

Merchant Shipping Code

LAW OF THE REPUBLIC OF AZERBAIJAN

Chapter I

General Provisions

Article 1. Relations regulated by the Merchant Shipping Code of the Republic of Azerbaijan

1.1. This Code regulates the legal basis of commercial shipping activity, the relations arising from its efficient organization and purposeful development.

1.2. The relations arising from commercial shipping are regulated by this Code, laws of the Republic of Azerbaijan, international agreements to which the Republic of Azerbaijan is a party and other normative legal acts adopted on their basis.

1.3. The provisions of the civil legislation of the Republic of Azerbaijan are applied to the relations arising from commercial shipping and not regulated or not fully regulated by this Code.

Article 2. Basic concepts in the Merchant Shipping Code

2.1. Merchant shipping refers to the following types of activities carried out using ships:

2.1.1. transportation of cargo, passengers and their luggage, mail;

2.1.2. hunting of aquatic biological resources;

2.1.3. passage of ships with a sea guide;

2.1.4. exploration and extraction of mineral resources at the bottom of the sea;

2.1.5. towing, icebreaking, search and rescue operations;

2.1.6. removal of property sunk at sea;

2.1.7. protection and preservation of the marine environment;

2.1.8. use for other economic, scientific, educational, sports and cultural purposes.

2.2. Vessel — a floating device, whether self-propelled or non-self-propelled, used for commercial shipping purposes.

2.3. Shipowner — a person who operates a ship on his own behalf, regardless of whether he owns the ship or uses the ship on other legal grounds.

2.4. Seaport (*hereinafter - port or seaport*) — a complex of facilities located in a specific area and intended for serving ships and passengers, carrying out operations with cargo and providing services performed in seaports, used for the purpose of commercial shipping . [\[1\]](#)

2.5. Port administration - a legal entity created for the purpose of organizing and managing the operations of the port and whose charter is approved by the body (institution) determined by the relevant authority. [\[2\]](#)

2.6. Tonnage of a ship — the total tonnage of a ship, determined in accordance with international agreements on the measurement of ships.

2.7. Settlement unit — unit of special law of debt defined by international organizations.

2.8. Cabotage — transportation and sea towing between the sea ports of the Republic of Azerbaijan.

2.9. *Flag control - state control in the field of inspection and certification of ships registered in the ship register of the Republic of Azerbaijan and sailing under the national flag of the Republic of Azerbaijan, as well as issuing documents on safety and environmental protection to them.*

2.10. *Port control - state control of foreign ships entering or leaving the ports of the Republic of Azerbaijan, their equipment, and management of compliance with the requirements of international conventions.* [3]

Article 3. Scope of application of the rules defined in this Code

3.1. The rules of this Code apply to the following:

3.1.1. to sea vessels - when they move both on sea routes and inland waterways, unless specified in the international agreement or law to which the Republic of Azerbaijan is a party;

3.1.2. to ships floating in internal waters, as well as "river-sea" type ships - when transporting cargo, passengers and their luggage by sea routes, including in foreign sea ports, as well as inland waterways, when carrying out a rescue operation and colliding with a sea ship.

3.2. The rules set forth in this Code shall apply to warships, auxiliary warships, and state-owned or state-operated ships used only for non-commercial government service, as well as state-owned non-commercial ships, except for cases directly provided for in this Code. does not apply to

Article 4. State administration in the field of merchant shipping

4.1. State management in the field of commercial shipping is carried out by the relevant executive authority.

4.2. In accordance with this Code and the international agreements to which the Republic of Azerbaijan is a party, the relevant executive authority adopts normative legal acts regulating commercial shipping arising from commercial shipping within the limits of its authority.

4.3. Navigation and hydrographic provision of sea routes is carried out by the relevant executive authority.

4.4. *The institution established by the relevant executive power body is not required to obtain a license and permits specified in the list approved by the relevant executive power body in order to carry out its works in its fields of activity.* [4]

Article 5. State control of merchant shipping

5.1. State control of commercial shipping in the Republic of Azerbaijan is carried out by the relevant executive authority.

5.2. The relevant executive authority carries out state control in the following areas:

5.2.1. compliance with the international agreements of the Republic of Azerbaijan on merchant shipping and the legislation of the Republic of Azerbaijan on merchant shipping;

5.2.2. to the management system of the safe movement of ships;

- 5.2.3. to the condition of the sea routes and technical navigation facilities established routes;
- 5.2.4. state registration of ships and rights to ships;
- 5.2.5. sea guidance service and ship traffic control system in sea ports;
- 5.2.6. rescue service and its interaction with other rescue services;
- 5.2.7. to the protection of the marine environment.

Article 5-1. Licensing in the field of merchant shipping ^[5]

5-1.1. *The following types of activities in the field of commercial shipping are carried out on the special agreement (license):*

- 5-1.1.1. *cargo transportation by water transport;*
- 5-1.1.2. *passenger transportation by water transport.*

Article 6. Settlement unit

6.1. The amounts specified in Articles 132, 148, 253.1, 262.1 and 280 of this Code are expressed in manat according to the value of the manat in the special legal unit of the debt, taking into account the following provisions:

6.1.1. the amounts specified in Articles 132 and 148 of this Code - on the date of the court decision or the date set on the basis of the agreement of the parties;

6.1.2. the amounts specified in articles 253.1 and 262.1 of this Code — the date of creation of the liability limitation fund;

6.1.3. the amounts specified in Article 280 of this Code - on the date of creation of the liability limitation fund, realization of payment or provision of security of the same value for payment;

6.2. The value of the manat in the unit of the special right of borrowing is calculated according to the method of determining the value of international financial institutions for their transactions settlements on the relevant date.

Article 6-1. State fee for maritime services or legal actions ^[6]

6-1.1. *A state fee is paid for the following services or legal actions in the field of maritime affairs*

6-1.1.1. *Issuance of the Certificate on the right to sail under the State flag of the Republic of Azerbaijan*

^[7]

6-1.1.2. *Registration or re-registration in the barboat-charter register and issuance of a Certificate on the right to sail under the State flag of the Republic of Azerbaijan to ships;* ^[8]

6-1.1.3. *Registration or re-registration in the State Ship Register and issuance of Certificate of registration to ships;*

6-1.1.4. *Issuance of the Certificate on the composition of the staff;*

6-1.1.5. *issuance of the Certificate on the prevention of oil pollution;*

6-1.1.6. *issuing an extract from the Ship Register;*

6-1.1.7. Issuance of the Certificate on compliance of the ship with the requirements of the "International Code on Protection of Ships and Port Vehicles";

6-1.1.8. Issuance of the Certificate on compliance of the ship with the requirements of the "International Code on Safe Management";

6-1.1.9. Issuance of the Certificate on compliance of the port (~~port station~~) with the requirements of the "International Code on Protection of Ships and Port Vehicles"; ^[9] —

6-1.1.10. Issuance of the Certificate on compliance of the maritime company with the requirements of the "International Code on Safe Management";

6-1.1.11. issuance of qualification certificates (working diplomas) and certificates to ship crew members;

6-1.1.12. issuing training course certificates for ship crew members;

6-1.1.13. issuance of seafarer's Record Book;

6-1.1.14. issuance of seafarer's identity document;

6-1.1.15. issuance of ship tickets to small vessels;

6-1.1.16. registration of small vessels without engines;

6-1.1.17. registration of small vessels with engines;

6-1.1.18. technical inspection of small vessels;

6-1.1.19. issuance of an extract from the ship register to small vessels;

6-1.1.20. issuing driver's licenses to drivers of small vessels;

6-1.1.21. Issuance of a Certificate of insurance or other financial security related to civil damage caused by bunker fuel pollution; ^[10] —

6-1.1.22. Issuance of certificate for provision of services by ship agent in seaports. ^[11] —

Chapter II

Ship ^[12] —

Article 7. Ownership of the ship

7.1. Ownership of the ship is in all forms of ownership provided for by the legislation of the Republic of Azerbaijan.

7.2. The owner of the ship may perform any actions in relation to the ship that do not violate the legislation of the Republic of Azerbaijan and do not violate the rights and interests of persons protected by law, including expropriating the ship to the property of other persons, while remaining the owner and giving them the rights of ownership, use and disposal of the ship, determine the mortgage of the ship. and has the right to dispose in other ways.

Article 8. The right to sail under the State flag of the Republic of Azerbaijan

8.1. The right to sail under the State flag of the Republic of Azerbaijan is granted to natural persons of the Republic of Azerbaijan, ships owned by the state and municipalities of the Republic of Azerbaijan.

8.2. On the basis of the decision of the relevant executive authority, the ships registered in the ship register of a foreign state and given to the use and ownership of the Azerbaijani charterer of the bareboat charter (contract of chartering a bareboat vessel) may be granted the right to sail under the State flag of the Republic of Azerbaijan in the following cases:

8.2.1. when the charterer of the bareboat charter meets the requirements specified in Article 26.1 of this Code;

8.2.2. when the ship owner gives written consent to transfer the ship under the State flag of the Republic of Azerbaijan;

8.2.3. when the mortgagor of the ship's mortgage or encumbrance of that nature, duly registered in accordance with the legislation of the state of the ship owner, gives written consent to transfer the ship under the State flag of the Republic of Azerbaijan;

8.2.4. if the legislation of the state of the ship owner does not prohibit the granting of the right to sail under the flag of a foreign state to the ship;

8.2.5. if the ship's right to sail under the flag of a foreign state has been suspended and is resumed at the time the ship is granted the right to sail under the flag of the Republic of Azerbaijan.

8.3. The right to sail under the State flag of the Republic of Azerbaijan can be given to the ship for a period of no more than two years within the validity period of the bareboat charter, with the right to extend it every two years thereafter. For the purposes of changing the flag, the period of validity of the bareboat charter shall not be less than one year.

8.4. Confirmation of the invalidation of the decision on giving the ship the right to sail under the State flag of the Republic of Azerbaijan is carried out in the order of adoption of that decision.

Article 9. Creation of the right to sail under the State flag of the Republic of Azerbaijan

9.1. The ship acquires the right to sail under the State flag of the Republic of Azerbaijan from the moment it is registered in one of the ship registers of the Republic of Azerbaijan provided for in Article 26.1 of this Code.

9.2. A ship acquired outside the borders of the Republic of Azerbaijan enjoys the right to sail under the State flag of the Republic of Azerbaijan from the moment a temporary certificate of registration is issued to it by the consular office of the Republic of Azerbaijan or the relevant executive authority of the Republic of Azerbaijan.

9.3. The temporary certificate remains valid until the ship is registered in the relevant ship register of the Republic of Azerbaijan, but not more than six months.

Article 10. Nationality of the ship

10.1. A ship using the right to sail under the State flag of the Republic of Azerbaijan acquires the nationality of the Republic of Azerbaijan.

10.2. A ship having the nationality of the Republic of Azerbaijan must carry the State flag of the Republic of Azerbaijan.

Article 11. Loss of the right to sail under the State flag of the Republic of Azerbaijan

11.0. The ship loses the right to sail under the State flag of the Republic of Azerbaijan in the following cases:

11.0.1. if it does not comply with the requirements stipulated in Article 8.1 of this Code

11.0.2. in accordance with articles 8.2 and 8.3 of this Code, when the right to sail under the State flag of the Republic of Azerbaijan expires or the decision to grant that right is cancelled.

Article 12. Temporary transfer of the ship under the flag of a foreign state

12.1. When a ship registered in the state ship register or ship book is given to the temporary ownership of a foreign charterer on a bareboat charter, on the condition that the right to sail under the State flag of the Republic of Azerbaijan is suspended, based on the decision of the relevant executive authority, such a ship can be temporarily transferred to the flag of a foreign state in the following cases:

12.1.1. when the ship owner gives written consent to transfer the ship under the flag of a foreign state;

12.1.2. if the duly determined and *state-registered* ship mortgage is not paid on time, and the mortgagee gives written consent to transfer the ship to the flag of a foreign state; [\[13\]](#)

12.1.3. if there are no provisions in the legislation of the state of the charterer prohibiting the ship registered in the State ship register or ship book to be transferred to the flag of that state and to the State flag of the Republic of Azerbaijan when the right to sail under the flag of the Republic of Azerbaijan expires.

12.2. The ship can be flown under the flag of a foreign state for a period of no more than two years during the validity of the bareboat charter, with the right to extend it every two years. For the purposes of changing the flag, the period of validity of the bareboat charter shall not be less than one year.

12.3. Confirmation of the annulment of the decision to transfer the ship under the flag of a foreign state is carried out in the order of adoption of that decision.

Article 13. Name of the ship

13.1. The ship to be registered in the state ship register or ship book must have its own name.

13.2. The name of the ship is given by the ship owner in accordance with the requirements determined by the relevant executive authority of the Republic of Azerbaijan.

13.3. The name of the ship may be changed when the ownership of the ship is transferred to another person or on other sufficient grounds. *Holders of state-registered mortgages of the ship are immediately informed about the change of name of the ship.*

Article 14. Call signal

14.1. A call signal is given to the ship. Depending on its technical equipment, the ship is also assigned the identification number of the ship's satellite communication station and the individual call number of the ship's radio station.

14.2. The procedure for issuing the call signal to the ship, the identification number of the satellite communication station and the individual call number of the ship's radio station is determined by the relevant executive authority of the Republic of Azerbaijan.

determined by the relevant executive authority.

Article 15. Bodies of technical control and classification of ships

15.1. *The technical control and classification of ships specified in Article 16.2 of this Code is carried out by the classification societies chosen by the ship owner and (or) the ship owner.*

15.2. *Technical control of the construction or repair of ships in the territory of the Republic of Azerbaijan, as well as the construction of ships under the State flag of the Republic of Azerbaijan outside the territory of the Republic of Azerbaijan is carried out by classification societies.* [\[14\]](#)

15.3. *Approval for the activity of classification societies is given by the relevant executive authority.*

Article 16. Technical control of ships

16.1. The ship can be launched only if it meets the requirements of the international agreements concluded by the Republic of Azerbaijan in the field of maritime safety and commercial shipping.

16.2. Classification societies, within the scope of their powers, classify passenger ships, liquid cargo, tugboats, as well as other self-propelled ships with a main engine not less than 55 kW, and sports and pleasure boats used for non-commercial purposes, with a displacement of less than 80 tons. carry out technical control of non-self-propelled vessels.

16.3. Due to the capacity and the power of the main engine, the technical control of ships which are not subject to the rules defined in Article 16.2 of this Code, is carried out in the manner determined by the relevant executive authority.

Article 17. Classification of ships

Classification societies, according to their authority, assign the appropriate grade to ships specified in Article 16.2 of this Code, depending on the type of structure and equipment. The classification of ships is confirmed by classification certificates.

Article 18. Basic ship documents

18.1. The ship must have the following basic ship documents:

18.1.1. Certificate on the right to sail under the State flag of the Republic of Azerbaijan;

18.1.2. certificate of ownership of the ship;

~~18.1.3. seaworthiness certificate of the ship;~~ [\[16\]](#)

18.1.4. passenger certificate (for a passenger ship);

18.1.5. measurement certificate;

18.1.6. cargo type certificate;

18.1.7. certificate on the composition of the ship's crew;

18.1.8. oil pollution prevention certificate;

18.1.9. certificate on prevention of sewage pollution;

18.1.10. certificate on prevention of garbage pollution;

18.1.11. a special permit and radio log for the operation of a ship's radio station (if ship's radio station);

18.1.12. list of ship crew members;

18.1.13. ship's log;

18.1.14. engine log (for ships with mechanical engines);

18.1.15. log of operations with waste water;

18.1.16. garbage transaction log;

18.1.17. oil operations logbook for ships that are not oil tankers;

18.1.18. oil operations logbook for oil tankers;

18.1.19. sanitary magazine;

18.1.20. ship sanitary certificate on the right to travel;

18.1.21. list of passengers (for a passenger ship);

18.1.21-1. *Certificate on the compliance of the ship with the requirements of the "International the Protection of Ships and Port Facilities";*

18.1.21-2. *Certificate on compliance of the ship with the requirements of the "International C Management";*

18.1.21-3. *Document of continuous records of ship's history;*

18.1.21-4. *Certificate on insurance or other financial security related to civil liability for damage bunker fuel pollution;* [\[17\]](#)

18.1.22. other documents in accordance with the requirements of the international organization.

18.2. The list of ship's crew members, list of passengers, ship, radio and machine logs : the order determined by the relevant executive authority.

18.3. The sanitary journal is kept in the order determined by the relevant executive at the Republic of Azerbaijan.

18.4. Certificates of size and type of cargo may not be required for ships used for quarantine control and other control purposes. By issuing the appropriate certificate to such capacity can be determined in a simplified way.

18.5. Engine, radio, ship and sanitary logs are not required on ships traveling along unless otherwise determined by the technical control body.

Article 19. Additional ship documents

In addition to the documents specified in Article 18 of this Code, the ship should also documents stipulated in the approved rules of the classification society.

Article 20. Ship documents of certain categories of ships

The list of ship documents necessary for sport, excursion and other self-propelled ships power of main engines less than 55 kW and non-self-propelled ships with a capacity of less than 100 tons, and the procedure for their issuance and handling shall be determined by the relevant authority.

Article 21. Ship documents for long-distance ships

In addition to the documents specified in articles 18-20 of this Code, the ships going voyage must also have the documents stipulated by the international agreements of the Republic of Azerbaijan.

Article 22. Bodies issuing ship documents

22.1. Certificates on the right to sail under the State flag of the Republic of Azerbaijan and ownership of the ship are issued by the body that registered the ship.

22.2. *Size certificate, passenger certificate, cargo type certificate, oil pollution prevention certificate, sewage pollution prevention certificate, garbage pollution prevention certificate and additional ship documents are issued by the classification society. Some categories of ships require a tonnage certificate or a cargo type certificate with the permission of the ship's authority.* [\[18\]](#)

22.3. The documents stipulated by the international agreements of the Republic of Azerbaijan are issued by the classification society to the ships going on a long journey.

22.4. A special permit for the operation of the ship's radio station is issued by the executive authority.

22.5. The ship sanitary certificate on the right to travel is issued by the relevant authority.

22.6. *The certificates provided for in Articles 6-1.1.8 and 6-1.1.10 of this Code are issued by the executive power body, and the form and procedure for issuing those certificates is determined by the executive power body.* [\[19\]](#)

Article 23. Recognition of documents of a ship sailing under the flag of a foreign state

Recognition of the documents of the ship sailing under the flag of a foreign state and the ports of the Republic of Azerbaijan is carried out on the basis of the international agreements of the Republic of Azerbaijan.

Article 24. Requirements for ship documents

The ship must have originals of all ship documents, except for the copy of the certificate of ownership of the ship certified by the authority that issued the certificate.

Article 25. Rules for keeping ship documents. Keeping the ship's logbook

25.1. Journals specified in articles 18.1.13-18.1.19 of this Code are kept in accordance with the rules established by the relevant executive authority.

25.2. It is kept on board for two years after the last entry in the ship's logbook. After this period, the ship's logbook is handed over to the owner and (or) owner of the ship.

25.3. The ship's logbook is made available for perusal and copying to persons entitled to receive the relevant information.

Chapter III

Registration of ships and rights to them

Article 26. Ship registers of the Republic of Azerbaijan

26.1. The ship must be registered in one of the following ship registers of the Republic of Azerbaijan:

26.1.1. In the state ship register;

26.1.2. in the ship book;

26.1.3. in the bareboat-charter register.

26.2. Ownership of the ship and other property rights on the ship, as well as restrictions on the right to it (mortgage and other restrictions) must be registered in the State ship register or ship book.

26.3. Registration of the ownership right to the ship and other property rights, as well as limitation of the rights to it, in the State ship register or ship book is the only evidence of the existence of a registered right that can be contested only in court.

26.4. Ship registers provided for in Article 26.1 of this Code are conducted in accordance with the rules defined in this chapter.

26.5. The rules for registration of ships and the rights to them *by the relevant executive authority* approved by the relevant executive authority. [\[20\]](#)

26.6. In accordance with Article 16.2 of this Code, ships that are subject to technical classification societies are registered in the State Ship Register.

26.7. In accordance with Article 16.3 of this Code, ships that are subject to technical classification by another body are registered in the ship book.

26.8. Floating vehicles belonging to the ship are not registered in the ship registers.

26.9. Ships temporarily granted the right to sail under the State flag of the Republic of Azerbaijan are registered in the bareboat-charter register.

26.10. Vessels may be re-registered in accordance with the provisions of this chapter if they are used for commercial purposes.

Article 27. Bodies registering ships

27.1. The registration of ships specified in Article 16.2 of this Code is carried out by the relevant executive authority.

27.2. The registration of ships specified in Article 16.3 of this Code is carried out by the relevant executive authority.

Article 28. Conditions of registration of ships

28.1. A ship can only be registered in one of the ship registers.

28.2. A ship registered in the ship register of a foreign state can be registered in the ship register or ship book of the Republic of Azerbaijan after submitting a certificate confirming its registration from the ship register of that foreign state.

28.3. If a ship registered in the State ship register of the Republic of Azerbaijan or in the ship book of a foreign country is removed from the register in the prescribed manner, its State registration is not recognized.

28.4. For the registration of ships in the State ship register, ship book and bareboat register and for making any changes in them, a fee is charged in accordance with the tariffs determined by the relevant executive authority. [\[21\]](#)

Article 29. Registration of the ship in the bareboat-charter register

29.1. A ship registered in the ship register of a foreign state must be registered in the bareboat-charter register within one month from the day of adoption of the decision on granting it to temporarily sail under the State flag of the Republic of Azerbaijan.

29.2. The registration of the ship is carried out based on the charterer's application for a bareboat charter and by adding the documents necessary for registration determined by the relevant executive authority.

Article 30. Information included in the state ship register and ship book

30.1. Ships are registered in the State ship register and ship book in the name of the owner(s) of the ship.

30.2. The following basic information is included in the state ship register and ship book:

30.2.1. ship's registration number and date of registration;

30.2.2. ship's name (previous and current), port (place) of previous registration, if any, and date of cancellation of registration;

30.2.3. the name of the port (place) where the ship is registered and the identification number assigned to the ship by the international maritime organization;

30.2.4. ship's call signal;

30.2.5. the name of the shipyard, location and year of construction of the ship;

30.2.6. the type and purpose of the vessel, its sailing area;

30.2.7. basic technical characteristics of the vessel, including tonnage (gross and net) and basic dimensions;

30.2.8. name, nationality and address of the owner(s) of the ship;

30.2.9. if the ship has several owners, the share of each owner in the common ownership;

30.2.10. the grounds for the creation of the ownership right to the ship or its part (agreement, purchase, sale, contract on the construction of the ship, etc.);

30.2.11. if the ship owner is not the owner of the ship, his name and address;

30.2.12. information about the state-registered mortgage of the ship;

30.2.13. the basis and date of removal of the ship from the State ship register or ship book.

30.3. When the ship is temporarily transferred under the flag of a foreign state, the following basic information is additionally entered in the State ship register or ship book:

30.3.1. the name of the relevant executive authority that adopted the decision on the transfer of the ship under the flag of a foreign state and the date of adoption of the decision;

30.3.2. the period of temporary sailing of the ship under the flag of a foreign state;

30.3.3. the name of the state that allows the ship to fly under its flag;

- 30.3.4. the name and address of the charterer of the vessel under bareboat charter;
- 30.3.5. Date of termination of the right to sail under the State flag of the Republic of Azerbaijan;

Article 31. Information to be entered in the Berbout-charter register

31.1. Ships are registered in the bareboat charter register in the name of the ship charterer.

31.2. The following basic information is included in the Berbout-charter register:

31.2.1. the name of the ship;

31.2.2. name and address of the ship owner;

31.2.3. the name and address of the ship charterer;

31.2.4. the date of closing of the bareboat-charter and its validity period;

31.2.5. date of expiration of the ship's right to sail under the State flag of the Republic of Azerbaijan;

31.2.6. information on the ship register of the foreign state where the ship was registered immediately before the change of flag, indicating the right of ownership to the ship register in that state, as well as the application of the legislation of the state where the register is kept to the mortgage of the ship or the loading of the ship of that nature.

31.3. At the request of the mortgagee of the ship's mortgage or loading of the ship of that nature, the name of the mortgagee and other information related to the mortgage of the ship registered in the ship registers of the foreign state before the change of the flag may be entered in the bareboat charter register.

Article 32. Duty to notify about changes in information entered in ship registers

The state is obliged to inform the ship owner or the charterer on bareboat charter changes in the data entered in the ship register, ship book or bareboat charter register to the state where the ship is registered within two weeks from the day such change becomes known to the state.

