at any time unload, destroy or render innocuous such Goods as the case may require, without payment of any compensation at all.
- (2) The Shipper shall remain liable for the damage and all the expenses resulting, whether directly or indirectly, from the carriage of such Goods other than the expenses on (1).

Section 35

Even where the Shipper has complied with Section 33, or the Carrier or the Other Carrier has loaded the Goods described in the first paragraph of Section 33 with knowledge of their dangerous character, if later it becomes clearly apparent that the Goods are an actual danger to life or property, then the Carrier or the Other Carrier may unload, destroy or render innocuous those Goods, as the case may require, without payment of compensation, unless the case is one where the Carrier is liable under Section 39 and cannot invoke the exclusions from liability set forth in Section 51, Section 52, Section 53, Section 54, Section 55 or Section 56.

Section 36

While the Goods are in the custody of the Carrier, the Shipper can order the Carrier to stop the shipping of the Goods, to return the Goods, to stop delivery of the Goods to the Consignee, or to deal with the Goods in any other way, provided that he surrenders to the Carrier all the originals of the Bills of Lading which have been issued. In such an event, the Carrier is entitled to receive the expenses incurred in undertaking the carriage of the

Goods or pursuant to the Shipper's orders, and is entitled to the freight for that part of the voyage already undergone.

If he has followed the orders of the Shipper without all the originals of the Bill of Lading having been surrendered, the Carrier shall be liable to the Consignee(s) in his possession of the original(s) of the Bill(s) of Lading not already surrendered.

Section 37

If, as result of a fault or act of negligence on the part of the Shipper or the Shipper's agents or servants, the Carrier or Other Carrier has suffered damage, the Carrier or the Other Carrier, as the case may be, must give notice in writing to the Shipper or his agent of the damage, specifying the general nature of the damages, and do so within 90 days as from the day when the damage occurred or the date of delivery as defined in Section 40, whichever is the later, for otherwise it shall be presumed that the Carrier or the other Carrier has not sustained such damage.

Section 38

In the event the Shipper requests the Carrier or agent to issue him a Bill of Lading either without having him record therein any reservation as to particulars in the Bill of Lading and allows the information stated in the Bill of Lading to stand as notified or furnished by the Shipper, or without any reservation as to the apparent condition of the Goods in the Bill of Lading, and the Shipper warrants or agrees to consent to make indemnification for any damage incurred by issuing such Bill of Lading, such warranty or agreement cannot be set up against the Consignee or against a third party who is a transferee of that Bill of Lading.

CHAPTER 4

LIABILITIES OF THE CARRIER

Section 39

Subject to the provisions of Section 51, Section 52, Section 53, Section 54, Section 55, Section 56 and Section 58, the Carrier shall be liable for damage resulting from loss of or damage to the Goods which have been handed over to him by the Shipper, as well as from any delay in delivery, but only if the event which caused the loss, damage or delay in delivery took place while the Goods were in his custody.

For the purposes of this Section, the Carrier is deemed to have custody of the Goods from the time when he has received the Goods at the port of loading from the Shipper or his agent, or from an officer or any other person to whom, pursuant to the law or regulations applicable at the port of loading, the Shipper must hand over the Goods for shipment and until the time when the Carrier has delivered the Goods at the port of destination, or the place agreed upon to be the destination, as stipulated in Section 40.

Section 40

In the following cases, it is deemed that the Carrier has delivered the Goods which he has taken into his custody, namely:

- (1) when the Carrier has handed over the Goods to the Consignee;
- (2) in the cases where the Consignee does not come to receive the Goods from the Carrier, when the Carrier has dealt with the Goods on way or another as stipulated in the Contract for the carriage of goods by sea or in accordance with the law or commercial practice applicable at the port of destination; or
- (3) when the Carrier has handed over the Goods to an official or to any other person to whom, pursuant to law or regulations applicable at the port of destination, the Carrier must hand over the discharged Goods.

Section 41

The delay in delivery mentioned in Section 39 comprises the following cases:

- (1) in the case where a time has been set for delivery with the Shipper, the Carrier has not delivered the Goods within the stipulated time;
- (2) in the case where no time has been set for delivery, when the Carrier has not delivered the Goods within the time that it would be reasonable to require delivery of a diligent Carrier, having also given regard to the circumstances of the particular case.

Section 42

In the event there is a delay in delivery and at least 60 consecutive days reckoning as from the last day stipulated for delivery or from the last day within which delivery should have been made under Section 41 (1) or (2), as the case may be, have lapsed, then the person entitled to claim compensation may either take delivery of the Goods and claim damages for the delay in delivery, or claim compensation as if such Goods had been lost. In such an event, the provisions of Section 227 of the Civil and Commercial Code shall apply *mutatis mutandis*.

Section 43

Even if the Carrier entrusts to another Carrier the carriage of the Goods which he has agreed to carry, the Carrier remains liable for loss of or damage to the Goods, as well as for delay in their delivery, and is also liable for the acts of the Other Carrier and of the other Carrier's servants and agents who have acted within the scope of their employment or their agency.