Article 33. Initial registration of the ship in the State ship register or ship book

Initial registration of the ship in the State ship register or ship book must be done within one month from the day the ship was launched, and the ship acquired outside the borders of the Republic of Azerbaijan must be carried out within one month from the day it entered the sea port of the Republic of Azerbaijan.

Article 34. Changing the port (place) where the ship is registered

34.1. The port (place) where the ship is registered can be changed at the request of the ship owner. When the port where the ship is registered is changed, relevant information is entered in the ship registers or ship book by the body registering the ship. ^[22] _____

34.2. The change of the port where the ship is registered is confirmed by a reissued Certificate to sail under the State flag. ^[23] _____

Article 35. Re-registration of the ship

If, as a result of an incident or any other reason, the ship does not correspond to the information previously entered in the State ship register or ship book, the ship may be re-registered after inspection and *determination of seaworthiness according to the result of the inspection*. [\[24\]](#)

Article 36. Loss of the ship certificate confirming the registration of the ship

36.1. If the ship's certificate of the right to sail under the State flag of the Republic of Azerbaijan is lost, a duplicate of this document is issued by the body that registered the ship.

36.2. If the document specified in Article 36.1 of this Code is lost when the ship is outside the borders of the Republic of Azerbaijan, the consular office of the Republic of Azerbaijan or the *executive authority* of the Republic of Azerbaijan may issue a temporary certificate of the right to sail under the State flag of the Republic of Azerbaijan to the ship based on the application of the captain. That document shall be replaced with a duplicate by the body registering the ship within one month from the date of issue.

Article 37. Refusal to register the ship and rights to it

Registration of the ship and the rights to it may be refused if the rules defined in this Code for the registration of ships are violated or if the documents submitted for the registration of the ship do not meet the requirements of the civil legislation of the Republic of Azerbaijan.

Article 38. Removal of the ship from the State ship register or ship book

38.1. In the following cases, the ship must be removed from the State ship register or ship book:

38.1.1. when it is destroyed or goes missing without notice;

38.1.2. when structurally destroyed;

38.1.3. if the ship loses its quality as a result of reconstruction or any other changes;

38.1.4. When losing the right to sail under the State flag of the Republic of Azerbaijan.

38.2. If more than twice the time necessary for the ship to reach the port of destination under normal conditions has passed from the place where the last information about the ship was received and no information has been received from the ship during this period, it is considered to be missing without notice. The period necessary for the ship to be considered missing without notice cannot be less than one month and more than three months, starting from the day of receiving the last information about the ship, and in the case of military operations, it cannot be less than six months.

38.3. A ship is considered to be structurally destroyed if it is not possible to restore the ship or if it is not economically feasible to repair the ship.

Article 39. Disclosure of ship registers

Ship registers are public to anyone interested in obtaining the information they contain. Interested parties have the right to receive properly prepared extracts from ship registers kept in the State ship register or ship book.

state fee . [\[25\]](#)

Article 40. Liability for violation of ship registration rules

A person who refuses the mandatory registration of a ship, who has registered a ship the ship registers in violation of the established rule, or who has violated the duty to not changes in the data entered in the ship registers, shall bear administrative responsibility according to the legislation of the Republic of Azerbaijan.

Chapter IV

Ship crew. Ship captain

Article 41. Status of the ship's crew

41.1. The legal status of the crew of a ship sailing under the State flag of the Republic of Azerbaijan, as well as the crew members participating in the operation of the ship and the relations between the crew members of the ship and the ship owner are determined according to the legislation of the Republic of Azerbaijan.

41.2. When the relations specified in Article 41.1 of this Code arise on a ship sailing under the flag of another state in the waters under the jurisdiction of the Republic of Azerbaijan, but otherwise provided for in the international agreements of the Republic of Azerbaijan, based on the terms of the contract concluded between the ship owner and the ship's crew members, the relations are determined according to the legislation of the state where the ship sails under the flag regulated.

Article 42. Composition of the ship's crew

42.1. The ship's crew consists of the ship's captain, other members of the ship's command staff and ordinary staff.

42.2. In addition to the ship's captain, the ship's command staff includes assistants to the captain, mechanics, electromechanics, radio specialists and a ship's doctor. The relevant executive authority may assign other ship specialists to the ship's command staff.

42.3. The regular crew consists of persons who do not belong to the command staff of the ship.

Article 43. Minimum composition of the ship's crew

The minimum composition of the ship's crew, which is necessary for the safe operation of the ship, is determined by the relevant executive authority in accordance with the legislation of the Republic of Azerbaijan, depending on the type of ship, the region where it sails and its destination.

Article 44. Requirements for qualifications of ship crew members

44.1. Persons who have received a certificate (diploma) in accordance with the regulations for issuing a certificate (diploma) to ship crew members approved by the relevant executive authority are allowed to hold the positions of ship crew members.

44.2. The certificates (diplomas) specified in Article 44.1 of this Code are issued by the relevant executive authority to the ship's crew members, if they meet the requirements for length of service on the ship, age, state of health, and professional training, and according to the results of the examination of their knowledge by specialized commissions.

44.3. The certificates (diplomas) specified in Article 44.1 of this Code are considered valid only upon receipt of confirmation letters of the relevant executive authority on the issuance of such certificates (diplomas) in accordance with the established requirements.

44.4. Certificates (diplomas) of the relevant executive authority in the event of a direct threat to human life, preservation of property at sea, or damage to the marine environment as a result of the actions, inactivity or incompetence of the ship's crew members while performing their labor are canceled in accordance with their certificates (diplomas), as well as for the purpose of preventing further actions. The relevant executive authority may also withdraw, cancel or suspend their validity.

44.5. When the validity period of the approved certificate (diploma) expires, it is canceled or the validity period is suspended, the validity of the certificate provided for in Article 44.1 of this Code is lost.

Article 45. Requirements for the health of crew members

Persons with a certificate confirming their fitness for such work are allowed to work on board ships. The form of the certificate and the procedure for issuing it are determined by the relevant executive authority.

Article 46. Citizenship of ship crew members

Foreigners and stateless persons may be included in the crew of a ship sailing under the flag of the Republic of Azerbaijan, except for the positions of ship captain, senior assistant captain, senior mechanic and radio specialist, in accordance with the procedure established by the legislation of the Republic of Azerbaijan.

Article 47. Labor relations on board

47.1. The labor relations of ship crew members, including their employment contracts and other labor relations related to labor activities outside of work, are regulated by the Labor Code of the Republic of Azerbaijan, this Code, international agreements of the Republic of Azerbaijan, the Charter of service on ships of the transport fleet of the Republic of Azerbaijan and the Disciplinary Charter of service on fleet employees of the Republic of Azerbaijan.

47.2. The Charter of service on ships of the transport fleet of the Republic of Azerbaijan and the Disciplinary Charter of the employees of the transport fleet of the Republic of Azerbaijan are approved by the relevant executive authority.

Article 48. Responsibilities of the ship owner

48.1. The ship owner shall provide the following for the ship's crew members:

48.1.1. safe working conditions;

48.1.2. health protection;

48.1.3. availability of rescue equipment;

48.1.4. uninterrupted supply of food and water;

48.1.5. appropriate places of work and rest;

48.1.6. cultural and domestic conditions.

48.2. The ship owner and/or ship owner is obliged to insure the following:

48.2.1. the wages of the ship's crew members and other amounts due to them, repatriation costs;

48.2.2. life and health of ship crew members while performing their labor functions;

48.2.3. *to carry out the personal accident insurance of passengers transported by a ship on passenger transportation services (except for passengers transported within the city or settlement) in accordance with the Law of the Republic of Azerbaijan "On Compulsory Insurances".*

48.3. *Operation of the ship is allowed if the requirements specified by Article 48.2.3 of this Code are fulfilled.* ^[26] —

Article 49. Ship management and other duties of the ship captain

The captain of the ship is entrusted with taking measures to manage the ship, including the ship's departure and safety during the trip, protecting the marine environment, maintaining order on the ship, as well as preventing damage to the ship, people on board, and cargo.

Article 50. Duty of the captain of the ship to render aid to any person in distress at sea

50.1. The captain of a ship is obliged to render assistance to any person in distress at sea, provided that he does not cause serious danger to his ship and the persons on board.

50.2. The captain of the ship is responsible for the violation of his duties specified in Article 50 of this Code in accordance with the criminal legislation of the Republic of Azerbaijan.

Article 51. Duty of ship captain to provide assistance after ship collision

51.1. When ships collide, each of the captains of the colliding ships is obliged to render assistance to the other ship, its passengers and crew members immediately after the collision, if this does not cause serious danger to his passengers, crew members and his ship.

51.2. Ship captains, if possible, are obliged to inform each other of the names of their ships and the nearest ports where they are registered, as well as the names of the ports of departure and destination and the nearest ports of entry.

51.3. Violation of the obligations specified in Article 51.1 of this Code by the ship captain, and 51.2, the ship owner is not responsible for the violation of the obligations.

Article 52. Duty of the ship captain to provide emergency medical aid

52.1. If a person on board needs urgent medical assistance while the ship is at sea, the captain is obliged to enter the nearest port by notifying the ship owner or take measures to bring the person to the nearest port.

52.2. When the ship enters a foreign port or the person is delivered to a foreign port, the captain of the ship must inform the embassy or consular office of the Republic of Azerbaijan about the person.

Article 53. Duty of the captain of the ship in case of military operation and other military danger

When military operations are carried out in the region where the ship's departure or arrival ports are located, in the region where the ship will pass, as well as in other cases of military operations, the ship's captain shall take all measures to prevent the destruction, damage and seizure of the ship, people on board, documents, cargo and other property.

Article 54. Abandonment of the ship's crew

54.1. If, in the opinion of the master of the ship, the ship is in imminent danger of destruction, the master of the ship shall allow the members of the ship's crew to leave the ship after taking all necessary measures to save the passengers.

54.2. The ship's captain is the last to leave the ship after taking all possible measures to save the ship's, radio and engine logs, as well as maps, navigational device tapes, documents and other related to the voyage.

54.3. When a ship is destroyed, regardless of the territory of the state in which the ship is delivered, the ship's master retains his rights and performs his duties in relation to the ship's cargo.

Article 55. Maintaining order on board

Ensuring discipline on the ship is carried out in accordance with the Charter of service of the transport fleet of the Republic of Azerbaijan and the Discipline Charter of the employees of the transport fleet of the Republic of Azerbaijan.

Article 56. The captain of the ship as an investigative body

When the signs of the crime stipulated in the Criminal Code of the Republic of Azerbaijan are detected on the sailing ship, the captain of the ship performs the functions of the investigative body in accordance with the criminal procedural legislation of the Republic of Azerbaijan.

Article 57. Responsibilities of the ship's captain when a will is drawn up, when a child is born on the ship, and when a death occurs on the ship

57.1. The captain of the ship can attest to the will of the person on board during the voyage. The will certified by the captain of the ship is equal to the documents certified by the notary.

57.2. The master of the ship shall make a proper record in the ship's log of every birth and death on board.

57.3. The captain of the ship is obliged to inform one of his close relatives or his spouse of the death of the deceased person and to take measures to send his body to his homeland. In cases, if it is necessary for the ship to be in the open sea for a long time and it is not possible to send the body of the deceased person, the captain of the ship has the right to send the body to the nearest port of call in accordance with maritime customs, making a corresponding entry in the ship's logbook.

57.4. The ship's master shall ensure that a list of the deceased's property on board is kept and maintained.

Article 58. Ship captain as representative of ship owner or cargo owner

In the absence of other representatives of the ship owner or cargo owner, the captain of the ship is considered the representative of the ship owner or cargo owner in relation to the matters necessary for the needs of the ship, the cargo or the voyage being performed, as well as regarding the property assigned to him.

Article 59. Urgent financial need to continue the trip

59.1. In order to continue the voyage, especially for the repair of the ship or the maintenance of the ship's crew, when there is an urgent financial need during the voyage and there is no other way or time to dispose of it from the ship owner, the captain of the ship has the right to sell a non-necessary property assigned to him to continue the voyage.

59.2. It is the duty of the ship's master to choose the least harmful method of obtaining the continuation of the voyage to the owner and cargo.

59.3. The shipowner shall pay the value of the sold cargo to its owner, except for the case when the general accident symptoms are applied to the damage related to the sale of the cargo or the cargo is carried out only for the benefit of the cargo.

Article 60. Delegation of duties of the ship's captain to the senior assistant of captain

In case of the death, illness or other reason preventing the performance of official duties of the ship's captain, the duties of the ship's captain are assigned to the senior assistant of the ship until the order of the ship's owner is received.

Chapter V

State flag and port control [\[27\]](#)

Article 61. Relevant executive authority and Sea port captain

61.1. *The relevant executive authority and the captain of the sea port perform the functions of ensuring the safety and order of sea swimming in the sea port.*

61.2. *The seaport captain is appointed by the relevant executive authority and is directly subordinate to it. The activity of the seaport captain is regulated by the "Regulation on the Seaport Captain" approved by the Council of Ministers.*

relevant executive authority. ^[28]

61.3. The seaport captain is directly subordinate to the relevant executive authority. ^[29]

61.4. In the territory of the Republic of Azerbaijan, the state flag and port control and the co navigation rules are carried out by the relevant executive authority . ^[30]

Article 62. Functions of the relevant executive authority and the sea port captain

62.1. Functions of the relevant executive authority in the field of ensuring safety of sea nav order in the sea port:

62.1.1. monitoring compliance with the legislation of the Republic of Azerbaijan on commerci and international agreements related to commercial shipping of the Republic of Azerbaijan;

62.1.2. register ships in ship registers and issue relevant ship documents;

62.1.3. state registration of ownership rights to ships and ships under construction, mortgage or ship under construction and rights to them, and issue relevant documents; ^[31]

62.1.4. to issue certificates (diplomas), special training certificates, certificates of their issuanc identity document and seaman's manuals to ship crew members;

62.1.5. to control compliance with requirements to prevent environmental pollution by ships;

62.1.6. to carry out management and control of the guidance service at sea and the services tl the movement of ships;

62.1.7. to allow the removal of property sunk in the sea, as well as construction, hydrotechnic works in the port;

62.1.8. to register accidents at sea and investigate them in the manner determined by t executive authority.

62.2. The harbor master performs the following functions in the field of ensuring maritime order in the sea port:

62.2.1. to formalize the entry and exit of ships from the port;

62.2.2. to check ship's documents, certificates (diplomas), special training certificates and confi issuing certificates (diplomas);

62.2.3. control of compliance with the requirements of the rules for the entry and exit of shi port;

62.2.4. checking of relevant ship logs. ^[32]

Article 63. Control of ships

63 .1. The appropriate executive power body carries out the control of the ships leaving the sea verify the availability of ship documents, the compliance of the ship's main indicators with the ship's the appropriate complementing of the ship's crew and the fulfillment of the requirements of in conventions in the field of commercial shipping. ^[33]

63.2. In the absence of ship documents, or when there is sufficient reason to believe th does not meet the requirements of maritime safety, as well as if the operation of the ship poses a to human life or the environment, the relevant executive authority may inspect the ship. ^[34]

63.3. In order to verify the elimination of deficiencies that prevent the ship from leaving port, the relevant executive authority may carry out a control inspection of the ship. [\[35\]](#)

63.4. At least twenty-five percent of the average annual number of ships sailing under flag entering the seaports of the Republic of Azerbaijan during the last three calendar years must be in accordance with the regulations approved by the relevant executive authority.

63.5. Tankers carrying gas and chemicals if more than 10 years have passed since the date of construction specified in the safety certificates of the ship, bulker cargo ships if more than 12 years have passed since the date of construction, and other ships if more than 15 years have passed, as well as ships with a total tonnage of more than 300 tons indicated in the safety certificates if more than 15 years have passed since the date of construction, must be subjected to extensive control inspection in accordance with the regulations mentioned in Article 63 of this Code. [\[36\]](#)

Article 64. Issuing permission for ships to leave the sea port

64.1. Every ship must obtain permission to leave the sea port from the sea port master before leaving the sea port. The master of the sea port has the right to refuse to allow the ship to leave the sea port in agreement with the relevant executive authority in the following cases: [\[37\]](#)

64.1.1. if the vessel is unseaworthy;

64.1.2. when the ship's loading, supply, crew complementing requirements are violated or there are other deficiencies that may pose a threat to the life or health of the people on board, or damage to the marine environment of the ship;

64.1.3. if the requirements for ship documents are violated;

64.1.4. if there is an instruction of sanitary-quarantine and migration services, customs and other competent state authorities;

64.1.5. in case of non-payment of the prescribed port charges or the amounts of fines imposed according to the decision taken by the master of the sea port within his powers.

64.1.6. if there is a relevant decision of the court that has entered into legal force. [\[38\]](#)

64.2. The costs incurred in connection with the exercise of the sea port captain's rights mentioned in Article 64.1 of this Code shall be paid by the ship owner.

Article 65. Liability for violation of safety and disciplinary rules of sea swimming in the sea port

Administrative sanctions are applied by the relevant executive power body in accordance with the legislation of the Republic of Azerbaijan for violations of sea swimming safety and disciplinary rules. [\[39\]](#)

Chapter VI

Sea guides

Article 66. Purposes of passing ships with a sea guide

At the entrance to the seaports and the borders of the seaports' water area, as well as before seaports, ships are accompanied by sea guides in order to ensure the safety of sea navigation and protection of the marine environment.

Article 67. Sea guide

67.1. A sea guide is a citizen of the Republic of Azerbaijan who meets the requirements in the Regulations on sea guide service approved by the relevant executive authority of the Republic of Azerbaijan.

67.2. The certificate (certificate) of the right to guide ships with a sea guide is issued to the ship by *the relevant executive authority*.

67.3. The state control of the marine guide service is carried out by the relevant executive authority.

Article 68. Determining mandatory and non-mandatory regions for ships to be guided by a marine guide

The relevant executive authority determines the mandatory and non-mandatory regions for ships to be guided by a sea guide, and such regions are brought to the attention of everyone by mandatory regulations, notices and information bulletins *for the sea port*. [\[40\]](#)

Article 69. Compulsory detention of ships

69.1. Except for the cases where the ship belongs to the category of ships exempted from the obligation to be accompanied by a sea guide in the mandatory regions where the ship is guided by a sea guide, or the captain of the ship is given the right to sail without a guide as determined by *the relevant executive authority*, *the captain of the ship does not have the right to sail without a guide in the regions where the ships are guided by a sea guide*.

69.2. The categories of ships exempted from the obligation to be accompanied by a sea guide are determined by the *relevant executive power body* and are brought to everyone's attention by *mandatory regulations for the sea port*. [\[41\]](#)

69.3. The procedure for passing ships with a sea guide is determined by the *relevant executive authority*.

Article 70. Non-compulsory passage of ships with a sea guide

70.1. In regions where ships are not required to be accompanied by a sea guide, the ship can take a sea guide on board if necessary.

70.2. In the regions where ships are not required to be guided by a sea guide, the captain of the sea port may determine that the ships are guided by a sea guide in the following cases:

70.2.1. when the ship or the cargo carried by it poses a threat of damage to the marine environment. The categories of such vessels are made public by seaport mandatory rules, notices and information bulletins;

70.2.2. in the event of serious damage to the hull, machinery or equipment of ships v significantly affect their safe navigation in port. In such a case, the captain of the ship is n the ship must move with a sea guide.

Article 71. Sea guide license

71.1. The seaman who has arrived on the ship must present his seaman's license to captain.

71.2. The captain of the ship has no right to take on board a person who does r seaman's license as a seaman.

Article 72. Ensuring safe boarding and disembarkation of the sea guide

72.1. The captain of the ship must ensure the safe boarding and disembarking of t guide, as well as provide him with free room and board during the period of the ship's sta marine guide.

72.2. If the trainee accompanies the sea guide for the purpose of training, the rules Article 72.1 of this Code shall also apply to the trainee.

Article 73. Announcement of information about the ship by the captain of the ship

73.1. The master of the ship provides the marine guide with accurate information draft, length, breadth and tonnage of the vessel, which is included in the marine guide r signed by the master of the ship. The marine guide may request from the ship's cap information necessary for the navigation of the vessel.

73.2. In accordance with the legislation of the Republic of Azerbaijan, the captain of the be administratively responsible for the failure to declare the information provided for in A of this Code or for the declaration of incorrect information.

Article 74. Relations between the ship captain and the sea guide

For the safe navigation of the ship, the master of the ship follows the reasonable ad navigator and does not interfere with his work unless there is sufficient reason.

Article 75. Instructions given by the sea guide to the helmsman

The master of the ship may entrust the navigational officer to direct the instructio sailing and maneuvering of the ship to the helmsman. This does not exempt the ship ca responsibility for the consequences of such instructions.

Article 76. Temporarily leaving the captain's bridge by the captain of the ship

The captain of the ship, who is temporarily forced to leave the captain's bridge c passage of the ship with a sea guide, must inform the sea guide about this and present t

responsible for the management of the ship during his absence.

Article 77. Termination of passage of the ship with a sea guide

If necessary for the purposes of safe navigation of the ship, the pilot may stop the pilot ship until conditions exist that allow the safe navigation of the ship.

Article 78. Departure of the sea guide and delivery to his permanent place

78.1. A seaman cannot leave the ship without the permission of the master of the ship, anchoring the ship, taking the ship to a safe place, putting out to sea or being replaced by another seaman.

78.2. The captain of the ship has no right to take the sea guide outside the limits of the port to which he serves. Otherwise, the ship's captain must transport the sea guide to his permanent place at the ship's expense.

Article 79. Responsibility of the sea guide and ship captain

79.1. The presence of a sea guide on board does not remove the responsibility of the captain of the ship for the management of the ship.

79.2. If there is sufficient reason to doubt the correctness of the advice of the sea guide, the master of the ship has the right to refuse the services of such sea guide for the safe navigation of the ship. In the event that the ship is mandatorily guided, the ship's captain must request that the sea guide be replaced by another.

79.3. A seaman who is guilty of not properly manning a vessel may be deprived of his seaman's license.

Article 80. Liability for failure to conduct the ship properly with a marine guide

80.1. The organization that employs the seaman who conducts the seamanship of the ship is responsible for compensation for the damage caused to the ship as a result of the ship's improper management by the seaman.

80.2. The organization that employs the ship's guide, which carries out the passage of the ship with a sea guide, is not responsible for compensation for damages caused to third parties as a result of the ship not being properly guided by the sea guide.

Article 81. Sea guide fee

Vessels using the services of sea guides are charged a sea guide fee in the manner and amount determined by the legislation of the Republic of Azerbaijan.

Chapter VII

Submerged property

Article 82. Scope of application of the rules established in this chapter

82.1. The rules set forth in this chapter apply to the raising, removal and destruction of property in the waters under the jurisdiction of the Republic of Azerbaijan.

82.2. Wrecked ships, their wreckage, equipment, cargo and other objects, regardless of whether they are on or under the surface of the water, sink to the bottom of the water, as well as through shallow places or on the shore, belong to the property sunk at sea.

82.3. The provisions of this chapter shall not apply to:

82.3.1. raising, removing and destroying military property sunk at sea;

82.3.2. if cultural, archeological or historical property is under water, to remove such property.

82.4. In case of rescue operation, the raising, removal or destruction of the property sunk at sea in accordance with the rules defined in Chapter 20 of this Code, regardless of the rules defined in this chapter, the rules of reward and special compensation provided for rescuers shall be applied.

Article 83. The owner of the property sunk in the sea

83.1. If the owner of the property sunk in the sea intends to raise that property, he must notify the captain of the nearest seaport about it within one year from the day of the sinking of the property.

83.2. The captain of the sea port examines the property owner's application for the raising of the property sunk in the sea within one month and determines the procedure for the removal of the property and the period necessary for this (on the condition that it is not less than one year).

83.3. If the property sunk in the sea poses a serious and immediate threat to the navigation or significant damage to the marine environment, or creates a significant obstacle to the hunting of aquatic biological resources, the operation of the port and the conduct of works (and other works) in the port, the owner of that property shall request the captain of the sea port and during the period determined by him, he must raise the property sunk in the sea. If necessary, remove or destroy it.

83.4. If the owner of the property sunk in the sea is not known, the captain of the sea port provides information in the information bulletin about the period determined for the removal of the property sunk in the sea. When the flag of a ship sunk at sea is known, the captain of the sea port sends a notification about it to the relevant executive authority.

83.5. If the owner of the property sunk in the sea has not submitted an application for the removal of that property or has not removed the property within the period specified in accordance with Article 83.2 of this Code, the ownership right to the property sunk in the sea is determined according to the legislation of the Republic of Azerbaijan.

83.6. According to Article 84 of this Code, if more than one year has passed since the raising of the property, the property sunk in the sea can be reclaimed by the owner of the recovered property on the condition of payment of other expenses spent on the recovery of the sunken property in accordance with the legislation of the Republic of Azerbaijan.

Article 84. Lifting, removal or destruction of property sunk at sea by the port authority

84.1. The Port Authority may raise and, if necessary, remove or destroy property sunk at sea in the following cases:

84.1.1. if the owner of the property sunk in the sea has not been identified or he has removed or destroyed the property sunk in the sea, then the owner of the sunk in the perform the actions provided for in Article 83.3 of this Code;

84.1.2. when the property sunk in the sea poses a direct threat to the safety of sea swi considerable damage to the marine environment, when it creates an obstacle to the huntin biological resources, hydrotechnical and other works;

84.1.3. if the owner of the property sunk in the sea is not allowed to raise, remove or c property by his own means or by the means of the relevant organizations, if there is sufficien

84.2. In the cases provided for in Article 84.1 of this Code, the removal, removal or des property sunk in the sea is carried out at the expense of the known owner of such property.

Article 85. Reimbursement of costs incurred by the *port authority* ^[43]

In accordance with Article 84.1 of this Code, the demand for compensation for the incurred by the *port administration in connection with the lifting, removal or destruction of the pro in the sea is directed to that property according to the civil legislation of the Republic of Azerbaijan.*

Article 86. Accidental removal of property sunk at sea

Legal relations arising from the accidental recovery of property sunk in the sea are reg the civil legislation of the Republic of Azerbaijan.

Chapter VIII

Contract of carriage of goods by sea

Article 87. Definition of the contract of carriage of goods by sea

87.1. *The contract of carriage of goods by sea means that the carrier shall transport the cargo place where the shipper or the charterer has given or will give it to him for a fee to the port of dest. give it to the natural or legal person authorized to receive the cargo based on the contract (herein consignee), the consignor, the charterer, the consignee or those authorized by them. and the undertakes to pay the cost of transportation (freight).* ^[44]

87.2. The existence and content of the contract of carriage by sea is confirmed by the c of lading or other written evidence.

87.3. A contract of carriage by sea may be concluded:

87.3.1. under the condition of providing the whole ship, a part of it or certain ship cargo transportation by sea (charter);

87.3.2. without such condition.

87.4. *A carrier is a natural or legal person who carries out the transportation of cargo from origin to the destination port on the basis of a sea freight contract and in return for a fee, and who h of ownership, lease or use of a ship. The actual carrier is a natural or legal person who owns a ship wi*

place where the ship is sent or the destination. Other terms and conditions may be included in the charter based on the agreement of the parties. The charter is signed by the carrier and the consignee or their representatives.

Article 91. Interrelation of charter and bill of lading

The relationship between the carrier and the consignee, who is not a party to the contract of carriage of goods by sea, is determined by the bill of lading. When the consignee is referred to in the bill of lading, the terms of the charter are binding on him.

Article 92. Exemption of the right under the charter

92.1. When cargo is transported under charter, the charterer has the right to assign his obligations to third parties regarding the contract of cargo transportation by sea with the consent of the carrier.

92.2. The carrier, as well as the third party whose rights are waived, are jointly liable to the charterer for the performance of the contract of carriage by sea.

Article 93. Preparing the ship for a trip

93.1. To put the carrier ship in a condition suitable for departure - to ensure its seaworthiness, to properly equip the ship, to equip it with the ship's crew, as well as to prepare the warehouses and other places intended for cargo transportation on the ship in a condition that ensures the proper reception, transportation and storage of cargo, the carrier owes.

93.2. The carrier shall not be liable for the unseaworthy condition of the ship if it is proved that the unseaworthy condition of the ship is due to defects which are not apparent despite the exercise of due care.

Article 94. Replacement of the ship

If the cargo is to be transported on a certain ship, the cargo can be loaded onto another ship, except for the cases of re-loading as a result of technical necessity after the start of the operation, only with the consent of the charterer or shipper.

Article 95. Loading port and place

95.1. The carrier must deliver the vessel to the seaport specified in the charter or specified by the charterer in accordance with the terms of the charter. The carrier is obliged to indicate a safe port of loading.

95.2. If the freight forwarder does not indicate the port of loading, does not indicate a safe port of loading, or indicates an unsafe port of loading, the carrier may refuse to perform the contract of carriage and demand compensation for the damage caused.

95.3. When cargo is transported under charter, the carrier is obliged to deliver the vessel to the place of loading indicated by the charterer. The loading area must be safe and suitable for loading.

95.4. When linear transportation is carried out, the carrier determines the place of loading.

Article 96. Delivery of the ship

96.1. If the ship is not delivered at the time specified in the charter, the charterer has the right to refuse the contract of carriage by sea and demand compensation for the damage caused.

96.2. When the vessel is at the port of loading or at the places normally provided for that port, the charter carrier shall give written notice to the charterer or shipper. The day of notification is determined by the agreement of the parties, and in the absence of such an agreement, by the customs of that port.

Article 97. Time of Stalia

97.1. The period for which the carrier gives the ship for loading and keeps it undischarged without additional payments to the freight (stalling time) is determined based on the agreement of the parties, and in the absence of such an agreement, the terms accepted at the port of loading.

97.2. The start of Staliya time is determined by the agreement of the parties. Stalling time is calculated in working days, hours and minutes.

97.3. Due to reasons dependent on the shipper, as well as the time when loading is not carried out as a result of unstoppable force or hydrometeorological conditions that prevent safe loading of the ship or endanger the storage of the cargo, is not included in the stall time. The time when loading is not carried out for reasons dependent on the freight forwarder is included in the layover time.

97.4. If the download starts before the start of the idle time flow, the actual time used for download is included in the idle time.

97.5. The rules defined in articles 97.1-97.4 of this Code are also applied to the unloading of cargo at the port of destination.

Article 98. Counter-stalia time

98.1. With the agreement of the parties, an additional waiting time (counter-stalia time) is determined after the expiration of the stasis period. In the absence of an agreement between the parties, the counter-staging time is determined based on the terms accepted at the port of loading.

98.2. Contrastalia time is calculated in calendar days, hours and minutes.

98.3. Days off during counter-stalia time, officially determined *polling days that are not working days at the sea port, holidays that are not considered working days and national mourning*, as well as during loading due to force majeure or hydrometeorological conditions that prevent loading or endanger the storage of cargo interruptions are included. The time when loading is not carried out due to reasons that depend on the carrier is not included in the delay time. ^[49]

98.4. The rules defined in articles 98.1-98.3 of this Code are also applied to the unloading of cargo at the port of destination.

Article 99. The fee for the time of contrastalia

The amount of fee (demerage) due to the carrier due to the idleness of the ship at the port of counter-staging is determined by the agreement of the parties. If there is no such agreement,

the parties, the fee for the idleness of the ship is determined by the costs of maintaining the ship's crew.

Article 100. Reward for premature termination of loading

By agreement of the parties, a reward (dispatch) may be determined for the charterer's completion of loading before the end of the stalia time.

Article 101. The right of the carrier to send the ship on a voyage when the time of charter expires

101.1. At the expiration of the contrastalia period, the carrier has the right to send the ship on its way, even if the conditioned cargo is not fully loaded on board due to reasons beyond the control of the carrier. In this case, the carrier reserves the right to charge the freight in full.

101.2. When the entire ship is provided for the transportation of cargo and there is an agreement on the lay-by or counter-lay time, the carrier cannot refuse to accept the cargo brought before the end of that time, even if the acceptance and placement of the cargo keeps the ship longer than the lay-by time.

101.3. When the entire ship is not provided for the carriage of the cargo and there is an agreement on the lay-by or counter-lay time, the carrier has the right to refuse to accept the cargo presented before the end of that time, if it is possible to load the ship properly and without delay. If the carrier reserves the right to charge the freight in full.

Article 102. Compensation for damage caused due to the delay of the ship

If the ship's delay occurred due to reasons beyond the control of the carrier, the ship's owner is obliged to compensate the damage caused to the carrier by the charterer due to the delay.

Article 103. Early departure of the ship at the request of the charterer

When the whole vessel is given to the charterer for carriage, the carrier must, at the request of the charterer, set the vessel on the voyage, even if the cargo is not all put on board. In this case, the carrier reserves the right to charge the freight in full.

Article 104. Unloading foreign cargo from the ship

104.1. When the whole ship, a part of it or certain places are given for the transportation of cargo, the consignor may demand that the extraneous cargo be unloaded from the ship, at certain places at the port from which the ship departs, and when the whole ship is used for transportation, at any port where the ship enters.

104.2. If the cargo is not unloaded from the ship, its part or certain places on time, the consignor may demand from the freight forwarder an appropriate reduction of the freight and compensation for the damage caused to the freight forwarder.

Article 105. Deck cargo

105.1. The carrier may carry the cargo on board only in accordance with the agreement between the carrier and the shipper.

105.2. If there is an agreement between the carrier and the shipper about the carriage on board, the carrier must record this in the bill of lading or in another document confirming the existence of a contract of carriage of cargo by sea. In the absence of such a note, the carrier is presumed that they have reached an agreement with the consignor to carry the cargo on board. However, the carrier cannot rely on the agreement in relation to a third party, even in relation to the person who obtained the bill of lading in good faith, including the consignee.

105.3. When the cargo is transported on board in violation of the rules defined in Article 105.1 of this Code, or if the carrier fails to refer to the agreement on the cargo transportation or in accordance with Article 105.2 of this Code, the carrier, despite the rules defined in Article 105.1 of this Code, shall carry the cargo only on board and is responsible for the loss, damage or delay in the cargo as a result of transportation. The limits of the carrier's liability, depending on the circumstances, are determined according to the rules provided for in Articles 132 or 134 of this Code.

105.4. If there is an agreement on the cargo transportation in the warehouse, the transportation of the cargo on board is considered as an action or inaction of the carrier that leads to the loss or damage of the cargo. The carrier is not to limit the liability of the carrier in accordance with Article 134 of this Code.

Article 106. Packaging and marking of cargo

106.1. In order to ensure full storage of the cargo during transportation and reloading, the cargo to be transported and (or) packed in tare must be presented for transportation in the necessary and (or) packaging means.

106.2. The consignor must properly mark the cargo and provide all necessary information about the cargo to the carrier. If the cargo requires special handling, the consignor must inform the carrier about the characteristics of the cargo and the procedure for handling it.

Article 107. Change of load

The type and quantity of cargo specified in the charter can be changed to another type of cargo with the consent of the carrier.

Article 108. Documents and information related to cargo ^[50]

The consignor must provide the carrier *with the documents and information related to the cargo, including all the documents required for the cargo in accordance with the port, customs, sanitary and administrative regulations, for the proper execution of the contract of cargo transportation by sea*. In case of failure to provide such documents and information on time, incorrect or shall be liable to the carrier for the damage caused as a result of incomplete preparation. ^[51]

Article 109. Issuance of bill of lading

109.1. A bill of lading is a document that confirms the existence of a contract for the carriage of goods by sea, acceptance and delivery of cargo by the carrier, and in return for which the carrier undertakes to deliver the cargo.

109.2. The bill of lading is issued after the cargo has been accepted for shipment.

109.3. The consignor guarantees the correctness of the information provided to the carrier for its inclusion in the bill of lading and is responsible for any damage caused to the carrier as a result of such incorrect information.

109.4. The carrier's right to indemnification does not eliminate the carrier's liability to the cargo owner or other party other than the shipper under the contract of carriage by sea.

Article 110. Issuance of another document instead of the bill of lading

Instead of a bill of lading, a sea waybill or other document confirming the acceptance of cargo for transportation may be issued. When the carrier issues another document confirming the acceptance of cargo for transportation without a bill of lading, such a document is evidence of the conclusion of the contract of carriage of cargo by sea and the acceptance of the cargo by the carrier as indicated in that document.

Article 111. Contents of the bill of lading

111.1. The following information should be included in the bill of lading:

111.1.1. carrier name;

111.1.2. the name of the port of loading and the date of acceptance of the cargo for transportation in accordance with the contract of carriage by sea;

111.1.3. name and location of the consignor;

111.1.4. the name of the port of destination under the contract of carriage by sea;

111.1.5. the consignee's name, if specified by the consignor;

111.1.6. the name of the cargo, the main marks necessary for the identification of the cargo, if applicable, an indication of the dangerous nature or special properties of the cargo, the number of packages or objects, the weight of the cargo or the quantity recorded in another way. In the absence of such information is recorded as provided by the shipper;

111.1.7. external condition of cargo and its packaging;

111.1.8. the amount of freight to be paid by the consignee or other instruction on the payment of freight by him;

111.1.9. place and date of issue of bill of lading;

111.1.10. the number of original copies of the bill of lading, if their number is more than one;

111.1.11. signature of the carrier or a person acting on his behalf.

111.2. By agreement of the parties, other information and reservations may be added to the bill of lading.

111.3. A bill of lading signed by the ship's master is deemed to be signed on behalf of the carrier.

Article 112. Reservations in the bill of lading. Probative force of bill of lading

112.1. If the carrier or other person issuing the bill of lading on his behalf has sufficient reason to believe that the name of the cargo, its main marks, the number, weight or quantity of the cargo, the number of places or objects, the weight or quantity of the bill of lading do not correspond to cargo received, the carrier or the other person issuing the bill of lading on his behalf shall make a note on the bill of lading about that discrepancy, with a specific indication that there is no opportunity to verify the discrepancies or information.

112.2. If the carrier or other person issuing the bill of lading on his behalf does not indicate an external condition of the cargo in the bill of lading, it is considered that the good external condition of the cargo is indicated in the bill of lading.

112.3. The bill of lading is proof of acceptance of the cargo for transportation by the carrier described in the bill of lading, except for the information stipulated in accordance with Article 111 of this Code, unless otherwise proven. If the bill of lading is given to a third party acting in good faith based on the description of the cargo in the bill of lading, the carrier is not allowed to deny the bill of lading to the contrary.

Article 113. Types of bill of lading

113.1. A bill of lading can be issued in the name of a specific consignee (named bill of lading), in the direction of the shipper or consignee (ordered bill of lading), or to the bearer (unnamed bill of lading). If it is not mentioned in the bill of lading with warrant that it is given to the instructing consignee or the consignee, the bill of lading is considered to be given to the instructing consignee.

113.2. The bill of lading is issued subject to the following rules:

113.2.1. the named bill of lading can be given to another person on the note of giving a receipt in form in accordance with the rules established for the relief of the claim;

113.2.2. the bill of lading with warrant can be given to someone else on the named bill of lading delivery record;

113.2.3. bearer (untitled) bill of lading may be assigned to another by simple presentation.

Article 114. Multiple original copies of the bill of lading

At the request of the consignee, he may be given several original copies of the bill of lading. In such a case, the number of existing original copies of the bill of lading is indicated in each copy of the bill of lading. After the cargo is released based on the first original copy of the bill of lading, the other original copies of the bill of lading lose their validity.

Article 115. The right to dispose of cargo

115.1. As soon as the cargo is given to the consignee, as well as until such right is given to the consignee or a third party, the consignee has the right to dispose of the cargo. If the right to dispose of the cargo is given to the consignee or a third party, the consignee must inform the carrier about it.

115.2. On the condition that the consignee presents all original copies of the bill of lading to him or provides appropriate guarantees in accordance with the rules set forth in Articles 113 and 114.

and 120 of this Code, the return of the cargo, delivery of the cargo at an intermediate port or delivery of cargo at an intermediate port, which is not specified in the transport document, if the ship departs from the place of departure, has the right to demand delivery to the consignee.

Article 116. Duties of the carrier in relation to the cargo

116.1. The carrier shall properly and diligently load, place, transport, care for and unload the cargo from the moment of accepting the cargo for transportation until the moment of its delivery.

116.2. If the cargo accepted for transportation requires special treatment due to its character and there is an instruction about this in the contract of carriage by sea and in the cargo receipt, the carrier must take care of the cargo in accordance with such instructions.

116.3. Agreements of the parties that contradict Article 116.1 of this Code are irrelevant.

Article 117. Dangerous cargo

117.1. If cargo of a flammable, explosive or dangerous nature has been delivered with an incorrect name, and when the cargo was received, the carrier could not be sure of its character, after external inspection, such cargo may at any time be unloaded, rendered harmless or destroyed by the carrier, depending on the circumstances. In this case, the shipper is not compensated for the damage to the cargo.

117.2. The consignor is responsible for the damage caused to the carrier or third party as a result of loading the cargo specified in Article 117.1 of this Code. Freight is not refunded for the transportation of such cargo. If the freight has not been paid at the time of shipment, the carrier has the right to charge it in full.

117.3. If the cargo specified in Article 117.1 of this Code poses a danger to the ship, other people or property after being loaded onto the ship based on the knowledge and consent of the carrier, and on the circumstances, the carrier has the right to unload, neutralize or destroy such cargo on the ship. In this case, except in the case of general accident, the shipper is not compensated for the damage and the carrier reserves the right to charge an amount proportional to the actual cost of the cargo.

Article 118. Obstacles to the ship entering the port of destination

118.1. If the ship cannot enter the port of destination as a result of the prohibition of entry by the authorities, natural phenomena or other reasons beyond the control of the carrier, the carrier shall immediately inform the shipper or the charterer or the person authorized to dispose of the cargo, if such a person is known to the carrier.

118.2. When the ship is fully engaged for the carriage of cargo, and if, within a reasonable time after the carrier's notice is sent, no order is received from the shipper or the charterer, or the person authorized to dispose of the cargo, the master of the ship shall, at his discretion, order the ship to proceed to a nearby port, at the request of the shipper, the charterer, or the person authorized to dispose of the cargo, to dispose of the cargo. The carrier has the right to either unload the cargo at one of the nearby ports or return the cargo to the port of destination, depending on what is considered more profitable for the authorized person.

118.3. If the ship is not given as a whole for cargo transportation, the captain of the ship has the right to unload the cargo that cannot be delivered to the port of destination at another port according to the instructions of the shipper or the charterer, or the person authorized to dispose of the cargo.

order of the shipper or charterer or the person authorized to dispose of the cargo. If such order is not received within 72 hours after the carrier's notification, the ship's master has the right to dispose of the cargo at one of the nearest ports at his discretion by notifying the shipper or the charterer or the person authorized to dispose of the cargo. The captain of the ship has the right to act in accordance with the received order cannot be executed without harming the owners of other cargoes on board.

118.4. The carrier has the right to be reimbursed for the costs of waiting for the order of the shipper or the charterer, or the person authorized to dispose of the cargo within a reasonable period of time, and for the expenses incurred for the cargo, as well as to receive freight in a proportion to the actual distance of the cargo.

Article 119. Refusal to execute the contract of cargo transportation by sea

119.1. If the value of the loaded cargo does not cover the freight and the carrier's costs for the cargo, and if the shipper, charterer or consignee or another person authorized by them has not paid the freight in full and has not provided additional security before the ship departs, the carrier's obligation to execute the contract of carriage by sea until the ship departs. and has the right to demand compensation for the damage caused. [\[52\]](#)

119.2. The shipper or the freight forwarder has the right to refuse the performance of the contract of carriage of goods by sea, provided that the carrier pays all costs incurred in connection with the performance of this contract, demurrage and/or freight, or part thereof.

119.3. When the shipper or the charterer refuses to execute the contract of carriage by sea before the ship departs, the carrier is obliged to deliver the cargo to the shipper or the charterer, and if the unloading of the cargo delays the ship beyond the specified time.

119.4. If the shipper or the charterer refuses to execute the contract of carriage by sea before the ship is on its way, the shipper or the charterer may demand the cargo only at the port of call or at the port where the ship will enter according to the contract of carriage by sea or at another port or place necessary to enter.

119.5. If the shipper or the charterer refuses to execute the contract of cargo transportation before the ship is provided for the transportation of the cargo, the carrier is obliged to deliver the cargo at the request of the shipper or the charterer only if no damage is caused to the carrier or other shipper or the charterer until the cargo is delivered to the port of destination.

Article 120. Refusal of the execution of the cargo transportation contract by the parties

120.1. Before the ship leaves the seaport, each party to the contract of carriage by sea has the right to refuse to perform the contract without paying compensation for the damage caused to the other party in the following cases:

120.1.1. military or other operations that threaten the capture of the ship or cargo;

120.1.2. blockade of the ship's port of departure or destination;

120.1.3. detention of the ship by the order of the relevant authorities for reasons beyond the control of the parties to the contract of carriage of goods by sea;

120.1.4. involvement of the ship in providing state needs;

120.1.5. imposing a ban on removal of the cargo intended for transportation from the port of departure or bringing it to the destination by the relevant authorities.

120.2. If the delay of the ship is expected to be short-term, the cases provided for 120.1.3 and 120.1.5 of this Code cannot be a reason to refuse the contract of cargo transportation without paying compensation for the damage caused to the other party.

120.3. When any of the cases provided for in Article 120.1 of this Code begins during the trip, each party to the contract of cargo transportation by sea has the right to refuse the execution of the contract. In such a case, the consignor or freight forwarder pays the carrier for all costs incurred by him in connection with the cargo, including the costs related to unloading the cargo, as well as the amount proportional to the distance the cargo is actually transported.

Article 121. Termination of an unenforceable sea freight contract

121.1. After the conclusion of the contract of cargo transportation by sea and until the ship reaches the port of loading, the contract is terminated in the following cases beyond the control of the carrier without the obligation to compensate the other party for the damage caused due to the termination of the contract:

121.1.1. when the ship is destroyed or captured by force;

121.1.2. when the ship is considered unseaworthy;

121.1.3. when the cargo identified by its individual characteristics is destroyed;

121.1.4. if the cargo specified by the type characteristics is destroyed after being handed over to the consignee at the port of loading and the consignor does not deliver another cargo in time to replace the destroyed cargo.

121.2. According to the cases specified in Article 121.1 of this Code, the contract of cargo transportation by sea is also terminated during the trip. In such a case, depending on the amount of cargo saved and delivered, the carrier should receive the freight in the amount proportional to the actual transportation distance.

Article 122. The person entitled to receive the cargo

122.1. At the port of discharge, the carrier transfers the cargo transported under the bill of lading to the following persons upon presentation of the original bill of lading:

122.1.1. on the named bill of lading - to the consignee specified in the bill of lading or to the person to whom the bill of lading is issued in another form according to the named transfer or in accordance with the rules established for the relief of the claim;

122.1.2. on a bill of lading with warrant - to the person on whose instructions the bill of lading was drawn up, if the last among the records of continuous transfer contained in the bill of lading is the record of delivery to this person or to the person who presented the bill of lading with a blank record;

122.1.3. to the submitter (unnamed) on the bill of lading - to the person presenting the bill of lading.

122.2. When the cargo is transported on the basis of a sea waybill or other similar document, the carrier may hand over the cargo to the consignee specified in such document or to the person specified by the consignor.

Article 123. Delivery of cargo for storage

123.1. If the entire vessel is not provided for the carriage of the cargo, and in cases consignee does not demand or refuses this cargo at the port of destination, or causes a prevents the cargo from being unloaded at the specified time, the carrier shall notify the co the charterer, as well as the consignee, if known to him, of the cargo, regarding the cargo ha to transfer to a warehouse or other safe place at the expense and risk of the person aut dispose of it.

123.2. When the ship is given as a whole for the transportation of cargo, the cargo is and handed over to storage by the carrier after the expiration of the lay-by and counter-lay during the lay-by and counter-lay time, provided that there is no other order of the ship charterer or the person authorized to dispose of the cargo. The time spent by the carrier on the cargo to storage is considered as idle time.

123.3. If the cargo delivered to storage is not claimed within two months from the c ship's arrival at the port, and if the consignor does not reimburse all the costs incurred by in connection with this transportation, the carrier may sell the cargo in the prescribe Unclaimed perishable cargo, as well as cargo that costs more than the cost of storage, ca before the specified period expires. The carrier must inform the consignor that the cargo sold.

123.4. The amount obtained from the sale of cargo is given by the carrier to the co freight forwarder after deducting the costs incurred for storage and sale. If the amount obt the sale of the cargo is not sufficient to cover the amounts due to the carrier, the carrier has t demand the missing amount from the shipper or the charterer.