Section 44

All the provisions of this Act governing the liabilities of the Carrier shall also apply to the liabilities of the Other Carrier, but only for that part of the carriage entrusted to the Other Carrier.

Section 45

In the event both the Carrier and the Other Carrier are liable for the same matter, the Carrier and the Other Carrier are, in such an event, joint debtors.

Section 46

Subject to the provisions of Section 47 and Section 48, any right to claim for damages arising from loss of or damage to the Goods, or for delay in the delivery of the Goods carried under a Contract for the carriage of goods by sea under this Act is time-barred if judicial or arbitral proceedings have not been instituted within a period of one year as from the day on which the Carrier has delivered the Goods or, where no delivery has been made, as from the day after the day on which the Goods were stipulated to have been delivered under Section 41 (1) or after the day it would be reasonable to require delivery under Section 41 (2).

Section 47

At any time before the limitation period of prescription under Section 46 expires, the person against whom a claim is made may extend indefinitely the period by a signed declaration of consent, made in writing to the effect that he shall not set up this limitation period against the claimant in such proceedings.

Section 48

The right to claim damages resulting from delay in delivery expires if the Consignee fails to give the Carrier notice in writing thereof within 60 days as from the day when he has taken delivery of the Goods.

Section 49

When the Consignee has accepted the Goods from the Carrier or a person defined in Section 40 (3), it shall be presumed that the Carrier has delivered the Goods, and that they were accepted in the condition, quantity, weight and according to such other particulars as are specified in the Bill of Lading or, if no Bill of Lading was issued, that the Carrier has delivered the Goods in good condition, as the case may be except:

- (1) when the Consignee, or a person defined in Section 40 (3), and the Carrier have held a joint survey or inspection of the Goods and have noted that loss or damage before the Consignee has accepted delivery of the Goods;
- (2) when, there being no joint survey or inspection of the Goods as provided in paragraph (1), the Consignee has given to the Carrier at the port of destination before he has accepted delivery of the Goods as in the first paragraph, or, in the other case, not later than one working day following the day of taking delivery notice in writing of the loss or the damage, specifying the general nature of the loss or the damage, or in the case where the loss or the damage not being apparent or visible in an inspection of the apparent external condition of the Goods, when the Consignee has sent such as notice within fifteen days as from the date of taking delivery.

Section 50

In the event a notice must be given under Section 48 or Section 49 (2) but no such notice is sent directly to the person who should receive it, then the following provisions shall apply:-

- (1) if notice has been given to the Carrier's agent, or to the master or the officer on board in charge of the vessel used by the Carrier, such notice is deemed to have been given to the Other Carrier;
- (2) if notice has been given to the Other Carrier's agent, or to the master or the officer on board in charge of the vessel used by the Other Carrier, such notice is deemed to have been given to the Other Carrier;
- (3) if the Other Carrier is to deliver the Goods in accordance with Section 40, any notice given to him shall have the same effect as if it had been given to the Carrier, and any notice given to the Carrier shall also have the same effect as if it had been given to such Other Carrier.

CHAPTER 5

EXCLUSIONS OF LIABILITY OF THE CARRIER

Section 51

The Carrier shall not be liable for loss, damage or delay in delivery arising from non-conformity with the first paragraph of Section 8, provided that it can be proved that he has performed his duties as required by the second paragraph of Section 8 or by Section 9.

Section 52

The Carrier shall not be liable for loss, damage or delay in delivery, if it can be proved that such loss, damage or delay in delivery arose or resulted from:-

- (1) force majeure;
- (2) perils of the sea, or accidents at sea, or perils or accidents of or in navigable waters;
- (3) an act of war or fighting between armed forces;

- (4) civil war, riot, terrorism and civil commotions;
- (5) seizure, arrest or restraint of or any interference with the vessel by rulers of states or territories, or by legal process, provided that it is not caused by a fault of or neglect by the Carrier;
- (6) quarantine measures or restrictions;
- (7) strikes, lockouts, work stoppage or intentional go-slows at any port which obstruct the loading or discharge of the Goods or the vessels entering or leaving such port;
- (8) act of piracy;
- (9) a fault of the Shipper or Consignee, such as weak or inappropriate packing or baling and insufficiency or inadequacy of marks on the Goods or the packing;
- (10) the condition of the Goods themselves (i.e. inherent defect, quality or vice of the Goods);
- (11) latent defects of the vessel not visible or discoverable or knowable even by inspection conducted with such care and skill which can normally and properly be expected of a person engaged in an occupation of inspector of ships;
- (12) navigational error arising from a defect in the performance of duty or in following the pilot's orders;
- (13) any other cause that is not a fault of or neglect by or privity within the knowledge of the Carrier and is not a fault of or neglect by the agents or servants or the Carrier.

Section 53

The Carrier shall not be liable for loss, damage or delay in delivery caused by fire, unless the claimant can prove that the fire arose from a fault or neglect on the part of the Carrier or the servants or agents of the Carrier.