Article 124. Payments made during delivery of the cargo and the right to keep the ca

124.1. When the cargo is delivered, the carrier is responsible for the costs incurred by at the expense of the cargo, the fee for the idleness of the vessel at the port of discharge, as this is provided for in the bill of lading or on the basis of another document in which th carried out, to pay the freight and the fee for the idleness of the vessel at the port of loadi the case of general breakdown is obliged to pay the fee or provide the necessary security.

124.2. The carrier has the right to keep the cargo until the amounts specified in Artic this Code are paid or the security is provided.

124.3. When the cargo is delivered to a storage warehouse that does not belong to the the carrier reserves the right to store the cargo, provided that the warehouse owner is in notified of this.

124.4. After delivery of the cargo, the carrier loses the right to demand from the ship freight forwarder the amounts that the consignee has not paid to him, except in cases where exercise the right to retain due to reasons beyond his control.

124.5. The requirements of the carrier holding the cargo are satisfied at the cost of th the amount and in the manner provided by the legislation of the Republic of Azerbaijan.

124.6. The amount obtained from the sale of the cargo shall be given to the consi deducting the amounts due to the carrier and reasonable costs related to the sale of th accordance with Article 124.1 of this Code. If the amount obtained from the sale of the ca sufficient to pay the amounts due to the carrier in accordance with Article 124.1 of this carrier has the right to demand the missing amount from the shipper or the charterer.

Article 125. Examination of cargo or checking of its condition

In case of actual or suspected loss or damage of the cargo, the consignee and the carrier are obliged to provide each other with an opportunity to examine the cargo or check its condition before the cargo is handed over to the consignee. The costs associated with the examination or inspection of the cargo shall be borne by the party requesting the examination or inspection. If the loss or damage for which the carrier is responsible is determined as a result of the examination or inspection at the request of the consignee, the costs for the examination or condition of the cargo shall be borne by the carrier.

Article 126. Written notice of cargo loss or damage

126.1. In the absence of evidence to the contrary, it is considered that the cargo has been delivered in accordance with the terms of the bill of lading, if the carrier does not give a written notice of the loss or damage to the cargo before or during delivery, indicating the general nature of the damage.

126.2. If the loss or damage of the cargo is discovered when it is accepted by the usual recipient, the consignee may provide a written notice of this to the carrier within 3 days after receipt of the cargo.

126.3. When the consignee examines the cargo together with the carrier or checks its condition, he may not give the written notice provided for in Article 126.1 of this Code.

Article 127. Fees during cargo transportation

All charges payable to the carrier shall be paid by the shipper or freight forwarder *or other person authorized by them*. If it is stipulated in the agreement between the shipper or the freight forwarder and such information is included in the bill of lading, it is allowed to transfer the fees to the *or another person authorized by him*. [\[53\]](#)

Article 128. Freight volume

128.1. The volume of freight is determined by the agreement of the parties.

128.2. If the cargo is loaded on the ship in an amount greater than that stipulated in the contract of carriage by sea, the amount of freight is increased accordingly.

128.3. If, instead of the cargo specified in the contract of carriage by sea, another cargo is loaded on the ship, a higher freight rate is placed on the ship, the freight is charged according to the actual cargo loaded.

128.4. If the amount of freight for the transportation of the actual loaded cargo is less than the freight for the transportation of the cargo stipulated in the contract of cargo transportation by sea, the freight stipulated in the contract of cargo transportation by sea shall be paid.

Article 129. Freight for cargo lost during transportation

129.1. Freight is not charged for cargo lost in transit and is refundable if prepaid. If the cargo is subsequently salvaged, the carrier is entitled to receive freight in proportion to the distance covered by the vessel.

129.2. Freight is paid in full for cargo lost or damaged due to natural features dependent on the shipper.

Article 130. Liability of the carrier

130.1. The carrier shall not be liable for loss of, damage to, or delay in delivery of cargo for carriage if it can prove that the loss, damage, or delay in delivery of the cargo was caused by:

130.1.1. irresistible force;

130.1.2. perils or accidents at sea and in other waters where ships sail;

130.1.3. any measures to save persons at sea or reasonable measures to save property;

130.1.4. fire that occurred through no fault of the carrier;

130.1.5. actions or orders of relevant authorities (detention, detention, quarantine, etc.);

130.1.6. military operations and civil unrest;

130.1.7. actions or omissions of the shipper or consignee;

130.1.8. apparently invisible defects of cargo, its characteristics or natural loss;

130.1.9. defects of cargo tares or containers that are not visible from the external appearance;

130.1.10. marks not sufficiently clear or legible;

130.1.11. strikes or other circumstances leading to full or partial suspension or limitation of operations;

130.1.12. other circumstances arising through no fault of the carrier, its employees or agents.

130.2. The carrier shall be deemed to have delayed the delivery of the cargo if the cargo is not delivered within the time agreed upon by the parties at the unloading port provided for in the contract of carriage by sea, and in the absence of such agreement within the reasonable time from the responsible carrier taking into account the specific circumstances.

130.3. If it is not given to the person authorized to receive the cargo within 30 calendar days of the period specified in Article 130.2 of this Code at the unloading port, the person who has the right to make a claim against the carrier for the loss of the cargo may consider the cargo lost.

130.4. From the moment the cargo is accepted for transportation until the moment of delivery, the carrier is responsible for the loss or damage of the cargo accepted for transportation, delay in its delivery.

130.5. The carrier is not liable if it can prove that the loss, damage or delay in delivery of cargo was caused by the action or inaction of the ship's master, other members of the ship's crew or the navigator in the management of the ship (navigational error).

130.6. For the loss or damage of the cargo that arrived at the port of destination in sealed spaces and with safe seals of the shipper, delivered in a safe tare with no signs of opening or tampering, as well as transported accompanied by the consignor or consignee's representative, if the carrier is responsible for the loss or damage of the cargo accepted for transportation as a result of the actions of the carrier if he cannot prove it, the carrier is not responsible.

Article 131. Calculation of the carrier's liability for cargo loss or damage

131.1. The carrier is responsible for the loss or damage of the cargo to the following extent:

131.1.1. due to the loss of cargo — in the amount of the cost of the lost cargo;

131.1.2. due to damage to the cargo — in the amount of the decrease in the value of the

131.1.3. due to the loss of cargo accepted for transportation with declared price — in the amount of the declared price of the cargo.

131.2. If freight is not included in the price of lost or damaged cargo, the carrier shall pay the freight it has received.

131.3. The total amount to be paid is calculated from the current price of the cargo at the place and day of unloading or at the place and day of unloading according to the contract. The price of the cargo is calculated from the price on the commodity exchange, and if it is not available, from the market price, and if they are not available, from the usual price of the cargo of this type and quality.

131.4. The amount paid for the loss or damage of the cargo shall be deducted from the amount paid for the loss or damage of the cargo.

Article 132. Limitation of the carrier's liability

132.1. If the type and type of cargo, as well as its value, is not declared by the consignee before the cargo is loaded and is not included in the bill of lading, the liability of the carrier for damage of the cargo accepted for transportation, from 666.67 units of account per one place or unit of shipment, or lost or damaged not more than two accounting units per kilogram of weight of the cargo, depending on which amount is greater.

132.2. The liability of the carrier for the delay in the delivery of cargo accepted for transportation cannot exceed the amount of freight provided for in the contract of carriage by sea.

132.3. According to Articles 132.1 and 132.2 of this Code, the total amount to be paid by the carrier may not exceed the liability that can be determined for total loss of cargo in accordance with Article 132.1 of this Code.

132.4. If a container, pallet or other device is used for the transportation of cargo, the number of places or units of shipment in such a device listed in the bill of lading shall be considered the number of places or units of shipment for the purposes of Article 132 of this Code. Unless otherwise specified, such installation shall be considered a cargo space or unit.

132.5. On the basis of their agreements, the parties to the contract of cargo transportation may determine the limit of liability higher than that stipulated in articles 132.1-132.3 of this Code.

Article 133. Requirements to the carrier, its employees and agents

133.1. When a claim is made against an employee or agent of the carrier in connection with the loss or damage of cargo accepted for carriage, or delay in delivery, such employee or agent must prove that he acted within the limits of his duty (authority), shall be liable to the carrier and shall use the rules on limitation.

133.2. With the exception of the case provided for in Article 134 of this Code, the sum of the amount to be collected from the carrier, its employee or agent cannot exceed the limit of liability provided for in Article 132 of this Code.

Article 134. Loss of the right to limitation of liability

134.1. If it is proven that the loss or damage of the cargo accepted for transportation, or in its delivery, occurred due to the carrier's intentional or negligent action or inaction, the carrier does not have the right to limit the liability provided for in Article 132 of this Code.

134.2. If it is proven that the loss or damage of the cargo accepted for transportation, or in its delivery occurred due to the intentional or negligent action or inaction of the employee or agent of the carrier, the employee and agent of the carrier do not have the right to limit the liability provided for in Article 133.1 of this Code. .

Article 135. Responsibility of the actual carrier

135.1. If the transportation of the cargo or its part is entrusted to the actual carrier, the carrier shall, regardless of this, be responsible for the transportation as a whole in accordance with the rules established by this Code. In relation to the transportation of cargo performed by the actual carrier, the carrier is responsible for the actions or omissions of the actual carrier, its employees and agents within the scope of their duties (authorities).

135.2. In accordance with the agreement of the carrier and the actual carrier, the rules established for the carrier's liability in this Code shall be applied to the responsibility of the actual carrier for the transportation performed.

135.3. If the agreement provided for in Article 135.2 of this Code is reached and the agreement is made to the employee or agent of the actual carrier, the rules defined in Articles 133.1, 133.2 of this Code shall also be applied to them.

135.4. Any agreement by the carrier to assume obligations not provided for in this chapter shall apply to the actual carrier only if he has written consent. Whether or not there is such agreement, the carrier is bound by the obligations and waiver of rights arising from such agreement.

135.5. If the liability falls on the carrier and the actual carrier, then their liability is joint and several.

135.6. The sum of the sums to be charged from the carrier and the actual carrier for the loss or damage of the cargo accepted for transportation, or for the delay in its delivery, shall not exceed the limit of liability provided for in this Code.

135.7. The rules established in this Code do not affect the right of recourse of the carrier against the actual carrier.

Article 136. Direct transportation of cargo

136.1. When the carrier issues a direct bill of lading, which provides for the execution of the transportation by another person, due to the loss or damage of the cargo accepted for transportation in the direct bill of lading, or delay in delivery, if these are the result of circumstances arising when the cargo is in his possession when the other person performs a part of the transportation if it happened, the carrier may not be held responsible. The onus is on the carrier to prove that loss or damage to the cargo accepted for carriage, or delay in delivery was caused by circumstances.

136.2. The person carrying out a part of the transportation, when the cargo is in his possession, shall be responsible for the loss or damage of the cargo accepted for transportation, or for the delay in its delivery.

delivery, in accordance with the rules defined in this Code.

Article 137. Responsibility of the consignor and charterer

The shipper and the freight forwarder are liable for the damage caused to the carrier, unless they prove that they or the persons responsible for their actions or inactions were not at fault for the damage.

Chapter IX

Contract of carriage of passengers by sea

Article 138. Determination of the passenger transport contract by sea

138.1. According to the contract of passenger transportation by sea, the carrier undertakes to deliver the passenger and his luggage from the place of departure to the destination. The passenger undertakes to pay the cost of transportation.

138.2. The carrier is the person who concludes the contract of carriage of passengers who has concluded such a contract on his behalf.

138.3. An actual carrier is a person other than the carrier who, as the owner of the ship or on other legal grounds, actually carries passengers or performs part of the carriage.

138.4. A passenger is any person whose carriage is carried out for the purpose of accompanying a vehicle or animals under a contract of carriage of passengers by sea, or under a contract of carriage of goods by sea with the consent of the carrier.

138.5. The conclusion of the passenger transportation contract by sea is confirmed by the carrier's receipt and the passenger's baggage delivery is confirmed by the baggage receipt.

Article 139. Baggage and cabin baggage

139.0. For the purposes of this chapter:

139.0.1. baggage - items or vehicles transported by the carrier under the contract of passenger transportation by sea, with the exception of cars and animals transported under the contract of carriage of goods by sea;

139.0.2. cabin baggage - baggage that is in the passenger's cabin or is otherwise in his possession, custody or control. Except for cases where the rules specified in articles 141, 148.2-148.5 of this Code are applied, cabin baggage also includes the baggage in the passenger's car or on it.

Article 140. The passenger's right to travel and carry his luggage

140.1. The passenger's departure and baggage fees are determined based on the agreement between the carrier and the passenger.

140.2. The passenger fare and luggage transportation fee in public transportation is determined based on the tariffs approved in accordance with the legislation of the Republic of Azerbaijan.

140.3. The passenger has the right to:

140.3.1. to take a child under the age of five free of charge without a separate seat (discounted rate on foreign passenger lines). For other children under the age of five, children five to twelve years of age are subject to preferential transportation rates by law;

140.3.2. to carry free cabin baggage within the prescribed limits.

Article 141. Passenger transportation periods

141.0. Passenger transportation includes the following periods:

141.0.1. in relation to the passenger and the cabin baggage - the time the passenger and baggage are on the ship, the time of boarding and leaving the ship, as well as the time of the passenger's transportation by water from shore to ship and from ship to shore - if such transportation is included in the price of the ticket or the carrier of the means of transport for this transportation if he gave. The period during which the passenger is at a sea station, pier or port facility is not included in the period of carriage;

141.0.2. in relation to cabin baggage - if the baggage has been accepted by the employee or agent and not handed over to the passenger, the period of the passenger's stay at a sea station, pier or any port facility is included in the period of carriage;

141.0.3. in relation to other baggage that is not cabin baggage - the period from the moment the baggage is received by the carrier, its employee or agent on shore or on board the ship, to the moment when the carrier, its employee or agent hands over the baggage to the passenger.

Article 142. The passenger's refusal of the passenger transport contract by sea

142.1. The passenger has the right to refuse the contract of passenger transportation by sea before the departure of the ship, as well as after the start of the trip, at any point where the ship is for embarking or disembarking passengers.

142.2. If the passenger has refused the contract of passenger transportation by sea no later than the period determined by the rules of passenger transportation by sea approved by the executive authority, or has not arrived on the ship due to illness before the departure of the ship or due to illness before the departure of the ship or due to reasons dependent on the contract of passenger transportation by sea if he has refused the contract of carriage, the fare paid to the passenger for the journey and the carriage of his baggage shall be returned in full.

Article 143. The carrier's refusal to execute the contract of passenger transportation by sea

143.1. The carrier has the right to refuse the execution of the contract of carriage of passengers by sea in the following cases beyond his control:

143.1.1. military or other operations that threaten the capture of the ship;

143.1.2. blockade of the ship's point of departure or destination;

143.1.3. detention of the ship by order of the relevant authorities for reasons beyond the control of the contracting parties;

143.1.4. involvement of the ship in providing state needs;

143.1.5. ship destruction or seizure by force;

143.1.6. rendering the ship unseaworthy.

143.2. If the carrier refuses to execute the contract of passenger transportation by sea ship departs, the fee paid to the passenger for the journey and the transportation of his luggage shall be returned in full, and if he refuses after the departure, that fee will be returned in proportion to the distance where the transportation was not carried out.

143.3. When the circumstances provided for in Article 143.1 of this Code exist, the carrier refusing to execute the contract of passenger transportation by sea must deliver the passenger to the point of departure at his own expense or pay the expenses incurred by the passenger.

Article 144. Making a change in the contract of passenger transportation by sea

144.1. If it becomes necessary as a result of a natural disaster, unfavorable epidemiological conditions at the point of departure or destination of the passenger, a change in the transportation route, as well as other events and circumstances beyond the control of the carrier, to make impossible the execution of the contract of passenger transportation by sea, the carrier, at the point of departure of the carrier's ship, has the right to change the transportation route, the point of boarding or disembarking point. In these cases, the carrier must deliver the passenger to the point of departure at his own expense at the request of the passenger or pay the passenger the cost of the transportation by him.

144.2. The rules defined in Article 144.1 of this Code do not affect the passenger's right to demand the execution of the contract of passenger transportation by sea.

Article 145. Liability of the carrier

145.1. If the incident that caused damage to the passenger occurred due to the fault of the carrier or its employees or agents acting within the scope of their duties (authorities), the carrier is responsible for the death or health damage of the passenger, as well as for the loss or damage of the passenger's luggage.

145.2. Loss or damage to a passenger's baggage includes damage caused by the failure to deliver the baggage to the passenger within a reasonable time after the arrival of the vessel on which the baggage is or should be carried.

145.3. The claimant has the responsibility to prove that the incident that caused the damage to the passenger occurred during the transportation of the passenger and his luggage, as well as the amount of the damage.

145.4. If the death or health impairment of a passenger, or the loss or damage of baggage occurs as a result of an accident, collision, grounding of the ship, an explosion or fire on board the ship, in this case, the carrier acting within the scope of his duties (authorities), his employees or agents are not proven guilty, then they are presumed guilty. This rule also applies to baggage that is not cabin baggage, regardless of the nature of the event that caused the loss or damage to the baggage. In other cases, the burden of proving guilt rests with the plaintiff.

Article 146. Actual carrier

146.1. When the carriage of a passenger or a part thereof is entrusted to the actual carrier, the actual carrier shall be responsible for the entire carriage of the passenger in accordance with the provisions of this Code.

of this chapter. However, the actual carrier has the duties and rights provided for in established in this chapter in relation to passenger transportation.

146.2. In the relations arising from the passenger transportation performed by the act the carrier is responsible for the actions or omissions of the actual carrier, its employees acting within the limits of their duties (authorities).

146.3. Any agreement to impose obligations on the actual carrier not provided for in th forth in this chapter or to waive the rights granted in this chapter shall be effective for carrier only if the actual carrier has consented to it in writing.

146.4. If the carrier and the actual carrier are liable, their liability is assumed jointly.

146.5. The rules established in this chapter do not affect the right of recourse of the c the actual carrier.

Article 147. Loss or damage of valuables

The carrier is not responsible for the loss of or damage to money, securities, *preci precious stones and articles of art*, and other valuables, unless such valuables have been hande safekeeping to the carrier who agrees to keep them safe. The carrier is responsible for the handed over for storage not exceeding the limit stipulated in Article 148.4 of this Code. [\[54\]](#)

Article 148. The limit of the carrier's liability

148.1. The liability of the carrier for damage to the life or health of the passenger s exceed 175,000 billing units.

148.2. The carrier's liability for loss or damage to cabin baggage for the entire carriag exceed 1.8 thousand units of account per passenger.

148.3. The liability of the carrier for the loss or damage of the vehicle, including th transported in it or on it, in relation to the entire transportation, should not exceed 10 thousa units per vehicle.

148.4. The liability of the carrier for the loss or damage of baggage other than th specified in Articles 148.2 and 148.3 of this Code in relation to the entire carriage should not thousand billing units per passenger.

148.5. The carrier and the passenger may agree to impose liability on the carr deductible of not more than 300 units of account in case of damage to the vehicle and not 135 units of account per passenger in case of loss or damage to other luggage. In this specified amounts are deducted from the amount of damage caused to the passenger as a r loss or damage of the car or other luggage.

148.6. Interests and court costs calculated on the amount of compensation for dama included in the limits of liability provided for in Articles 148.1-148.5 of this Code.

Article 149. Application of liability limit

149.1. When a claim for compensation for damage caused in accordance with established in this chapter is made against an employee or agent of the carrier or the actual c

employee or agent, if he can prove that he acted within the limits of his duties (authorities) and the actual carrier can use the rules on limitation.

149.2. The limits of liability provided for in Articles 148.1-148.5 of this Code are the sum of the sums to be paid for all claims arising from the death of a passenger or damage to a passenger, or the loss or damage of his luggage.

149.3. In relation to the transportation of a passenger by the actual carrier, the sums to be paid by the carrier, the actual carrier, as well as their employees or agents act within the limits of their duties (authorities) may not exceed the upper limit of the amount that the actual carrier must pay in accordance with the rules established in this chapter. . In this case, the specified persons shall be excessively responsible for the responsibility applied to him.

Article 150. Loss of the right to limitation of liability

The carrier, the actual carrier, their employee or agent, if it is proven that the damage to a passenger was inflicted due to their actions or inaction as a result of intentional or carelessness, they lose the right to limitation of liability provided for in Articles 148.1-148.5 of this Code.

Article 151. Notification in case of lost or damaged luggage

151.1. In the following cases, the passenger must give written notice to the carrier or its agent:

151.1.1. when the damage to the cabin baggage is obvious — before or at the moment the passenger disembarks;

151.1.2. when damage to other luggage is obvious — before or at the time of delivery;

151.1.3. if the loss or damage of the baggage is not obvious - within 15 days from the day the passenger disembarked or from the day the baggage was handed over, or from the day the baggage should be handed over.

151.2. A written notification is not required when the condition of the baggage is examined and checked with the carrier at the time of receipt.

151.3. If the passenger does not fulfill the requirement provided for in Article 151.1 of this Code, it is considered that the passenger received his luggage undamaged, unless the contrary is proved.

Chapter X

Contract for chartering a ship for a certain period (time charter)

Article 152. Definition of a contract for chartering a ship for a certain period (time charter)

According to the contract of chartering a ship for a certain period (time charter), the charterer undertakes to use the ship and the services of the crew members for a certain period of time for the purposes of commercial shipping to the charterer in exchange for a stipulated fee (freight). The charter must be concluded in writing.

Article 153. Application of the rules established in this chapter

The rules established in this chapter shall be applied unless otherwise agreed by the parties.

Article 154. Content of the time charter

The name of the parties in the time charter, the name of the vessel, its technical and commercial characteristics (cargo capacity, capacity, speed, etc.), sailing area, the purpose of chartering and date of delivery and return of the vessel, the amount of freight and the method of payment, and the validity of the time charter term should be specified.

Article 155. Ship charter contract for a certain period (subtime charter)

155.1. Unless otherwise specified in the time charter, the charterer may, within the limits of the rights granted to him by the time charter, enter into an agreement with third parties on the use of the vessel for the entire time charter period or part of that period (subtime charter). The conclusion of the sub-time charter does not release the charterer from the performance of the time charter concluded with the ship owner.

155.2. The rules set forth in this chapter apply to subtime-charter.

Article 156. Making the ship seaworthy

156.1. Before handing over the ship to the charterer, the shipowner must make it seaworthy. He is obliged to ensure that the ship (hull, engine and equipment) is made fit for the purpose of the time charter, manned and properly equipped.

156.2. The shipowner is not liable if he can prove that the ship's unseaworthiness was caused by undetectable defects (apparent defects) when the ship was properly cared for.

156.3. The ship owner is obliged to keep the ship in a seaworthy condition during the charter period, to pay for the insurance of the ship and its own liability, as well as the costs of maintaining the crew members.

Article 157. Responsibilities of the charterer regarding the commercial operation of the ship and its return

157.1. The charterer is obliged to use the ship and the services of the ship's crew members in accordance with the purposes and conditions specified in the time charter.

157.2. The income obtained as a result of the use of the services of the chartered ship and its crew members is the property of the charterer, except for the income obtained from salvage and other operations between the ship owner and the charterer in accordance with Article 162 of this Code.

157.3. When the time-charter expires, the charterer must return the vessel to the owner in the condition it was received, subject to normal wear and tear.

157.4. If the vessel is not returned on time, the charterer shall pay the freight provided in the time charter for the delay of the vessel or, if it is higher than the time charter, the freight at the market rate.

Article 158. Liability of the freight forwarder to the cargo owner

When the ship is given to the charterer for cargo transportation, he has the right to conclude a cargo transportation contract, sign a charter, issue bills of lading, sea bills and other documents on his own behalf. In this case, the freight forwarder is responsible to the cargo owner in accordance with the rules defined in Articles 130-137 of this Code.

Article 159. Subordination of crew members

159.1. The ship's captain and other members of the ship's crew are subject to the management of the ship, internal rules of the ship and orders issued by the shipowner regarding the members of the ship's crew.

159.2. The charterer's orders relating to the commercial operation of the ship are binding on the ship's master and other members of the ship's crew.

Article 160. Exemption of the charterer from liability for damage caused as a result of damage or destruction of the ship

The charterer shall not be liable for damage caused by salvage, damage or destruction of the chartered vessel, unless the fault of the charterer has been proven.

Article 161. Payment of freight

161.1. The freight forwarder pays the freight to the shipowner in the manner stipulated in the time charter. The charterer shall be exempted from paying the freight related to the ship during the period of non-operation of the ship as a result of unseaworthiness.

161.2. If the ship has become unfit for operation as a result of the charterer's fault, the charterer has the right to receive the freight provided for in the time charter, regardless of the compensation for the damage caused by the charterer.

161.3. If the charterer delays the payment of the freight for more than fourteen calendar days, the shipowner has the right to reclaim the ship from the charterer without warning and without compensation for the damage caused by such delay from the charterer.

161.4. In case of shipwreck, the freight shall be paid from the day stipulated in the time charter until the day of the shipwreck, and if it is not possible to determine the day of the shipwreck, from the day when the last news about the ship is received.

Article 162. Reward for rendering rescue services

The reward to the ship for salvage services provided before the expiration of the time charter is divided equally between the shipowner and the charterer, minus the expenses incurred in connection with the rescue and the share of the reward to the ship's crew.

Chapter XI

bareboat charter

Article 163. Definition of bareboat charter contract

According to bareboat charter, the shipowner undertakes to provide the ship without equipment for the use and ownership of the charterer for the purposes of shipping for a certain period of time in exchange for a stipulated fee (freight). Bareboat charter concluded in writing.

Article 164. Application of the rules established in this chapter

The rules established in this chapter shall be applied unless otherwise agreed by the parties.

Article 165. Content of Bareboat charter

The name of the parties in the bareboat charter, the name of the ship, the flag, the division of the ship, its technical and operational characteristics (cargo capacity, capacity, speed, etc.), the amount of cargo used, the sailing region, the purpose of chartering, the place and date of delivery and return of the ship, the amount of freight and the method of payment, the period of validity of the bareboat charter must be indicated.

Article 166. Second-hand chartering contract of a bareboat (subbareboat charter)

166.1. Unless otherwise stipulated in the bareboat charter, the charterer may, within the rights granted to him by the bareboat charter, enter into an agreement with third parties for the chartering of the ship without a crew for the entire period of the bareboat charter or part of the period (subbareboat charter). The conclusion of a bareboat charter does not release the charterer from the performance of the bareboat charter he concluded with the shipowner.

166.2. Subbareboat charter is subject to the rules set out in this chapter.

Article 167. Making the ship seaworthy

167.1. Before handing over the ship to the charterer, the shipowner must make the ship seaworthy, that is, he is obliged to ensure and properly equip the ship (hull, engine and equipment) for the purposes of the bareboat charter.

167.2. The charterer must keep the ship in seaworthy condition during the period of the charter, but it is the responsibility of the shipowner to repair the ship's apparently invisible defects.

Article 168. Ship crew

The ship's crew is completed by the charterer. Irrespective of the method of manning, the members of the ship's crew are subject to the charterer in all cases.

Article 169. Duties of the charterer regarding the operation of the ship and its return

169.1. The charterer operates the vessel in accordance with the terms of the bareboat charter and pays all expenses related to the operation, including the maintenance of the crew members.

169.2. At the expiration of the bareboat charter, the charterer must return the vessel to the same condition as when he received it, subject to normal wear and tear.

Article 170. Responsibility of the freight forwarder to third parties

He is responsible for all their claims against third parties, except claims for compensation damage caused by freight, oil pollution from ships and transportation of dangerous and other substances by sea.

Article 171. Damage caused as a result of salvage, damage or destruction of the ship

The freight forwarder is liable for damage caused by salvage, damage or destruction of the ship, unless he proves that he was not at fault for causing the damage.

Article 172. Payment of freight to the ship owner

172.1. The freight forwarder pays the freight to the shipowner in the manner as stipulated in the bareboat charter. During the period of non-operation of the ship as a result of unseaworthiness, if the unfitness of the ship did not occur due to the fault of the charterer, the charterer shall be exempted from paying the freight and expenses related to the ship.

172.2. If the charterer delays the payment of the freight for more than 14 calendar days, the shipowner has the right, without warning, to repossess the ship and demand compensation from the charterer for the damage caused by such delay.

172.3. In case of shipwreck, the freight shall be paid from the day specified in the charter to the day of the shipwreck, and if it is not possible to determine the day of the shipwreck, until the day of the last news about the ship.

Article 173. Bareboat charter under the condition that the ship becomes the property of the charterer

173.1. When the validity period of the bareboat charter, concluded with the condition that the ship becomes the property of the charterer, expires, if the charterer has fulfilled the duties in the bareboat charter, the ship becomes the property of the charterer.

173.2. In accordance with Article 173.1 of this Code, if the payment of the freight is delayed for more than fourteen calendar days on a bareboat charter concluded with the condition that the ship becomes the property of the charterer, if the delay is caused by circumstances beyond the control of the charterer, the shipowner may not take the ship back, but the shipowner may recover from the charterer the damage caused by the delay. The charterer has the right to receive damages.

Chapter XII

Backup contract

Article 174. Definition of towing contract

According to the towing contract, the owner of a ship agrees to tow another ship or object to a certain distance for a fee (sea towing), or to tow a ship or other floating maneuvering in the port area, including entering or leaving the port (port towing) and assume responsibility for.

Article 175. Application of the rules established in this chapter

The rules established in this chapter shall be applied unless otherwise agreed by the parties.

Article 176. Form of towing agreement

176.1. The sea towing contract is concluded in written form.

176.2. The port towing contract can also be concluded verbally. The agreement on the assignment of the responsibility of towing to the captain of the towing vessel must be in written form.

Article 177. Duties of the parties to the towing agreement

177.1. Each party to the towing agreement must make its vessel or other floating object available for towing in advance.

177.2. Towing shall be carried out as skilfully as circumstances require, without interruption and without delay, except when absolutely necessary, in accordance with maritime practice.

177.3. A ship or other floating object under the control of the master of another vessel or other floating object must also take care of the safety of the towed vessel or other floating object.

Article 178. Liability in sea towing

178.1. Sea towing is carried out by the captain of the towing vessel.

178.2. If the owner of the towing vessel fails to prove that he is not at fault for causing damage, he shall be liable for the damage caused to the towed vessel or other floating object, persons or property on that vessel or object during sea towing.

178.3. The parties to the marine towing contract may assign the management of the towing to the master of the towed vessel or other floating object by written agreement. In such case, during sea towing, the owner of the towed ship or other floating object bears the responsibility for damage caused to the ship or the people or property of the ship, if he cannot prove that he is not at fault for causing the damage.

Article 179. Liability in port towing

179.1. Port towing is carried out under the control of the captain of the towed vessel or other floating object.

179.2. If the owner of the towed vessel fails to prove that he was not at fault for damage, he is liable for the damage caused to the towing vessel or to persons or property during port towing.

179.3. The parties to the port towage contract may assign the management of the port to the master of the towing vessel or other floating object by written agreement. In such a case, the master of the towing vessel bears the responsibility for the damage caused to the towed vessel or to people or property during port towing, if he cannot prove that he was not at fault in causing the damage.

Article 180. Liability for towing in icy conditions

The owner of the towing vessel shall not be liable for the damage caused to the towed vessel or other floating object, or to people or property in the towing carried out in icy conditions, if it is proven that he was at fault for causing the damage.

Chapter XIII

Ship Agent ^[55]

Article 181. Ship agent ^[56]

A ship agent protects the interests of the ship owner, charterer or the person operating the ship on legal grounds in connection with the ship's arrival at the port, being in the port and leaving the port, representing them in the state bodies and port administration, performing other formalities, the ship agent is the charterer or is any legal or natural person who fulfills the minimum requirements established by the International Conference on Trade and Development for a ship agent, which executes financial tasks and other actions on behalf of the person who operates the ship on other legal grounds.

Article 182. Ship agent in ports

182.1. *The order of operation of the ship agent in the ports, his rights and duties are determined by the "Regulation on the Ship Agent" approved by the relevant executive authority.*

182.2. *In order to provide services by a ship agent in ports, it is required to obtain a certificate from the relevant executive authority. The form of the certificate, the period of validity, the procedure for issuing and canceling it are determined by the relevant executive authority. The state fee stipulated in the Republic of Azerbaijan "On State Fee" is paid for obtaining the certificate.*

182.3. *In ports, the ship agent must meet the minimum requirements set by the UN Conference on Trade and Development.*

182.4. *The relationship between the ship agent and the ship owner, charterer or other legal operator of the ship is governed by the contract.*

Article 183. Limitation of general powers of the maritime agent ^[57]

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~~When the shipowner restricts the maritime agent's general authority to enter into contracts on behalf of the shipowner and the third party is not aware of such restriction, the contract con-~~

the maritime agent with a third party acting in good faith is valid and creates rights and obligations for the shipowner.

Article 184. Actions of the maritime agent on the interests of different parties

The maritime agent may, with the consent of the shipowner, take legal and other actions to the benefit of the other party who authorized him.

Article 185. Rights and duties of a maritime agent

185.1. The maritime agent performs various formalities related to the ship's arrival, departure from the port and departure from the port, assists the ship's captain in establishing relations with port authorities, equipping the ship in the port and organizing the provision of services, formalizes cargo documents, calculates freight amounts and by sea collects other sums due to the owner due to the demands arising from the cargo transportation contract, pays the sums due to the ship being in the port at the order of the ship owner and the ship captain, collects the freight, sends the cargo, attracts cargo for transportation and other actions in the field of maritime transport.

185.2 Maritime agent:

185.2.1. to carry out its activities in good faith in accordance with the interests of the shipowner and in accordance with the experience of the maritime agency;

185.2.2. to act within the limits of their powers;

185.2.3. is obliged to keep records of the expenditure of funds and submit reports to the shipowner in the manner and period stipulated in the maritime agency agreement.

Article 186. Responsibilities of the ship owner

186.1. The ship owner is obliged to provide the maritime agent with funds sufficient for the implementation of the actions corresponding to the maritime agency agreement, to compensate for the expenses incurred and to pay fees in the manner and in the amount stipulated in the agreement.

186.2. The shipowner is responsible for the consequences of actions taken by the maritime agent within the scope of his authority and on behalf of the shipowner.

Article 187. Termination of maritime agency contract

187.1. When a maritime agency contract is concluded for a fixed period of time, the expiration of the contract shall cause it to be terminated.

187.2. If the maritime agency agreement is concluded for an indefinite period, each party has the right to terminate such agreement by notifying the other party three months prior to the termination of the agreement.

Chapter XIV

Maritime mediation agreement

Article 188. Definition of maritime mediation agreement

According to the maritime brokerage agreement, the intermediary (maritime broker) provides mediation services on behalf of and at the expense of the customer when concluding contracts for the purchase and sale of ships, contracts for sea cargo transportation, chartering and towing, marine insurance contracts.

Article 189. Application of the rules established in this chapter

The rules established in this chapter shall be applied unless otherwise agreed by the parties.

~~Article 190. Performance of actions of a maritime agent by a maritime broker~~ ^[58]

~~Based on the order of the customer, the sea broker performs various formalities related to the ship's arrival at the port, being in the port and leaving the port, as well as the actions performed by a sea agent in accordance with Article 185 of this Code. In such a case, the rules in articles 181-187 of this Code regarding the maritime agency contract shall be applied.~~

Article 191. Fee for the services of a sea broker

When the contracts specified in Article 188 of this Code are concluded through the mediation of a sea broker, he has the right to receive a fee for mediation services.

Article 192. Duty of the sea broker to report

After completing the client's order, the offshore broker must report the amounts received to the client.

Chapter XV

Marine insurance contract

Article 193. Definition of marine insurance contract

According to the marine insurance contract, in exchange for a stipulated fee (premium), the insurer compensates the insured or another person for whose benefit the contract was concluded (beneficiary) in the event of the occurrence of the events (insured events) provided for in the contract (insured events) for damage caused to the insured object within the amount determined by the contract (insurance amount). The insurer undertakes to pay (pay) under the marine insurance contract is concluded in written form.

Article 194. Application of the rules established in this chapter

The rules established in this chapter shall be applied unless otherwise agreed by the parties.

Article 195. Object of marine insurance

195.1. Any property interest related to commercial shipping can be the object of marine insurance: ship, ship under construction, cargo, freight, as well as passenger fares, fees for ship, expected profits from the cargo and other provided by the ship, cargo and freight. claims of the ship's captain and other members of the ship's crew and other amounts due to them, costs for repatriation, the risk assumed by the shipowner and the insurer (reinsurance).

195.2. The insurance object must be specified in the marine insurance contract.

Article 196. Information on insurance risk

196.1. When concluding a marine insurance contract, the insured must inform the insurer of circumstances that are known to him or should be known and are of significant importance in determining the degree of risk, as well as the information requested by the insurer.

196.2. The insured is exempted from informing the insurer of information that is known to everyone, as well as information that is known or should be known to the insurer.

196.3. If the insured does not inform the insurer of circumstances that are important in determining the degree of risk, or if he provides incorrect information, the insurer may refuse the marine insurance contract. In such a case, if the insured cannot prove that he is not at fault for not providing information or providing false information, the insurance fee (premium) goes to the insurer.

196.4. The insurer cannot refuse the contract if the circumstances that are important in determining the degree of risk and were not reported by the insured have been eliminated.

196.5. If the information is not provided by the insured upon the request of the insurer at the time of concluding the contract, the insurer cannot refuse the contract on the basis of the provision of such information later.

Article 197. Insurance certificate and conditions of insurance

The insurer provides the insured with a document confirming the conclusion of the marine insurance contract (insurance certificate, insurance certificate or other insurance document), the terms of the insurance.

Article 198. Insurance fee (premium)

The insured must pay the insurance premium to the insurer within the period specified in the marine insurance contract. The contract comes into force when the insurance premium is paid.

Article 199. Conclusion of marine insurance contract in favor of another person

199.1. The insured can conclude the marine insurance contract for his own benefit or for the benefit of another person (beneficiary). It is not mandatory to provide the name of this person.

199.2. When the marine insurance contract is concluded without specifying the name of the beneficiary, the insurer issues an insurance certificate or other insurance document in the name of the insurer or the submitter to the insured.

Article 200. Responsibilities of the insured and the beneficiary

When the marine insurance contract is concluded in favor of the beneficiary, the insured bears all the obligations under the contract. If the marine insurance contract was concluded in favor of the beneficiary with the instructions of the beneficiary or without his instructions, but with the condition that he will give his consent to the insurance later, the beneficiary also bears all the obligations under the contract.

Article 201. Rights of the insured under the contract concluded in favor of the beneficiary

When the contract is concluded in favor of the beneficiary, the insured enjoys all the rights under the contract without the power of attorney of the beneficiary.

Article 202. Submission of insurance certificate when insurance payment is given

When the insurer issues the insurance payment, it may request the presentation of the insurance certificate or other insurance document issued by it.

Article 203. Consequences of alienation of insured cargo

203.1. When the insured cargo is alienated, the marine insurance contract remains in force and all the rights and obligations of the insured are transferred to the acquirer of the cargo.

203.2. If the insurance fee is not paid before the cargo is alienated, both the insured and the acquirer bear the obligation to pay it. The requirement to pay the insurance fee does not apply to a person who holds an insurance certificate or other insurance document without an instruction not to pay the insurance fee.

Article 204. Consequences of alienation of the insured ship

204.1. If the insured ship is expropriated, the marine insurance contract is terminated at the moment the ship is expropriated. If the ship is alienated while it is on a voyage, at the request of the insured, the marine insurance contract remains valid until the end of the voyage, and all the rights and obligations of the insured are transferred to the acquirer of the ship.

204.2. The rules stipulated in Article 204.1 of this Code are applied when the insured is given to the use and ownership of the charterer on bareboat charter, as well as to the marine insurance contract on the liability of the ship owner.

Article 205. Insurance amount

205.1. When concluding the contract, the insured is obliged to declare the amount corresponding interest (insurance amount) insured.

205.2. When insuring a ship, cargo or other property, the insurance amount cannot exceed the real value (insurance value) at the time of signing the contract.

205.3. If the insurance amount in the contract is more than the insurance value of the property, the contract is invalid in relation to the excess amount.

205.4. If the insurance amount is declared lower than the insurance value of the property, the amount of the insurance payment is reduced proportionally to the ratio of the amount to the insurance value.

Article 206. Double insurance

206.1. As a result of the insured object being insured by several insurers, if the total insurance amounts exceeds its insurance value (double insurance), all insurers are liable for the amount of the insurance value. In such a case, each insurer is responsible in the amount proportional to the ratio of the insurance amount corresponding to the contract concluded by him to the total insurance amount for all concluded contracts.

206.2. If one liability of the shipowner is insured by several insurers (double insurance), each insurer is liable in the amount corresponding to its liability defined in the contract concluded.

Article 207. Occurrence or absence of damage before concluding the marine insurance contract

207.1. If the possibility of occurrence of the loss for which the compensation is payable has passed before the conclusion of the marine insurance contract, or if this loss has already occurred, the contract remains in force. If at the time of concluding the contract the insurer knows or should have known that the possibility of occurrence of the insured event is an exception, or the insured beneficiary knows or should have known about the damage that has already occurred, the contract is not binding for the party who is not aware of such circumstances.

207.2. Even if the performance of the marine insurance contract is not mandatory for the insured, the insurance premium reaches him.

Article 208. General insurance certificate

According to a special agreement (main insurance certificate), all cargoes or known cargoes sent or received by the insured during a certain period of time can be insured.

Article 209. Information about loads

209.1. As soon as the insured receives all the necessary information related to each shipment of the cargo covered by the general insurance certificate, in particular, the name of the ship on which the cargo is transported, the route on which the cargo is transported and the insurance value, the insured is obliged to inform the insurer immediately.

209.2. If the insured does not provide the insurer with the necessary information related to a separate shipment of cargo due to gross negligence or does not provide it on time, the insured is liable for the loss.

refuse to pay compensation for the loss in relation to such shipment of cargo. However, it reserves the right to all insurance premiums that would be due to it if the information is provided in a timely and complete manner.

209.3. If the insured intentionally does not provide the necessary information about the shipment of cargo or does not provide it on time, or does not indicate the type of cargo and the insurance amount correctly, the insurer has the right to refuse insurance under the general certificate. However, the insurer retains the right to the premium that the insured may receive if it performs the contract in good faith.

Article 210. Insurance certificates or insurance certificates of separate shipments of cargo

210.1. At the request of the insured, the insurer is obliged to issue certificates or insurance certificates for the separate shipment of goods covered by the general insurance certificate.

210.2. If the content of the insurance certificate or insurance certificate for separate shipment of cargo does not correspond to the main insurance certificate, priority is given to the main certificate or insurance certificate.

Article 211. Fault of the insured or beneficiary

The insurer is not responsible for the damage caused by the fault of the insured or beneficiary or their representatives (intentional or gross negligence).

Article 212. Release of liability of the insurer

212.1. When insuring the ship, the insurer is not responsible for compensation for the damage caused in the following cases, except for the cases specified in Article 211 of this Code:

212.1.1. if the unseaworthy condition does not result from defects that are not visible on the surface, the departure of the ship in an unseaworthy condition;

212.1.2. that the ship and its equipment are worn out by time or ordinary use;

212.1.3. loading substances and objects with the risk of explosion and self-ignition or with the knowledge of the insured or the beneficiary or their representatives, but without the knowledge of the insurer.

212.2. When insuring cargo or expected profit, the insurer shall not be liable for compensation for the damage if it can prove that the damage was caused as a result of the following circumstances, except for the cases specified in Article 211 of this Code:

212.2.1. fault (intentional or gross negligence) of the consignor or consignee or their representatives;

212.2.2. natural characteristics of the cargo (spoilage, reduction, rusting, moldiness, breakage, self-destruction, etc.);

212.2.3. failure to properly pack cargo.

212.3. When insuring freight, the rules defined in articles 212.1 and 212.2 of this Code apply accordingly.

212.4. Unless otherwise provided in the rules established in this Code, the insurer is not responsible for damage caused by nuclear explosion, radiation or radioactive contamination.

212.5. The insurer is not responsible for damage caused by military operations, piracy, riots, strikes, as well as confiscation, requisition, arrest or destruction of the ship or cargo by decision of the relevant authorities.

Article 213. Consequences of change of insurance risk

213.1. As soon as the insured or the beneficiary becomes aware of any serious changes in the insured object or in relation to the insured object (overloading, changing the route, overloading and unloading port, deviating from the stipulated or usual route, etc.), the insured or the beneficiary should report.

213.2. Any change that increases the risk, unless it is related to the rescue of persons or cargo, or the safe continuation of the voyage, gives the insurer the right to revise the terms of the marine insurance contract or to demand the payment of additional insurance premium.

213.3. If the insured or the beneficiary does not perform the duties specified in Article 213 of this Code, the insurer shall be released from the performance of the marine insurance contract from the moment of serious changes. If the insured or the beneficiary cannot prove that he is not performing the specified duty, the entire insurance premium remains with the insurer.

Article 214. Prevention or reduction of damage

214.1. In the event of an insured event, the insured is obliged to take all possible and reasonable measures in order to prevent or reduce the loss. He must inform the insurer about the occurrence of the insured event without delay and, if there are instructions from the insurer, he must follow the instructions.

214.2. If the insured or the beneficiary did not take measures to prevent or reduce the loss due to willfulness or gross negligence, the insurer is released from liability for the damage caused.

Article 215. Guarantee of payments for general accident

At the request of the insured or the beneficiary, the insurer must provide a guarantee for the payment of general accident payments provided by the insurance conditions in the amount of the insurance amount.

Article 216. Protection of the interests of the insurer when the general accident claim is drawn up

The insured must protect the interests of the insurer when the general accident claim is drawn up.

Article 217. Reimbursement of expenses incurred by the insured

217.1. The insurer is obliged to reimburse the necessary expenses incurred by the insured or the beneficiary for the following:

217.1.1. to measures taken by the insured or the beneficiary to prevent or reduce the loss which the insurer is liable — even if such measures fail;

217.1.2. to execute the instructions of the insurer in accordance with Article 214 of this Code;
217.1.3. clarifying and determining the amount of damage to be compensated by the insurer;
217.1.4. to draw up a general accident report.

217.2. The expenses stipulated in Article 217.1 of this Code are paid in proportion to the insurance amount to the insurance value.

Article 218. Liability of the insurer in excess of the insurance amount

218.1. The insurer is responsible for the loss only in the amount of the insured amount. The costs specified in Article 217.1 of this Code, as well as general accident payments, are paid by the insurer, even if they exceed the insurance amount together with the damages to be compensated.

218.2. The insurer is responsible for the damage caused as a result of several insurances occurring one after the other, even if the total amount of such damage is greater than the insurance amount.

Article 219. Unnoticed disappearance of the ship

219.1. In the case specified in Article 38.2 of this Code, if the ship is lost without notice, the insurer is responsible for the full amount of the insurance amount.

219.2. When a ship insured by a marine insurance contract for a certain period of time disappears without notice, if the last information about the ship was received before the expiration of the contract period, and if the insurer cannot prove that the ship was destroyed after the expiration of the contract period, the insurer is liable.

Article 220. Abandonment

220.1. When the property is insured against destruction, the insured or the beneficiary may make a statement (abandon) to the insurer stating that he has given up his rights to the insured property in the following cases and receive the full insurance amount:

220.1.1. when the ship goes missing without notice;

220.1.2. when the ship and (or) cargo is destroyed;

220.1.3. if restoration or repair of the insured ship is not economically feasible (total or partial structural destruction of the ship);

220.1.4. if it is not economically feasible to repair the ship's damage or deliver the cargo to the port of destination;

220.1.5. when the ship or cargo insured against the risk of capture is captured and the voyage continues for more than six months.

220.2. In the cases specified in Article 220.1 of this Code, the following rights are transferred to the insurer:

220.2.1. all rights to the insured property when the property is fully insured;

220.2.2. rights to the part of the insured property in proportion to the ratio of the amount to the insurance value when the property is insured at its incomplete value.

220.3. The notification of abandonment to the insurer must be given within six months from the end of the period specified in Articles 219 and 220.1 of this Code or the beginning of the voyage.

the expiration of six months, the insured or the beneficiary loses the abandoned right and compensation for the loss on a general basis.

220.4. Notice of abandonment must be unconditional and irrevocable by the insured or the beneficiary.

220.5. Agreements of the parties that contradict the rules defined in Articles 220.1-220.4 of this Code are irrelevant.

Article 221. Refund of insurance payment

If after receiving the insurance payment, it is clear that the ship is not destroyed, the insured or the beneficiary has the right to demand from the insurer to return the remaining part of the insurance payment after deducting the compensation for the actual damage caused to the insured or the beneficiary, provided that they keep the insured property.

Article 222. Transfer of rights of the insured or beneficiary to the insurer (subrogation)

222.1. The insured or the beneficiary has the right to claim against the person responsible for the damage to the extent of the amount paid to the insurer who paid the insurance payment. Subrogation of the insured or the beneficiary to the insurer is exercised by following the rules established for the person who received the insurance payment.