Section 54

The Carrier shall not be liable for loss, damage or delay in delivery resulting from his taking measures that could reasonably be required of him to put out fire and to avoid or to mitigate the consequences thereof, unless such loss is proved by the claimant to have resulted from a fault of or neglect by the Carrier, his servants or agents in taking such measures.

Section 55

The Carrier shall not be liable for loss, damage or delay in delivery, if the Carrier proves that such loss, damage or delay in delivery resulted from taking measures to save human life, or from taking reasonable measures to save property, at sea, except in the case of general average, if any, when the Carrier remains liable proportionately.

Section 56

In respect of the Carrier of live animals, the Carrier shall not be liable for loss, damage or delay in delivery resulting from any special risks usually inherent in the carriage of live animals, or from the special nature of the animals, provided that the Carrier proves that:-

- (1) he has complied with instructions relating to those particular animals, and in particular any special instructions given to him by the Shipper; and
- (2) in the circumstances of the case, the loss, damage or delay in delivery could be attributed to such risks, or to such nature of the animal.

The provisions of the first paragraph shall not apply if it is proved that the loss, damage or delay in delivery, whether in whole or in part, resulted from a fault or neglect on the part of the Carrier or his servants or agents.

Section 57

If the Goods carried are coin, bank-notes, bills (notes), bonds, share certificates, debentures, warrants, jewelry or other valuables, the Carrier shall not be liable for loss of or damage to such Goods, unless the Shipper has declared to the Carrier the nature and value of such Goods at the time of handing them over to the Carrier.

Where the value of the Goods has been declared, the Carrier shall not be liable for more than the declared value.

CHAPTER 6

LIMITATIONS OF LIABILITY OF THE CARRIER

AND CALCULATION OF DAMAGES

Section 58

Subject to the provisions of Section 60, the liability of the Carrier for damage resulting from loss of or damage to all or part of the Goods which have been entrusted to him is limited to Baht 100,000 per "Unit of Carriage" or Baht 30 per kilogram of net weight of the Goods, whichever amount is the larger.

When in calculating the value of the Goods lost or damaged pursuant to Section 61 it is apparent that the value of the Goods is less than the liability limited by the first paragraph, then the value so calculated shall apply.

The Liability of the Carrier for delay in delivery of Goods is limited to an amount equivalent to two and one half times of the freight payable for such of the Goods so delayed, but shall in no case exceed the total freight payable under the Contract for the carriage of goods by sea.

In the event the Carrier is liable both under the first paragraph and under the third paragraph for the same units of carriage, the liability of the Carrier shall be limited to an amount not exceeding the stipulated amount under the first paragraph.

Section 59

For the purpose of calculating which amount is the larger under the first paragraph of Section 58, the following rules shall apply:-

- (1) where several units of carriage of Goods are combined into the one Unit of Carriage, whether or not an Article of Transport is used either for packing or for support, if the several units are enumerated and described in the Bill of Lading, then the number of the units of the Goods in the Bill of Lading shall be as enumerated herein. If the units are not so enumerated, all the Goods in such one Unit of Carriage are deemed to be one Unit of Carriage;
- (2) in the event the Articles of Transport have been lost or damaged, each Article of Transport, if not owned or otherwise produced by the Carrier, shall be considered one Unit of Carriage in addition to the Goods contained in or placed upon that Article of Transport.

Section 60

The limitations of liability of the Carrier under Section 58 do not apply in the following cases:-

- (1) where the loss or damage or delay in delivery incurred resulted from an act or omission of the Carrier or his agents or servants either done with the intent to cause loss, damage or delay in delivery, or done with reckless disregard and with the knowledge that such loss, damage or delay in delivery could result;

- (2) where the Shipper and the Carrier have agreed to fix, by so stating in the Bill of Lading, a limit to the liability of the Carrier higher than that which is stipulated in Section 58;
- (3) where the carrier has inserted particulars in the Bill of Lading that were notified or finished by the Shipper but omits to record a reservation as to such particulars in the Bill of Lading with the intent to defraud the Consignee or a third party who acts in reliance on the particulars in the Bill of Lading;
- (4) where the Shipper has declared to the Carrier the value of the Goods to be carried and this has been accepted by the Carrier and the value of those Goods is shown as thus in the Bill of Lading.

In the case of (4), if the value calculated under Section 61 is less the value shown in the Bill of Lading, the Carrier shall be liable only for the value so calculated, but if the value calculated under Section 61 is higher than the value shown in the Bill of Lading, the Carrier shall be liable only for the value shown in the Bill of Lading.

Section 61

For the purpose of calculating the value of Goods lost or damaged under Section 58, the following rules shall apply:-

- (1) where there is a total loss of or total damage to the Goods, the value shall be equal to the value which the Goods would have had at the due time for delivery at the port of destination;
- (2) where there is a partial loss of or damage to the Goods, the value shall be calculated proportionately, on the basis of the value of those Goods of the same kind and quality that remain undamaged at the time of their delivery at the port of destination.

Countersigned by
Mr. Anan Panyarachun
Prime Minister

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