222.2. If the insured or the beneficiary waives his right to claim against the person responsible for the damage caused, or if such right cannot be exercised due to the fault of the insured or the beneficiary, the insurer is exempted from paying the insurance payment in full or in the agreed part.

Chapter XVI

TOTAL ACCIDENT

Article 223. Definition of general accident and principles of its distribution

223.1. Damage caused as a result of the sacrifice of property and extraordinary expenses deliberately and reasonably made for the sake of general safety with the aim of saving the ship or the cargo involved in the general maritime enterprise - the ship, the cargo and the cargo carried on board - is considered a general accident.

223.2. Only damage that is a direct result of the actions specified in Article 223.1 of this Code is considered a general accident.

223.3. The general accident is distributed between the ship, freight and cargo at the place of the completion of the general maritime enterprise - sea voyage, according to the rules determined in accordance with the rules established in Article 241 of this Code.

223.4. If they are engaged in a commercial activity rather than a salvage operation, or a vessel towing or pushing another vessel or vessels is still treated as a general accident.

223.5. The rules set out in this chapter apply even if measures are taken to protect the ship or its cargo, if any, from general danger.

223.6. A ship is not exposed to a common danger with the other ship(s) when it is normal separation from the other ship(s).

Article 224. Application of the rules established in this chapter

224.1. Unless otherwise stipulated by the agreement of the parties, the rules set forth in this chapter shall apply, except for the rules set forth in Articles 223.1 and 242-245 of this Code.

224.2. In the cases stipulated by the agreement of the parties, as well as when the rules are applied to determine the type of accident and the amount of damage caused by general average, if its distribution is incomplete, the international rules on general average and other international customs of merchant shipping shall be applied.

224.3. The right to compensation for damages in the manner of apportionment in a general average accident is reserved even if the danger causing extraordinary expenses or loss of property is the fault of one party to the contract of carriage by sea or a third party. Such distribution shall not deprive the participants of the general average of the right to deduct the damage caused by the responsible person.

Article 225. General average caused by the ship entering the place of refuge

225.1. Expenses related to the entry of the ship into a port or other place of refuge, or the port of loading or other place for the sake of general safety and due to necessity as a result of an accident or other emergency, are also considered general average.

225.2. If the expenses related to the entry of the ship into the place of shelter or the place of loading are considered general average, the expenses related to the departure of the ship from the port with the original cargo or a part of it are also included in the general average.

225.3. As a result of the ship entering the place of refuge or returning to the place of loading, expenses incurred for the wages and provisions of the crew members, fuel and supplies related to the extension of the trip are considered general average in the cases specified in Article 225 of this Code.

225.4. Due to the impossibility of carrying out repair work at the place of refuge in accordance with the rules defined in Articles 225.1-225.3 of this Code, the costs related to the transfer of the ship from the place of refuge to another port or other place, including the temporary repair of the ship, towing and the extension of the trip applied to expenses.

Article 226. Expenses incurred in connection with changing the places of the cargo, unloading or reloading the ship

226.1. In order to obtain an opportunity to eliminate damage to the ship caused by an accident or other emergency, if the elimination is necessary for the safe continuation of the voyage, the repositioning of cargo, fuel or articles of supply at the place where the cargo is struck, when the ship enters or in the place of shelter, from the ship costs incurred in connection with unloading, repositioning or reloading are considered general average.

226.2. Expenses incurred for repositioning or unloading cargo, fuel or supplies on board are not considered general average in the following cases:

226.2.1. if expenses are incurred for the purpose of relocation of cargo, fuel or supply the voyage only and such relocation is not carried out in the interest of general safety;

226.2.2. when the damage is rectified when it is necessary to repair the ship due to damage discovered at the place of loading of the ship and not related to any accident or other emergency occurred during the voyage.

226.3. In the cases specified in Articles 226.1-226.2 of this Code, the costs incurred for repair or re-placement of unloaded or displaced cargo, fuel or supply items are considered general average together with the costs incurred for their insurance and storage.

Article 227. Temporary repair of the ship

For the sake of general safety, or for the elimination of damage caused as a result of the loss of property in a general accident, the expenses incurred for the temporary repair of the ship at the place where the cargo is struck, at the place of entry of the ship or at the place of refuge are attributable to the general accident. Expenses incurred for the temporary removal of incidental injuries to complete the trip are reimbursed only to the extent of the expenses avoided (but not attributable to the general accident).

Article 228. Expenses related to the delay of the ship for the sake of general safety

228.1. Wages of the crew in connection with the delay of the vessel in any port or bay as a consequence of accident, sacrifice of property, or in the interest of general safety, or other emergency to remedy damage to the vessel, if such remedy is necessary for the safe continuation of the voyage and insurance costs are considered a general accident. Fuel, supplies and port charges during such delay shall be reimbursed in the manner of apportionment of general average with the exception of expenses incurred for the elimination of damages not attributable to general average.

228.2. The rules defined in Article 228.1 of this Code do not apply to the expenses incurred as a result of the delay of the ship due to the elimination of damages not related to accident or emergency situations during the trip. Such expenses are not considered general average expenses if they are necessary for the safe continuation of the voyage.

Article 229. Consequences of the ship being considered unfit for the voyage or refusing to continue the voyage

When the ship is considered unfit for the voyage or the ship refuses to continue the voyage, the costs incurred for storage, insurance, wages and provisions of the ship's crew, fuel, supplies and port fees specified in Articles 226.3 and 228.1 of this Code, to the general accident, only until the ship is considered unfit for the voyage or until the ship refuses to continue the voyage, or until the unloading of the cargo is completed, if the unloading of the cargo is not completed as of that date, the costs incurred are attributed.

Article 230. Rescue costs and general accident as a result of rescue measures

230.1. When rescue is carried out for the purposes specified in Article 223.1 of this Code, regardless of whether such rescue is carried out on the basis of a contract or by any other means, the costs incurred by the parties involved in the general maritime event for rescue are considered a general accident.

230.2. The costs specified in Article 230.1 of this Code also include the rescue premium determined taking into account the skills and efforts of the rescuers in preventing or reducing damage to the environment. However, the special compensation paid by the shipowner to the rescuers is not considered a general accident.

230.3. When the signs specified in Article 223 of this Code are present, the following are considered to be a general accident in particular:

230.3.1. damage caused to the ship or cargo as a result of throwing the cargo overboard or sacrificing property for the sake of general safety, especially as a result of the water filling from the hatches opened for the throwing of the cargo;

230.3.2. damage caused to a ship as a result of extinguishing a fire on a ship, including damage caused by throwing a burning ship ashore or sinking it into water for this purpose;

230.3.3. damage to the ship or cargo as a result of the ship's intentional grounding;

230.3.4. damage caused as a result of damage to the ship's engines, other machinery or mechanisms when the ship is decommissioned;

230.3.5. extraordinary expenses incurred in loading the ship's cargo, fuel or supplies on the ship to the lighters and then re-loading the ship in order to lighten the grounded ship, as well as damage caused as a result.

Article 231. Expenses incurred as a result of measures taken to prevent or reduce damage to the environment

231.0. Expenses incurred as a result of measures taken to prevent or reduce damage to the environment are considered a general accident in the following cases:

231.0.1. when operations are performed as part of an operation undertaken in the interest of common safety, if such actions are performed outside the common maritime enterprise, entitling the parties to a special award;

231.0.2. when the ship enters or leaves the port or place of refuge in the cases provided for in Article 225 of this Code;

231.0.3. in cases provided for in Article 225 of this Code, when the ship is delayed in seeking shelter. Costs incurred for additional measures taken to prevent or reduce damage due to discharge or discharge of sea polluting substances from the ship are not considered general average.

231.0.4. in connection with the unloading, stowage or re-shipment of the cargo, if the expenses incurred for the said operations are considered general average.

Article 232. Damage caused by damage or destruction of cargo, fuel and supplies

If the mentioned operations are related to a general accident, the damage relating to the displacement, unloading, loading and placement of cargo, fuel and supply items on the ship, as well as their damage or destruction as a result of their storage, is considered a general accident.

Article 233. Loss of cargo

Loss of freight as a result of loss of cargo shall be considered general loss if payment for cargo is made in the manner of distribution of general loss. In this case, expenses incurred by cargo owner for the purpose of receiving the freight, but not incurred as a result of the sacrifice of property, are deducted from the freight.

Article 234. Reimbursed expenses

Any additional expenses incurred instead of expenses that would be attributed to a general accident are considered general accident (reimbursed expenses). Reimbursed expenses are to the extent of the avoided expenses, regardless of the savings achieved by any party to the accident as a result of such expenses.

Article 235. Damage not considered a general accident (special accident)

235.1. Damage that is not affected by the symptoms specified in Article 223.1 of this Code, as well as damage specified in Article 235.2 of this Code, is considered a special accident. Such damage shall not be apportioned between the ship, cargo and freight and shall be borne by the victim or the person responsible for causing it.

235.2. The following are not considered general accidents even if the signs specified in Article 223.1 of this Code are present:

235.2.1. the value of the cargo carried and discarded from the ship in violation of the customs of merchant shipping;

235.2.2. damage caused by the effect of smoke or heat during fire extinguishing;

235.2.3. damage caused by subsequent cutting of fragments or parts of the ship actually detached as a result of peril of the sea;

235.2.4. damage caused as a result of strengthening the work of the engine or other machinery and boilers of the ship in the water;

235.2.5. any damage or loss caused to the ship or cargo as a result of the extension of time (damage due to lay-off, change in prices, etc.).

Article 236. Damage caused by damage to the ship, its machinery or equipment

236.1. Damage to the vessel, its machinery or equipment as a result of general average is determined based on the cost of repair, rectification or replacement of the damaged or lost property.

236.2. If the ship has not been repaired, the damage caused by the damage to the vessel is determined by the amount by which the value of the ship decreases after the damage and exceeds the repair value of the ship according to the estimate.

Article 237. Discounts for "new instead of old".

237.1. When old materials or parts are replaced with new ones during the repair of a vessel older than fifteen years, the repair cost attributable to a general accident in accordance with Article 235.1 shall be reduced by the amount of the discount.

236 of this Code is one third of the repair cost, except for the cases specified in Articles 237 of this Code. is reduced to

237.2. Discounts for "new instead of old" are not applied to the costs of temporary repairs, which is considered a general accident in accordance with Article 236 of this Code, as well as the costs of food, supplies, anchor and anchor chains.

237.3. Drydocking, stacking and moving the ship due to the need to repair the ship are attributed in full to the general average.

237.4. Hull cleaning, priming and painting costs are 50 percent general average if the hull cleaning, priming and painting was done within the last 12 months prior to the occurrence of the general average.

Article 238. Damage caused by ship destruction

If the ship is totally destroyed or, even if it is not totally destroyed, the cost of repairs exceeds the value of the ship after repair (complete structural destruction of the ship), the general average loss shall be equal to the estimate of the undamaged value of the ship and the expenses incurred for the elimination of damages not attributable to general average. It is determined by deducting the net amount obtained from the sale of the property remaining on the ship.

Article 239. Damage caused by cargo damage or destruction

239.1. The damage caused as a result of damage or destruction of the cargo attributable to a general accident is determined according to the value determined based on the account presented by the consignee at the time of unloading of the cargo, and in the absence of such an account, the value of the cargo at the time of loading. The value of the cargo at the moment of loading includes the costs of insurance and freight (if the freight is at the risk of the owner of the cargo).

239.2. In case of selling the damaged cargo, the compensation to be paid is determined as the difference between the value of the cargo in an undamaged state and the net amount obtained from the sale, determined in accordance with Article 239.1 of this Code.

239.3. Damage caused as a result of damage or destruction of cargo loaded on the ship under a false name without the knowledge of the ship owner or his *ship's agent*, as well as cargo damage or destruction under a false name, is not considered a general casualty. When such cargoes are salvaged, the owners are obliged to participate in general accident payments on a general basis. Owners whose value is declared lower than their true value at the time of delivery for transport shall participate in general accident payments in accordance with the true value of the cargo, but the compensation for damages only in accordance with the declared value of the cargo. [\[59\]](#)

Article 240. Interests on top of the damages paid in the order of distribution of the general average

7 percent per annum is added on top of expenses and other amounts reimbursed in the order of distribution of general average three months after drawing up the dispatch.

Article 241. Contribution value of property

241.1. The total value of the property (vessel, cargo and freight), according to which are made to cover the damage paid in the general accident distribution procedure (contribution of the property), is determined based on the actual net value of this property after the completed its voyage. To this value, if such an amount is not included, the amount paid for sacrificed property in the order of distribution of the general accident is added.

241.2. When determining the contribution value of the property, all additional expenses on this property in the event of a general accident are deducted, with the exception of expenses which are considered a general accident or related to the ship according to the decision on granting compensation in accordance with Article 271 of this Code.

241.3. The contribution value of the cargo is determined based on the value specified on the invoice presented to the consignee at the time of unloading of the cargo, and in the absence of an invoice - based on the value of the cargo at the time of shipment. The value of the cargo is determined net of insurance and freight costs, unless the freight is at the risk of the owner of the cargo. The amount of damages incurred due to damage or destruction of the cargo before or during unloading is deducted from the value of the cargo.

241.4. The contribution value of the cargo sold near the destination is determined by the amount paid in the order of general accident distribution to the net amount obtained from the sale of the cargo.

241.5. The contribution value of the vessel is determined regardless of whether the vessel is chartered on bareboat charter or time charter at the time of general average.

241.6. When determining the contribution value of the property, the expenses incurred for the purpose of receiving the freight and fare, including the expenses incurred for the wages of crew members, are deducted from the freight and passenger fares at the risk of the ship owner. Those expenses which, if the ship and cargo were destroyed under circumstances giving rise to general average, would not have had to be incurred and would not be attributable to general average are not deducted.

241.7. When determining the contribution value of the property and the payments to be made for damage paid in the general accident distribution procedure, passengers' baggage not transferred to the basis of the bill of lading, including accompanying cars and other personal belongings, are not taken into account.

Article 242. Dispatch and dispatchers

Settlements (dispatch) on the existence of a general accident and its distribution procedure and notification of interested parties are determined by persons with knowledge and experience in the field of maritime law (dispatchers).

Article 243. Materials and evidence necessary for drawing up a dispatch

243.1. The party requesting general accident apportionment must prove that the claim is actually recognized as general accident.

243.2. The person whose interests may be affected by the drawing up of the dispatch is notified by the dispatcher in writing of the losses and expenses for which he claims compensation within three months after the end of the general maritime measure. In the absence of such notification, the claim is not taken into account.

dispatcher may prepare the dispatch based on the information contained therein. In this dispatch can be challenged only on the basis of its manifest inaccuracy.

243.3. If questions that require special knowledge arise while preparing the dispatch, the dispatcher can entrust the preparation of the relevant opinion to the appointed expert. The expert evaluates such feedback along with other evidence.

243.4. The materials on which the dispatch is based must be open for inspection. The dispatcher must provide certified copies of these materials upon request and at the expense of interested persons.

Article 244. Collection of funds for the preparation of dispatch

The funds included in the dispatch are collected for the preparation of the dispatch. In the case of a general accident, funds are distributed among all interested parties in proportion to their shares.

Article 245. Making corrections in the dispatch and disputing the dispatch

245.1. After the registration of the dispatch in the dispatch register, the errors found in the calculations can be corrected by the dispatcher's own initiative or by drawing up an addendum to the dispatch based on the application of the persons who share the common accident among them. In addition, the addendum is considered as part of the dispatch.

245.2. Interested persons may dispute the dispatch in court within six months from the date of receiving the dispatch or its supplement, by sending a copy of the claim application to the court and notifying the dispatcher without fail.

245.3. The dispatcher has the right to participate in the court review of the dispute and to give explanations on the merits of the case, and if necessary, this is his duty.

Chapter XVII

Compensation for damage caused by collision of ships

Article 246. Application of the rules defined in this chapter

246.1. Compensation for damages caused to sea ships, as well as sea ships and other property on them, cargo or other property shall be paid in accordance with the rules established in this chapter. If a ship has caused damage to another ship or to person or other property on that ship by not maneuvering or not, or by not following the rules of the chapter, then the specified rules apply even if the ships do not collide.

246.2. The rules established by this Code apply to warships, auxiliary warships (border ships) owned by the Republic of Azerbaijan and used for non-commercial government purposes during the conflict.

Article 247. Circumstances excluding responsibility

247.1. If the collision of ships occurs by accident or as a result of force majeure, or if the collision cannot be determined, the damage shall be borne by the injured party.

247.2. The rule defined in Article 247.1 of this Code is applied even if the ships or ships is at anchor or tied in another way during the collision.

Article 248. Guilt in collision of ships

248.1. When a collision of ships occurs due to the fault of one of the ships, the damage by the party that is at fault for the collision.

248.2. When the collision of ships occurs as a result of the fault of two or more ships, the fault of each ship for the damage is determined according to the degree of its fault. If it is not possible to determine the degree of fault of each ship from the circumstances of the collision, the responsibility for the damage is shared equally between them.

248.3. The owners of the vessels at fault in the collision are jointly liable for third party damage caused as a result of the death of people or damage to their health. According to Article 248.1 of this Code, the ship owner who has paid more than the amount he has to pay has the right to recourse to other ship owners.

248.4. Even if the collision of ships occurs as a result of the fault of the sea guide, the liability defined in Articles 248.2 of this Code arises.

Article 249. Presumption of innocence

Neither of the colliding vessels is presumed to be at fault unless proven otherwise.

Chapter XVIII

Liability for damage caused by oil pollution from ships

Article 250. Justification of the ship owner's responsibility

250.1. The ship owner is responsible for any damage caused by the ship as a result of the collision from the moment the incident occurred, except for the cases provided for in Article 251 of this Code.

250.2. For the purposes of this chapter:

250.2.1. ship - any ship intended for the transportation of oil or used for the transportation of oil as cargo, which actually carries oil as cargo, as well as during any subsequent voyage or transportation, if it is not proved that there are no oil residues on the ship after such oil transportation;

250.2.2. the victim is a citizen, a legal entity, the state or any of its components;

250.2.3. ship owner — a person registered as the owner of a ship. When the ship is owned by the state and operated by an organization registered as a ship owner, the owner of the ship is the organization;

250.2.4. oil — any hydrocarbon mineral mixture, including, as cargo, crude oil, fuel oil, diesel fuel and lubricants, whether carried on board or in the ship's fuel tanks;

250.2.5. pollution damage - damage caused by the leakage or discharge of oil outside the ship, regardless of the location of such leakage or discharge, provided that compensation for environmental damage is provided for in Article 251 of this Code.

damage is limited to the costs incurred for reasonable remedial measures; as well as costs in countermeasures and damage caused as a result of such measures;

250.2.6. countermeasures are any reasonable measures taken by any person to reduce damage caused by pollution after the event;

250.2.7. event — is damage caused by pollution as a result, or any event that creates or an immediate threat of causing such damage, or a series of events of the same origin.

Article 251. Exemption of ship owner from liability

251.1. The shipowner is not liable for pollution damage if he can prove that:

251.1.1. damage caused by military operations, acts of hostility or civil unrest, or force majeure;

251.1.2. causing damage as a result of the actions or inaction of third parties with the intent of causing damage without pollution;

251.1.3. damage caused by the negligence or other illegal actions of the competent authority responsible for the maintenance of lights and other navigational aids while performing their function.

251.2. If the shipowner can prove that the pollution damage was caused in whole or in part by the willful or gross negligence of the victim, the shipowner can be fully or partially released from liability to such person.

Article 252. Joint liability of two or more ship owners

252.1. In case of damage caused by pollution as a result of an incident involving two or more ships, the owners of the ships directly connected with the incident shall be jointly liable for the damage caused by pollution that cannot be reasonably apportioned between them, unless they are exempted from liability under Article 251 of this Code.

252.2. The owners of the vessels involved in the incident have the right to limitation of liability applicable to each of them in accordance with Article 253.1 of this Code.

Article 253. The right to limit the liability of the ship owner and the loss of this right

253.1. The shipowner has the right to limit his liability in relation to an incident to an amount calculated as follows:

253.1.1. with 3,000,000 units of account for a ship with a capacity not exceeding 5,000 tons;

253.1.2. for a ship with a capacity of more than 5,000 tons, 420 units of account are added to the amount specified in Article 253.1.1 of this Code for each additional ton of capacity, provided that the total amount does not exceed 59.7 million units of account in any case.

253.2. If it is proven that the damage caused by pollution was caused by the shipowner's intentional or gross negligence as a result of his own action or inaction, the shipowner loses the right to limitation of liability provided for in Article 253.1 of this Code.

Article 254. Liability limitation fund

254.1. In order to limit his liability for damage caused by pollution in accordance with Article 253.1 of this Code, the ship owner must create a liability limitation fund in the court where compensation for damage caused by pollution is filed against him, or if such a claim is not filed in the court where it can be filed, in an amount equal to the limit of the ship owner's liability. Such fund may be established by depositing an amount into the custody of the court or by providing bank or other financial security.

254.2. The shipowner's reasonable and voluntary expenses incurred in preventing or reducing damage caused by pollution, and property lost, entitle him to the same rights as other creditors with respect to the limitation of liability fund.

254.3. The liability limitation fund created in accordance with Article 254.1 of this Code is subject to the rules for the distribution of the liability limitation fund defined in Article 254.4 of this Code.

254.4. If the shipowner has created a liability limitation fund after the incident and is subject to the limitation of liability:

254.4.1. no person claiming compensation for damage caused as a result of this event has the right to have such claim paid at the expense of other property of the ship owner;

254.4.2. the court shall make a decision on the release of the seized ship or other property belonging to the owner of the ship on the demand for compensation for the damage caused by pollution of this event, and also shall release any pledge or other guarantee given to prevent such seizure.

254.5. The rules defined in Article 254.4 of this Code are applied if the person demanding compensation for damage caused by pollution has the right to defense in the court that dispenses the liability limitation fund.

Article 255. Liability insurance or other financial security

255.1. The owner of a ship carrying more than 2,000 tons of oil as cargo, in accordance with the rules defined in this chapter, must insure his liability for damage caused by pollution in accordance with Article 253.1 of this Code to the limit of his liability for damage caused by pollution, or provide other financial security (loan, organizations' guarantee).

255.2. In accordance with Article 255.1 of this Code, any amount guaranteed by insurance or other financial security shall be used only for the payment of claims made on the basis of the rules established in this chapter.

Article 256. Certificate of civil liability insurance or other financial security for damage caused by oil pollution

256.1. A certificate of civil liability insurance or other financial security for damage caused by oil pollution, which confirms the existence of liability insurance or other financial security in accordance with the rules established in this chapter (hereinafter — the certificate), if the requirements stipulated in Article 255.1 of this Code are fulfilled, it is issued to each ship by the authority that registered it.

256.2. The certificate should contain the following information:

256.2.1. the name of the ship and the port (place) where it is registered;

256.2.2. name and main place of business of the ship owner;

256.2.3. type of financial guarantee of responsibility;

256.2.4. the name and main place of business of the person's liability insurer or other person who has provided financial security, and, if applicable, the place where the liability is insured or the financial security provided;

256.2.5. validity period of the certificate not exceeding the period of liability insurance provided for the person's financial security.

256.3. The certificate must be on board, and a copy must be handed over to the registry for safekeeping.

256.4. Conditions of certificates, issuing and checking rules are approved by the executive authority.

Article 257. Claim for compensation for damage caused by pollution

257.1. A claim for compensation for damage caused by pollution may be filed against the shipowner only in accordance with the rules established in this chapter.

257.2. Under the condition of observing the rule defined in Article 257.3 of this Code, a claim for compensation for damage caused by pollution cannot be filed against the following person or persons specified in the rules of this chapter:

257.2.1. to the employees of the ship owner, including ship crew members or *ship agent*

257.2.2. to the seaman or any other person who is not a member of the ship's crew and who is engaged in work on the ship;

257.2.3. to any charterer, including bareboat charterers and agents;

257.2.4. to any person carrying out salvage operations with the consent of the ship owner or in accordance with the instructions of the competent authorities;

257.2.5. to any person taking action to prevent harm;

257.2.6. to the employees of the persons specified in articles 257.2.3-257.2.5 of this Code, if the damage caused by pollution is not the result of intentional or gross negligence or inaction. [\[61\]](#)

257.3. The rules established in this chapter do not affect the right of recourse of the claimant against third parties.

257.4. A claim for compensation for damage caused by pollution may be brought directly against the insurer or other person who has provided financial security for the liability of the shipowner. In all cases, the defendant may request that the ship owner be brought in as a second defendant.

Chapter XIX

Liability for damage caused by the transportation of dangerous and harmful substances

Article 258. Application of the rules established in this chapter

258.1. The rules set forth in this chapter apply to claims for compensation for damage caused by the transportation of dangerous and harmful substances by sea, except for claims arising from a contract of cargo transportation by sea and the contract of passenger transportation by sea.

258.2. The rules established in this chapter do not apply to:

258.2.1. regardless of the payment of compensation, to damage caused by pollution as Article 250.2.5 of this Code;

258.2.2. to the damage caused by the radioactive substance belonging to the 7th class of the International Code on the transportation of dangerous goods by sea.

Article 259. Bases of responsibility of the ship owner

The owner of the ship, except for the cases stipulated in Article 260 of this Code, is responsible for the damage caused by the transportation of dangerous and harmful substances by sea at the moment of the incident.

Article 260. Exemption of ship owner from liability

260.1. The shipowner is not liable for damage caused by dangerous and harmful substances if he proves that:

260.1.1. damage caused by military operations, hostilities, civil unrest or force majeure;

260.1.2. causing damage as a result of the actions or inaction of third parties with the incident causing damage;

260.1.3. causing damage as a result of illegal actions of competent authorities responsible for keeping lights and other navigation aids in order when performing the specified function;

260.1.4. as a result of failure to provide information by the shipper or any other person about the dangerous and harmful nature of the substances loaded on the ship, causing full or partial loss of the cargo and causing the ship owner to be unable to receive insurance payment in accordance with Article 258 of this Code. If the shipowner, his employees or *the ship's agent* did not know that the substances on the ship were dangerous and harmful, and could not have known about it under the same circumstances, the shipowner can be exempted from responsibility for the damage caused. [\[1\]](#)

260.2. If the ship owner proves that the damage was caused in whole or in part as a result of the intentional or gross negligence of the victim, the ship owner can be fully or partially released from liability to such person.

Article 261. Joint liability of two or more ship owners

261.1. When damage is caused by an incident involving two or more ships, each carrying dangerous and harmful substances, the owner of each ship directly connected with the incident shall be liable for the damage, unless he is exempted from liability under Article 260 of this Code. Shipowners are jointly liable for damage that cannot be reasonably apportioned between the ships.

261.2. The owners of the vessels involved in the incident have the right to limit the liability. This right can be applied to each of them in accordance with Article 262.1 of this Code.

Article 262. The right to limit the liability of the ship owner and the loss of this right

262.1. The shipowner has the right to limit his liability in respect of an incident to the amount calculated as follows:

262.1.1. with 10,000,000 units of account for a ship with a capacity of no more than 2,000

262.1.2. for a ship with a capacity of more than 2,000 tons, provided that the total amount does not exceed 100 million units of account in any case, 1.5 thousand for each subsequent ton up to the amount specified in Article 262.1.1 of this Code for a ship with a capacity of 2,001 tons, capacity calculation units are added to the ship with more than 50000 tons.

262.2. If it is proven that the damage was caused by the ship owner's intentional negligence, as a result of his own actions or inaction, the ship owner loses the right to liability provided for in Article 262.1 of this Code.

Article 263. Liability limitation fund

263.1. In accordance with Article 262.1 of this Code, the ship owner must create a limitation fund in the court where the claim for compensation for the damage caused to him or if such a claim is not filed, in the court where it can be filed, in an amount equal to the total liability of the ship owner.

263.2. The rules defined in Article 254 of this Code are applied to the limitation of liability.

Article 264. Liability insurance or other financial security

264.1. The owner of the ship that actually carries dangerous and harmful substances, in order to cover his responsibility for the damage caused according to the rules established in this chapter, must insure his liability in the limit of his liability for the damage caused in accordance with Article 262.1 of this Code or provide other financial security (guarantee of credit institutions) must present.

264.2. In accordance with Article 264.1 of this Code, any amount guaranteed by insurance or other financial security must be used only for the payment of claims made on the basis of the rules established in this chapter.

Article 265. Certificate of liability insurance or other financial security for damage caused by dangerous and harmful substances

265.1. A certificate of liability insurance or other financial security for damage caused by dangerous and harmful substances, which confirms the existence of liability insurance or other financial security and is valid according to the rules established in this chapter (hereinafter referred to as a certificate), if provided for in Article 264.1 of this Code if the requirements are met, it is issued to the ship by the authority that registered it.

265.2. The certificate should contain the following information:

265.2.1. the name of the vessel, its call sign and port (place) of registration;

265.2.2. name and main place of business of the ship owner;

265.2.3. the identification number issued by the international maritime organization to the vessel;

265.2.4. the type of liability financial guarantee and its validity period;

265.2.5. the name and principal place of business of the person's liability insurance provider or provider of financial security and, where applicable, the place where the liability is insured or where financial security is provided.

265.2.6. validity period of the certificate not exceeding the period of liability insurance financial security.

265.3. The certificate must be on board, and a copy must be handed over to the registry safekeeping.

265.4. Conditions of certificates, issuing and checking rules are approved by the executive authority.

Article 266. Claim for compensation for damages

266.1. Claims for damages may be made to the owner of the ship only in accordance with the rules set forth in this chapter.

266.2. The rules defined in Article 257 of this Code shall be applied to the claim for damages.

Chapter XX

Salvage of ships and other property

Article 267. Application of the rules established in this chapter

267.1. The rules established in this chapter apply to all salvage operations, unless expressly or impliedly provided in the salvage contract. The parties do not have the right to deviate from the application of Article 268.2 of this Code with their agreements, as well as to deviate from the application of Article 269 of this Code to prevent or reduce environmental damage provided for in Article 269 of this Code.

267.2. For the purposes of this chapter:

267.2.1. rescue operation - any movement or any activity carried out for the purpose of assistance to any ship or other property in danger in any waters;

267.2.2. property means property not intentionally and permanently moored ashore or in risk;

267.2.3. environmental damage is a significant real damage caused to human health, marine life and fauna or resources in inland waters, coastal waters, or adjacent regions as a result of fire, explosion or other similar events.

267.3. The rules defined in this chapter, with the exception of the rule defined in Article 268.2 of this Code, also apply to the following:

267.3.1. Military ships, auxiliary military ships and other ships owned by the Republic of Azerbaijan, as well as those operated and used only for non-commercial government service during time of rescue operations;

267.3.2. to non-commercial loads owned by the state.

267.4. The rules established in this chapter do not apply to:

267.4.1. to stationary or floating platforms, or offshore mobile drilling rigs, if such platforms are involved in the exploration, development or production of mineral resources of the seabed where they are located;

267.4.2. to a marine property of cultural character of historical or archaeological importance located on the seabed.

Article 268. Salvage contracts

268.1. The master of the ship has the right to enter into salvage contracts for conducting operations on behalf of the ship owner. The master of the ship or the owner of the ship has to enter into such contracts on behalf of the owner of the property on the ship.

268.2. A salvage agreement or any term thereof may be voided or modified by:

268.2.1. when the contract is concluded under undue influence or threat and its terms are not fair;

268.2.2. when the remuneration provided for in the contract is excessively increased or in relation to the services actually rendered.

Article 269. Duties of the rescuer, ship owner and ship captain

269.1. In relation to the owner of the ship or other property in danger, the salvor is obliged to perform the following:

269.1.1. must carry out rescue operations with due care;

269.1.2. while performing the duties stipulated in Article 269.1.1 of this Code, must take measures to prevent or reduce damage to the environment;

269.1.3. shall refer to other rescuers for assistance when the circumstances reasonably require;

269.1.4. shall consent to the participation of other salvors when the request of the owner of the ship in danger, or the owner of other property in danger is reasonable, if this does not affect the amount of the award.

269.2. In relation to the rescuer, the captain and owner of the ship in danger or the owner of other property in danger shall be obliged to:

269.2.1. they must fully cooperate with him during rescue operations;

269.2.2. while performing the duty provided for in Article 269.2.1 of this Code, they must take due care to prevent or reduce damage to the environment;

269.2.3. if the salvor's request is reasonable, they must accept the ship or other property if it has been brought to a place of safety.

Article 270. Award

270.1. Salvage operations with a beneficial outcome entitle to a reward.

270.2. If there is no useful result of rescue operations, no reward is given, except for the amount provided for in Article 271 of this Code.

270.3. The award is determined by taking into account the following criteria (in any order):

270.3.1. salvage value of the ship and other property;

270.3.2. the salvor's skill and effort in preventing or mitigating environmental damage;

270.3.3. the success achieved by the rescuer;

270.3.4. the nature and extent of the threat;

270.3.5. skill and effort of the salvor in saving the ship, persons and other property;

270.3.6. the costs, time and damage incurred by the rescuer;

270.3.7. liability risk and other risks to which the rescuer or his equipment is exposed;

270.3.8. the frequency with which rescue services are provided;

270.3.9. availability and use of vessels or other equipment intended for rescue operations;

270.3.10. the state of readiness of the rescuer's equipment and the efficiency and condition of the equipment.

270.4. The premium determined in accordance with Article 270.3 of this Code shall be distributed among persons having an interest in the ship and other property in proportion to the salvage value of the ship and other property.

270.5. The award shall not exceed the salvage value of the vessel and other property, except for court costs and any interest payable in connection with the award.

Article 271. Special compensation

271.1. When the rescuer carries out rescue operations in relation to a ship or cargo threatened by the threat of damage to the environment, and in accordance with Articles 270.3-270.5 of this Code, if he is unable to earn a reward in the amount of special compensation determined in accordance with Article 271 of this Code, he shall receive from the owner of the ship the rescuer has the right to a special compensation equal to his expenses specified in Article 271.3 of this Code.

271.2. If the rescuer has prevented or reduced the damage to the environment as a result of a salvage operation, in the cases provided for in Article 271.1 of this Code, the amount of special compensation given by the ship owner to the rescuer according to Article 271.1 of this Code may be increased up to a maximum of 30 percent of the costs incurred by the rescuer. The amount of special compensation may be increased up to a maximum of 30 percent of the costs incurred by the rescuer. The increase in special compensation, taking into account the relevant criteria provided in Article 271.3 of this Code, but the total increase may not exceed 100 percent of the costs incurred by the rescuer.

271.3. For the purposes of Articles 271.1 and 271.2 of this Code, the expenses of the rescuer shall include the reasonable expenses actually incurred by the rescuer while performing the rescue operations, as well as the equipment actually and reasonably used in the rescue operation, taking into account the criteria specified in Articles 270.3.8-270.3.10 of this Code, and It is a fair salary for the staff.

271.4. General special compensation under Article 271 of this Code shall be awarded only if the amount of such compensation exceeds any award the salvor may receive pursuant to Articles 270.3-270.5 of this Code.

271.5. If the salvager was negligent and as a result failed to prevent or reduce the damage to the environment, he may be deprived of special compensation in whole or in part.

Article 272. Distribution of the prize

272.1. The distribution of the reward determined according to Articles 270.3-270.5 of this Code among rescuers is carried out taking into account the criteria specified in those articles.

272.2. The distribution of any prize earned as a result of the rescue operation between the ship owner and the ship's crew members is carried out in the following manner after deducting the expenses incurred by them in connection with the rescue operation:

272.2.1. three-fifths of the net value of the prize goes to the ship owner, and two-fifths is distributed among the ship's crew members;

272.2.2. according to Article 272.2.1 of this Code, the share that will reach the ship's crew members is distributed among them taking into account the efforts and wages of each of them.

rescue operation.

272.3. The rules defined in Article 272.2 of this Code do not apply to the distributed reward earned by the ships performing rescue operations in a professional manner.

Article 273. Rescue of people

273.1. There is no reward for saved people.

273.2. Rescuers who have participated in the provision of services related to the rescue caused the need for rescue are entitled to a fair share of the amount awarded to rescuers for the ship or other property or for preventing or mitigating damage to the environment.

Article 274. Duty to provide security at the request of the rescuer

274.1. At the request of the salvor, the person responsible for the payment of the award compensation shall provide the necessary security for the salvor's claim, including interest and court costs.

274.2. Irrespective of the rule established in Article 274.1 of this Code, the owner of the ship, until the cargo is delivered, uses all possibilities to provide the necessary security (interest and court costs) for the claims made by the cargo owners against them.

274.3. The salvaged ship or other property shall not be removed from the port or from the place where such ship or property was first taken after the salvage operations have been completed without the consent of the salvor, until adequate security has been provided for the salvor's claim on the ship or property concerned.

Article 275. Rescue operations supervised by competent authorities

275.1. When salvage operations are performed by or under the supervision of competent authorities, salvagers performing such operations may enjoy the rights and remedies provided in this chapter.

275.2. Competent authorities obliged to carry out rescue operations may exercise the remedies provided for in this chapter, unless this is in connection with the exercise of their duties.

275.3. *Coordination of rescue operations is carried out by the relevant executive authority.* ^[63]

Chapter XXI

Limitation of Liability for Maritime Claims

Article 276. Persons entitled to limitation of liability

276.1. In accordance with the rules established in this chapter, the responsibility of the shipowner and salvager is limited to the requirements provided for in Article 277 of this Code.

276.2. For the purposes of applying the rules defined in this chapter, a rescuer is any person who provides services directly related to rescue operations, including the operations provided

Article 277.1 of this Code.

276.3. When any of the requirements provided for in Article 277 of this Code is brought against the person whose responsibility for his action or inaction is borne by the persons specified in Articles 276.1 and 276.2 of this Code, such person has the right to limitation of liability in accordance with the rules established in this chapter. .

276.4. According to the requirements stipulated in Article 277 of this Code, the liable person has the right to limitation of liability to the extent that the liability lies with the insured in accordance with the rules established in this chapter.

276.5. A limitation of liability does not constitute an admission of liability.

Article 277. Requirements leading to limitation of liability

277.1. The following requirements are subject to the limitation of liability, regardless of the nature of the claim, subject to the provisions set forth in Article 278 of this Code:

277.1.1. claims arising from the death or health impairment of a citizen on the ship or other person related to the ship's operation or rescue operations, or loss or damage to property, including cargo, facilities, water bodies, shipping lanes and navigation equipment, as well as any subsequent claims for compensation for any damages;

277.1.2. claims for compensation for damages incurred as a result of delays in the transportation of cargo, passengers or their luggage by sea;

277.1.3. claims for compensation for damage caused as a result of the violation of any contract arising from the contract, which is directly related to the operation of the ship or salvage operations;

277.1.4. if the person responsible for the damage can limit his liability in accordance with the rules established in this chapter, for the damage caused as a result of actions taken by another person other than the person responsible for the damage for the purpose of preventing or reducing the damage and for subsequent damage caused by such actions requirements.

277.2. The requirements stipulated in Article 277.1 of this Code are subject to the limitation of liability even when they are put forward in the manner of recourse or on the basis of the contract specified in the contract. the requirements stipulated in Article 277.1.4 of this Code are not subject to the limitation of liability in the part related to the award given under the contract concluded with the person responsible for the damage.

Article 278. Exceptions from limitation of liability

278.1. The rules established in this chapter do not apply to the following requirements:

278.1.1. *In accordance with Article 14 of the 1989 International Convention on Salvage, claims for salvage including any claim for special compensation or general casualty contribution, as applicable;*

278.1.2. compensation for damage caused by oil pollution from ships;

278.1.3. compensation for damage caused in connection with the transportation of dangerous and harmful substances by sea;

278.1.4. regarding the raising, removal or destruction of a sunken ship, including every part of it which is or has been on this ship;

278.1.5. compensation for nuclear damage;

278.1.6. regarding the removal, destruction or neutralization of cargo from the ship;

278.1.7. compensation for the damage caused to the life, health or property of the employee of the ship owner or rescuer whose duties are related to ship or rescue operations, as well as to dependents, or persons who have the right to receive security from such employees, if the contract of those employees includes the legislation of the Republic of Azerbaijan if applicable

278.1.8. if the ship owner and the passenger are an organization or a citizen of the Republic of Azerbaijan, compensation for the damage caused to the passenger's life or health;

278.1.9. compensation for damage caused to the life, health or property of a citizen directly related to the operation of the ship or rescue operations, if the ship owner and the rescuer and the citizen are organizations or citizens of the Republic of Azerbaijan.

278.2. A person liable for damage is not entitled to limitation of liability if it is proved that damage was caused by his act or omission (intentional or gross negligence).

Article 279. Mutual demand

If the person who has the right to limitation of liability in accordance with the rules established in this chapter makes a reciprocal claim arising from that event to the claimant, the amount of reciprocal claims are mutually paid, and the rules established in this chapter are applied to the resulting balance.

Article 280. General limits of liability

280.1. The limit of liability for claims that are different from the claims specified in Article 278 of this Code and arising from one event is calculated in the following manner:

280.1.1. On claims for compensation for damage to the life or health of a citizen:

280.1.1.1. for a ship with a capacity of no more than 2000 tons — 3.02 million units of account

280.1.1.2. for a ship with a capacity of 2,001 to 30,000 tons — 1,208 accounting units are added to the amount specified in Article 280.1.1.1 of this Code for each ton of capacity exceeding 2,000

~~280.1.1.3. for a ship with a capacity of 3,001 to 30,000 tons — 333 accounting units are added to the amount specified in Article 280.1.1.1 of this Code for each ton of capacity exceeding 2,000;~~

~~280.1.1.4. for a ship with a capacity of 30,001 to 70,000 tons — 906 accounting units are added to the amount indicated in Article 280.1.1.1 of this Code for each ton of capacity exceeding 2,000;~~

~~280.1.1.5. for a ship with a capacity of more than 70,000 tons — 604 accounting units are added to the amount indicated in Article 280.1.1.1 of this Code for each ton of capacity exceeding 2,000;~~

280.1.2. For any other requirements:

280.1.2.1. for a ship with a capacity of no more than 2,000 tons — 1.51 million units of account

280.1.2.2. for a ship with a capacity of 2,001 tons to 30,000 tons — 604 settlement units are added to the amount specified in Article 280.1.2.1 of this Code for each ton of capacity exceeding 2,000

280.1.2.3. for a ship with a capacity of 30,001 to 70,000 tons — 453 settlement units are added to the amount specified in Article 280.1.2.1 of this Code for each ton of capacity exceeding 2,000

280.1.2.4. *for a ship with a capacity of more than 70,000 tons* — 302 accounting units are added to the amount specified in Article 280.1.2.1 of this Code for each ton of capacity exceeding 2,000 . [\[7\]](#)

280.2. If the amount calculated according to Article 280.1 of this Code for compensation for damage caused to the life or health of a citizen is not sufficient for the full payment of such claims, the amount calculated for other claims according to Article 280.2 of this Code shall be used for compensation for damage caused to a citizen's life or health. directed to the unpaid claims for payment.

280.3. For claims for compensation for damage to the life or health of passengers, if from one incident, the limit of liability of the ship owner is determined by multiplying 175,000 account by the number of passengers allowed to be carried on board according to the certificate.

Article 281. Consolidation of requirements

281.1. The limit of liability determined under Articles 280.1 and 280.2 of this Code is the sum of all claims arising from one event:

281.1.1. to the ship owner, as well as to any person for whose actions or inaction the ship owner is responsible;

281.1.2. to the ship owner providing rescue services from the ship, to the rescuer on board this ship, as well as to any person for whose actions or inaction the ship owner or the rescuer is responsible;

281.1.3. to the rescuer who does not move from the ship on which rescue services are provided or who moves exclusively on the ship, as well as any person for whose actions or inaction the rescuer is responsible;

281.1.4. the limit of liability determined according to Article 280.3 of this Code to the ship owner for the sum of all claims arising from one event, as well as to any person for whose actions or inaction the ship owner is responsible.

Article 282. Limitation of liability without creating a liability limitation fund

282.1. The ship owner and the salvager have the right to limit their liability in accordance with the rules established in this chapter without creating the liability limitation fund provided for in Article 283 of this Code.

282.2. If the limitation of liability is carried out without creating a liability limitation fund, the rules of Article 284 of this Code shall be applied accordingly.

Article 283. Liability limitation fund

283.1. A person who may be liable may create a liability limitation fund in the court if a claim against him is filed on the request that his liability may be limited.

283.2. The liability limitation fund is created in the amount calculated according to Article 280.3 of this Code and by adding interest to this amount from the day of the event until the day of the liquidation of the fund. Any fund created under this rule is intended only to cover claims that lead to liability.

283.3. The liability limitation fund can be established by means of payment of the amount specified in Article 283.2 of this Code to the deposit of the court or by providing a bank guarantee or other financial security according to the legislation of the Republic of Azerbaijan.

283.4. Where several shipowners or salvors are entitled to limitation of liability for claims arising out of a single event, the liability limitation fund created by any one of such persons shall be the fund created by all shipowners or salvors.

Article 284. Distribution of liability limitation fund

284.1. Only the court where such fund was created is authorized to resolve all issues relating to the distribution of the liability limitation fund.

284.2. The limitation of liability fund is distributed among persons who have claims to the fund in proportion to the determined amount of their claims.

284.3. If the person responsible for the claim until the distribution of the liability limitation fund or his insurer has paid the compensation for the claim in this fund, such person acquires the rights of the person who received the compensation in the order of subrogation to the extent of the amount paid.

Article 285. Obstacles for other claims

When a liability limitation fund is created, no person, for whose claims the fund is intended, shall have the right to take any action on the other property of the person or persons who created such fund. After the limitation of liability fund has been created, the court shall order the release of the other property seized upon the claims of the said person or persons and which may be given as security for the fund, and shall also release any security given to prevent such seizure.

Article 286. Application of the rules established in this chapter

286.1. The rules established in this chapter also apply to:

286.1.1. to ships owned by the Republic of Azerbaijan or operated or used only for the purpose of commercial government service at the time of demand, with the exception of military, police, military and border ships;

286.1.2. to vessels constructed or adapted for drilling and engaged in such work.

286.2. The rules set forth in this Code do not apply to floating platforms designed for the purpose of exploration of mineral and other resources of the seabed or subsoil.

Chapter XXII

Maritime lien on the ship. Mortgage of a ship or a ship under construction

Article 287. Claims secured by maritime lien to the ship

287.1. Claims against the ship owner are secured by a maritime lien on the ship:

287.1.1. wages and other amounts due to the ship's captain and other members of the crew for their work on the ship, including repatriation costs and social insurance payments made of the ship's captain and other members of the ship's crew;

287.1.2. compensation for the damage caused to the life or health of the citizen directly of the operation of the ship;

287.1.3. reward for saving the ship;

287.1.4. port, channel and sea guide collections;

287.1.5. compensation for real damage incurred as a result of loss or damage to cargo, and other property other than passengers' belongings during the operation of the ship.

287.2. If the requirements provided for in Articles 287.1.2 and 287.1.5 of this Code result of the following circumstances, such requirements are not secured by maritime lien:

287.2.1. as defined in Chapters 18 and 19 of this Code, from oil pollution from a ship caused in connection with the transportation of dangerous or harmful substances by sea;

287.2.2. from the effect of radioactive properties of nuclear fuel or other radioactive substances.

Article 288. Preference in payment of claims secured by maritime lien to the ship

288.1. According to Article 287.1 of this Code, claims secured by maritime lien against the ship have priority in payment over claims arising from obligations secured by the *state registered in the ship*. With the exception of the claim provided for in Article 298.3 of this Code, no claim has priority in payment against the specified claims.

288.2. According to Article 287.1 of this Code, the requirements secured by the maritime lien on the ship are secured alternately in the order specified in that article.

Article 289. Features of maritime lien on a ship

The maritime lien continues to encumber the ship regardless of the transfer of ownership or change of registration or change of flag, except in case of forced sale of the ship.

Article 290. Termination of maritime lien on the ship

290.1. The maritime lien on the ship shall be terminated one year after the claims provided for in Article 287.1 of this Code have arisen, if the ship is the subject of arrest leading to the forced sale of the ship before the expiration of the specified period.

290.2. The period specified in Article 290.1 of this Code is calculated in the following manner:

290.2.1. According to Article 287.1.1 of this Code, on claims secured by maritime lien to the ship - from the moment of release of the ship crew member who has such a claim;

290.2.2. on claims secured by sea pledge to the ship in accordance with articles 287.1.2 and 287.1.5 of this Code - from the moment of such claim.

Article 291. Concession or waiver of requirements

291.1. The concession or transfer of claims secured by maritime lien to the ship also includes the concession or transfer of the right of maritime lien.

291.2. It is not allowed to grant or transfer the claim for compensation for the damage to the life or health of citizens, as well as the claim for the insurance payment that will reach the owner under the marine insurance contract, to the person who has the right to a maritime claim for a ship.

Article 292. The right to keep a ship or a ship under construction

292.1. Shipbuilding or ship repair organizations have the right to maintain the ship or a ship under construction during the period of the ship's ownership in order to satisfy the requirements arising from the construction of the ship, as well as its repair.

292.2. After a ship or a ship under construction leaves the possession of shipbuilding or ship repair organizations, the right to keep the ship provided for in Article 292.1 of this Code is lost for the case of arresting the ship.

292.3. In case of forced sale of a ship or a ship under construction, shipbuilding or ship repair organizations have the right to pay their claims at the expense of the amount obtained from the sale of the ship.

Article 293. Encumbrance of a ship and a ship under construction with a mortgage

293.1. A mortgage of a ship or a ship under construction is determined by agreement between the owner of a ship or a ship under construction (mortgagor) and a creditor (mortgagee) for the purpose of securing a monetary obligation.

293.2. The person who has the right to manage the ship can be a mortgagor based on the agreement of the owner of the ship or the ship under construction.

293.3. The mortgage contract must be notarized and registered in the *state* registry of ships if the ship is registered. [\[74\]](#)

Article 294. Subject of mortgage of a ship or a ship under construction

294.1. Unless otherwise stipulated in the contract, the ship's mortgage applies to the claims of the owner of the ship belonging to the owner of the ship, as well as to the insurance payment due under the marine insurance contract concluded with the terms of liability for the destruction and damage to the ship. A ship's mortgage does not apply to freight.

294.2. Unless otherwise specified in the contract, the mortgage of the ship under construction shall be covered by the marine insurance contract concluded on the basis of the terms of liability for the destruction and damage to the ship during the construction of the ship, the clearly marked and identified materials and equipment located on the territory of the shipbuilding organization, as well as for the destruction and damage of the ship under construction. also applies to insurance payment.

Article 295. Order of payment of mortgage holders' claims

If there are several mortgagees, the mortgagee's claims from the net proceeds from the sale of the mortgaged vessel or the vessel under construction shall be paid in turn according to the order of registration of the mortgage.

registration of their rights. An earlier state-registered mortgage has priority in payment over a registered mortgage. State-registered mortgages on the same day have the same validity. [\[75\]](#)

Article 296. Grounds for forced sale of a ship or a ship under construction

If the mortgagor fails to pay the debt, the mortgaged ship or the ship under construction is sold based on the decision of the court in the place where the seized ship or the ship under construction is located.

Article 297. Notification of forced sale of a ship or a ship under construction

297.1. For the compulsory sale of a ship or a ship under construction, the court shall give notice thereof to:

297.1.1. to the body that registers the ship or the body that registers the ownership of a ship under construction;

297.1.2. to the mortgage holders of *state-registered* and unassigned mortgages of the ship or a ship under construction ; [\[76\]](#)

297.1.3. to the mortgagees of the *state-registered* and assigned mortgages of the ship or a ship under construction , as well as to the holders of the maritime lien of the ship according to the requirements stipulated in Article 287.1 of this Code, if they have informed the court of their requirements;

297.1.4. to the registered owner of the ship or ship under construction;

297.1.5. to the authority of the state that has allowed the ship to sail temporarily and which has registered the ship.

297.2. A person requesting the compulsory sale of a ship or a ship under construction shall submit to the court an extract from the relevant ship or ship under construction registers, a list of names and addresses of the mortgage holders of the *state registered mortgage of the ship or a ship under construction*.

297.3. A notice of compulsory sale of a ship or a ship under construction shall be sent no less than thirty days before the compulsory sale and shall contain the following:

297.3.1. information about the time and place of the forced sale, as well as the information related to the forced sale or the procedures leading to the forced sale and which the persons entitled to receive notification should know;

297.3.2. if it is not possible to determine the exact time and place of the forced sale, information about the approximate time and place of the forced sale, as well as other information related to the forced sale and sufficient to protect the interests of the persons entitled to receive notification.

297.4. When the notification is sent in accordance with Article 297.3 of this Code, an additional notification about the actual time and place of the forced sale is sent after they become known no less than seven days before the forced sale.

Article 298. Consequences of forced sale of a ship or a ship under construction

298.1. In case of forced sale of a ship or a ship under construction, all *state registered* of the ship or ship under construction, except for mortgages assumed by the buyer with the the mortgagees, all pledges and other types of encumbrances in relation to the ship or s construction they lose their power.

298.2. The expenses incurred in connection with the arrest and subsequent sale of the s ship under construction are paid in the first place from the amount obtained from their costs include, in particular, maintenance of the ship and its crew from the moment the ship i as well as costs incurred for wages and other amounts and costs specified in Article 287. Code. The balance of the amount obtained from the sale of the ship or the ship under co shall be distributed in accordance with the rules of this chapter, taking into account the limits established for the payment of the corresponding claims. After payment of all claims proceeds of the compulsory sale of the ship or ship under construction, if any, shall be gi owner of the ship or ship under construction and such amount shall be freely transferable.

298.3. *In the case of compulsory sale of a sunken ship raised by the port authority for the p protecting the safety of sea navigation or pollution of the marine environment, the costs i raise the ship shall be paid from the amount obtained from the sale of the ship until a secured by the ship's maritime lien are paid.* [\[77\]](#) —

Article 299. Termination of mortgage of a ship or a ship under construction

299.0. The mortgage of a ship or a ship under construction is terminated in the followin

299.0.1. when the monetary obligation is paid;

299.0.2. when the monetary obligation is terminated by another method different payment of the debt (forced sale, etc.);

299.0.3. in case of destruction of a ship or a ship under construction, unless the mortg of the ship or a ship under construction can submit his claim to the insurance payment in a with a marine insurance contract for the destruction of a ship or a ship under construction.

Chapter XXIII

Imprisonment of the vessel

Article 300. Authority to arrest the ship

300.1. Detention of a ship means any detention or restriction of its movement in orde maritime claims based on the resolution of a court or a jury authorized to arrest by law or affairs when it is within the jurisdiction of the Republic of Azerbaijan, a legally binding de court or jury cases of arresting the ship in connection with its execution are an exception.

300.2. the ship can be arrested only at the request of the sea.

300.3. A ship can be detained even when it is ready to leave port.

300.4. The rules defined in this chapter do not limit the right of the captain of the s refuse to allow the ship to leave the sea port in accordance with Article 64 of this Code.

Article 301. Maritime demand

301.0. Any claim related to the following is a maritime claim:

301.0.1. by causing damage during the operation of the ship;

301.0.2. by harming the life or health of a citizen on land or in water directly related to the operation of the ship;

301.0.3. with the expenses incurred by any person for the measures taken to prevent the damage that may be caused, including the damage caused to the environment, where the requirement arises from the law of the Republic of Azerbaijan or an international agreement, as with the damage that is caused or may be caused as a result of such measures;

301.0.4. by any agreement on the implementation of rescue measures or rescue;

301.0.5. with costs incurred for raising, removing or destroying the sunken ship;

301.0.6. by providing food products, materials, fuel, equipment, including containers, for the operation or maintenance of the ship;

301.0.7. with any contract for the use of the vessel; 301.0.8. by any contract for the carriage of goods by sea or the carriage of passengers by sea;

301.0.9. by loss or damage of the cargo carried on the ship, including luggage;

301.0.10. by general accident;

301.0.11. with the passage of a sea guide;

301.0.12. with towing;

301.0.13. with the construction, repair, reconstruction or refitting of the ship;

301.0.14. with port, canal dues and fees on other waterways;

301.0.15. with wages and other amounts due to the ship's captain and other members of the ship's crew for working on the ship, including repatriation costs and social insurance payments on behalf of the ship's captain and other members of the ship's crew;

301.0.16. with disbursement costs incurred in respect of the vessel;

301.0.17. with insurance premium;

301.0.18. by any commission, broker or agent fees paid by or on behalf of the shipowner or bareboat charterer;

301.0.19. with any dispute as to the ownership or right of possession of the vessel;

301.0.20. by any dispute between two or more shipowners as to the use of the vessel or the division of profits;

301.0.21. with a *state-registered* mortgage of the ship or a *state-registered* encumbrance of a nature;

301.0.22. with any dispute arising out of the contract of sale of the vessel.

Article 302. Release of the ship from detention

302.1. Upon furnishing of sufficient security in proper form, the vessel may be released from detention by order of a court or jury.

302.2. If there is no agreement between the parties on the amount and form of the security, the court or jury determines the amount and form of the security, provided that it does not exceed the value of the ship.

302.3. Any request to release the ship from custody does not constitute an admission of liability or a waiver of any remedy or right to limitation of liability.

302.4. In accordance with Article 302.2 of this Code, a person who has provided security may at any time apply to the court or jury with an application to reduce, change or cancel the security.

Article 303. Liability for unjustified detention of a ship

In cases where the ship is released from arrest due to the lack of proof of the guilt in claims against the ship owner, as well as in the cases where the ship is detained in the port for any other reason, the responsibility for the damage caused to the ship owner by arrest or detention is borne by those persons whose claims the ship was arrested or the ship was detained. .

Chapter XXIV

Marine protests

Article 304. Maritime protest

304.1. When an event occurs while the ship is underway or at rest, which may give rise to property claims against the owner, the master of the ship must issue a statement of maritime protest for the purpose of securing evidence.

304.2. The purpose of the maritime protest is to provide as complete information as possible about the circumstances and causes of the incident, including the damage caused and the measures taken to prevent or reduce the damage.

Article 305. Declaration of maritime protest

305.0. Statement on maritime protest:

305.0.1. in the ports of the Republic of Azerbaijan - to the notary;

305.0.2. in foreign ports - it is given to an official of the consular office of the Republic of Azerbaijan or to an authorized official of this state in the manner determined by the legislation of the foreign state.

Article 306. Time period for issuing a statement on maritime protest

When an incident occurs in a port, a maritime protest statement is issued within 24 hours of the occurrence of the incident. If the incident occurs while the vessel is on a voyage, a maritime protest statement must be made within 24 hours at the first port of call of the vessel or the master.

Article 307. Delayed submission of declaration of maritime protest

307.1. If the incident occurred during a voyage, a maritime protest statement may be made at a port other than the first port of call of the vessel or the master after the incident to avoid considerable time and money in connection with the first port of call after the incident.

307.2. If it is not possible to declare the maritime protest within the period specified in Article 306 of this Code, the reasons for this must be indicated in the declaration on the maritime protest.

Article 308. Declaration of maritime protest in relation to cargo damage

If there is reason to believe that damage has been done to the cargo on board as a result of an incident, a maritime protest statement must be issued before the cargo holds are opened. Unloading of cargo from the ship may be carried out only in cases of extreme necessity before the declaration of a maritime protest.

Article 309. Evidence

309.1. In order to confirm the circumstances stated in the declaration of maritime protest, the master of the ship shall, at the same time as the declaration, or within a period of not more than 10 days from the time of his or the ship's arrival at the port or the occurrence of the incident, certify that the incident occurred in the port, the ship's logbook and certified by the master of the ship and the extract from the ship's logbook to a notary public or an official of the consular office of the Republic of Azerbaijan, or an authorized official of a foreign state.

309.2. When the ship's logbook is destroyed, the circumstances and reasons for the destruction of the ship's logbook must be specified in the declaration of maritime protest.

Article 310. Drafting of the act on maritime protest

A notary or an official of the consular office of the Republic of Azerbaijan draws up the act on maritime protest based on the statement of the ship's captain, entries in the ship's logbook, and the act is conducted with the ship's captain and, if necessary, other members of the ship's crew, and signed by the notary or official with his signature and seal.

Article 311. Compilation of the maritime protest act by the consular offices of foreign countries

Acceptance of the declaration of maritime protest from the captains of foreign ships and drawing up of maritime protest acts can be carried out by the consular offices of foreign countries and the Republic of Azerbaijan on a mutual basis.

Chapter XXV

Claims, claims and claim period

Article 312. Confirmation of the circumstances that can be the basis for the responsibility of the participants of cargo transportation by sea

312.1. Circumstances that may be the basis for the liability of carriers, consignors, recipients and passengers are confirmed by commercial acts or acts of general form. In foreign ports, these circumstances are confirmed according to the rules existing in those ports.

312.2. The commercial deed is drawn up to confirm the following:

312.2.1. inconsistency between the name, mass or number of seats of the actual cargo and what is indicated in the transport document;

312.2.2. damage to cargo or baggage;

312.2.3. detection of undocumented cargo or baggage, as well as undocumented baggage;

312.2.4. return of stolen cargo or luggage to the carrier.

312.3. The form and procedure for drafting acts, as well as the procedure for approval that do not require the preparation of acts, are determined in accordance with the rules in accordance with Article 3.2 of this Code.

Article 313. Submitting a claim to the carrier *and forwarder* [\[78\]](#)

313.1. In connection with the carriage of cargo in cabotage, before a claim is made to the carrier, the claimant must be given a pre-claim.

313.2. Claims are submitted to the carrier who carried out the carriage of the cargo if the carriage has not been carried out, to the carrier who should have carried out this carriage in accordance with the contract of carriage by sea.

313.3. Claims arising from cases of mixed transportation of cargo are given to the carrier who delivers the cargo to the final destination.

313.4. *Before filing a lawsuit against the freight forwarder, it is mandatory to submit a claim* [\[79\]](#)

Article 314. Transfer of the claim and the right to make a claim to someone else

314.1. It is not allowed to transfer the right to make claims and claims to other persons when the consignor gives the consignee or vice versa, as well as the consignee or consignor to the freight forwarder or the insurer.

314.2. Transfer of the claim and the right to make a claim to another person is confirmed by the presence of an appropriate note in the bill of lading or other shipping document.

Article 315. Procedure for filing a claim

315.1. The claim is submitted in writing. In addition to the shipping documents, the claimant must confirm the right to file the claim, as well as the amount and value of the shipped cargo, attached to the claim for cargo loss or damage. Original shipping documents are submitted.

315.2. If the documents specified in Article 315.1 of this Code are not attached to the claim, the carrier has the right to return the claim without consideration within two weeks after receipt of the claim. If the carrier does not return a properly prepared claim within the specified period, the claim is considered accepted for processing.

Article 316. Time period for submitting a claim arising from a contract of cargo transportation by sea

A claim arising from a contract of carriage by sea may be brought against the carrier or within the claim period. [\[80\]](#)

Article 317. The term of consideration of the claim arising from the contract transportation by sea

317.1. The carrier or freight forwarder considers the claim arising from the contract of goods by sea within one month and during this period gives written information to the about the acceptance or rejection of the claim. [\[81\]](#)

317.2. The flow of the claim period is suspended from the day the claim arising from the of cargo transportation by sea is presented to the carrier until the response to the claim is until the deadline set for the response expires.

317.3. *If the freight forwarder rejects or partially accepts the claim, or does not respond to the claim one month, a lawsuit may be filed against him.* [\[82\]](#)

Article 318. Claim period for claims arising from the contract of cargo transportation

318.1. The claim period for claims arising from a contract of carriage by sea is one year.

318.2. The specified period is calculated as follows:

318.2.1. for claims for compensation for loss of cargo — after thirty days from the day should have been delivered, and in case of mixed transportation — after four months from the cargo was accepted for transportation;

318.2.2. for damage to cargo, claims for compensation for damage due to delay in delivery, refund of already paid transportation fee or deduction of underpaid transportation fee — from the day the cargo was delivered, and if the cargo was not delivered — from the day the cargo should have been delivered; .

318.2.3. on claims for compensation for damage due to non-delivery or delayed delivery, ship, fee for emptying the ship, and premium for premature loading or unloading of cargo — from the month following the month in which cargo transportation begins or should begin ends;

318.2.3-1. *on claims against the freight forwarder - from the moment the right to file a claim arises*

318.2.4. for requests for all other cases — from the date of occurrence of the event that gives rise to the request.

Article 319. Claim period for other claims

319.1. The claim period for claims arising from the contract of passenger transportation, marine insurance contract, as well as the collision of ships and the implementation of operations in international passenger lines is two years. This period is calculated as follows:

319.1.1. on the requirements for the contract of passenger transportation by sea on international passenger lines:

319.1.1.1. if the passenger's health is impaired - from the day the passenger disembarks

319.1.1.2. if the passenger dies during transportation - from the day the passenger ashore;

319.1.1.3. if the passenger dies after disembarking as a result of health impairment during transportation - from the day of the passenger's death, provided that no more than three years have passed since the passenger disembarked;

319.1.1.4. if the passenger's luggage is lost or damaged — whichever of the dates is later: the day the luggage was dropped off or should have been dropped off;

319.1.2. for claims arising from the marine insurance contract - from the day the right of action arises;

319.1.3. on claims for compensation for damage caused by the collision of ships — from the day of the collision of the ships;

319.1.4. on the requirements arising from the rescue operations — from the day the rescue operations ended.

319.2. The claim period for claims arising from a towage contract, maritime brokerage contract, *ship agent* contract, time charter, bareboat charter and general casualty is one year. This period is calculated as follows: [\[84\]](#)

319.2.1. for claims arising from the towing contract, maritime mediation contract, maritime brokerage contract, time charter and bareboat charter — from the day the right of action arises; [\[85\]](#)

319.2.2. for claims arising from a general accident — from the day the dispatch is drawn up;

319.3. The claim period for recourse claims provided for in Article 248 of this Code is one year. This period is calculated from the day of payment of the corresponding amount.

Article 320. Claim period for compensation for damage caused by oil pollution from ships and transportation of dangerous and harmful substances by sea

Claims for compensation for damage caused by oil pollution from ships and transportation of dangerous and harmful substances by sea shall be paid within three years from the day the claimant knew or should have known that such damage was caused. However, claims for compensation for damage caused by oil pollution from ships are filed six years after the event that caused the damage occurred, and claims for compensation for damage caused by the transportation of dangerous and harmful substances by sea - after ten years from the date of the event that caused such damage, but not later than the date when the claimant should have known that such damage was caused.

Article 321. Application of general terms

Unless otherwise stipulated by the international agreements of the Republic of Azerbaijan, the general claim periods specified in the civil legislation of the Republic of Azerbaijan shall be applied to claims for which the claim period is not specified in this Code.

Article 322. Termination of the claim period in case of a general accident

If the calculation of the amount of the claim depends on the settlement of the general accident, the running of the claim period is suspended from the day the dispatcher makes a decision on the settlement of the general accident.

existence of the general accident until the day the interested party receives the dispatch.

Article 323. Interests due to the use of other people's funds

323.1. When the claims arising from the relations stipulated in this Code are paid, interest rate available at the place where the creditor lives, and if the creditor is a legal entity to the paid amount.

323.2. Interest is calculated from the day of the written request for the payment of the corresponding amount to the day of payment of the amount.

323.3. The rules defined in Articles 323.1 and 323.2 of this Code do not apply to compensation for damage in the order of general accident distribution.

Chapter XXVI

Applicable law

Article 324. Determination of applicable law

324.1. With the participation of foreign citizens or foreign legal entities, including the object of civil law is outside the borders of the Republic of Azerbaijan, the law applicable to the relations arising from commercial shipping is determined in accordance with the international agreements concluded by the Republic of Azerbaijan, this Code, other laws and customs of commercial shipping recognized in the Republic of Azerbaijan.

324.2. The parties to the contract stipulated by this Code may choose the law applicable to the rights and obligations under the contract when concluding the contract or based on an agreement concluded later. In the absence of such an agreement, the rules of this Code shall be applied; the existence of an agreement does not lead to the elimination or reduction of the passenger's responsibility in accordance with this Code for damage to the life or health of the passenger, for loss or damage to cargo and baggage, or for their delayed delivery.

Article 325. Ship ownership and other property rights

325.1. Ownership rights to the ship and other property rights, as well as the acquisition or loss of such rights are determined by the law of the state where the ship sails under its flag.

325.2. The law of the state in which the ship was registered immediately before the change of flag applies to the property rights of a ship temporarily granted the right to sail under the flag of another state.

325.3. Unless otherwise stipulated in the shipbuilding contract, the rights to the ship during its construction are determined by the law of the state where the ship was accepted for construction.

Article 326. Legal status of ship crew members

326.1. The legal status of the ship's crew members and the relations between the crew members related to the operation of the ship are determined by the law of the state under which the ship sails.

326.2. The relations between the ship owner and the ship crew members are regulated by the law of the state where the ship sails under the flag, unless otherwise stipulated in the contract. The relations between the ship owner and the ship crew members who are foreign citizens shall be regulated by the law of the state of selection of the labor contract of the applicable law by the ship owner and the crew members shall not lead to deterioration of the working conditions of the crew members.

Article 327. Rights to sunken property

327.1. The rights to property sunk in the part of the Caspian Sea (lake) belonging to the territory of Azerbaijan are determined by the law of the Republic of Azerbaijan.

327.2. The law of the state where the ship flies the flag is applied to ships sunk on the high seas, their cargo and other property.

Article 328. Relations arising from contracts concluded in the field of commercial shipping

328.1. The relations arising from the contract of carriage of goods by sea, the contract of carriage of passengers by sea, the contract of *ship agent*, the contract of marine insurance, the contract of maritime media charter and bareboat-charter are regulated by the law of the state stipulated in the contract, and the relations arising from the contract of passenger transport by sea are regulated by the law of the state indicated in the passenger's ticket. [\[86\]](#)

328.2. If the parties do not agree on the law to be applied, their relations arising from the contract shall be governed by the law of the state where the following are established, have their main place of business or place of residence:

328.2.1. in the contract of cargo transportation by sea - of the carrier;

328.2.2. in the *ship agent* contract, time charter and bareboat charter — of the ship owner;

328.2.3. in the towing contract — of the owner of the towing vessel;

328.2.4. in the maritime mediation agreement - of the customer;

328.2.5. in the marine insurance contract — of the insurer.

Article 329. General accident

329.1. If the parties do not agree on the law to be applied, the relations arising from the contract shall be governed by the law of the port state where the ship completed its voyage at the time of the event causing general accident. If all persons whose interests are affected as a result of the accident belong to one state, the law of that state shall be applied.

329.2. If the general accident is distributed in the Republic of Azerbaijan, its rules are applied in accordance with the rules defined in Chapter 16 of this Code.

Article 330. Relations arising from the collision of ships

330.1. Relations arising from the collision of ships in the section of the Caspian belonging to the Republic of Azerbaijan are regulated by the law of the Republic of Azerbaijan;

330.2. When ships collide in the open sea and the dispute is considered in the Republic of Azerbaijan, the rules defined in Chapter 17 of this Code are applied.

330.3. Relations arising from the collision of ships sailing under the flag of a state are regulated by the law of that state, regardless of the place where the ships collided.

Article 331. Relations arising from damage caused by oil pollution from ships

331.0. In the event of damage caused by oil pollution from ships, the rules set forth in Chapter 18 of this Code shall apply to:

331.0.1. damage caused by oil pollution from ships in the section of the Caspian belonging to the Republic of Azerbaijan;

331.0.2. to precautions to prevent or mitigate such damage, wherever received.

Article 332. Relations arising from damage caused in connection with the transportation of dangerous and harmful substances by sea

332.0. In case of damage related to the transportation of dangerous and harmful substances by sea, the rules defined in Chapter 19 of this Code shall apply to the following:

332.0.1. to any damage caused in the territory of the Republic of Azerbaijan;

332.0.2. to the damage caused as a result of environmental pollution in the territory of the Republic of Azerbaijan;

332.0.3. to damage other than damage caused as a result of environmental pollution in the territory of the Republic of Azerbaijan, if such damage was caused by dangerous and harmful substances transported on a ship sailing under the State flag of the Republic of Azerbaijan;

332.0.4. to precautions to prevent or mitigate such damage, wherever received.

Article 333. Relations arising from the salvage of the ship and other property

333.1. If the parties do not agree on the law to be applied to the relations arising from the salvage of the ship and other property, the law of the state where the salvage operation is carried out shall be applied.

333.2. When the salvaging and rescued vessels fly the flag of a State, the law of that State shall apply, regardless of where the rescue operation takes place.

Article 334. Limits of ship owner's liability

The limits of the ship owner's liability are determined by the law of the ship's flag state.

Article 335. International agreements of the Republic of Azerbaijan

If the norms defined in the interstate international agreement to which the Republic of Azerbaijan is a party differ from the norms stipulated in this Code, then the norms of the international agreement shall apply.

agreement shall be applied.

Heydar Aliyev, President of the Republic of Azerbaijan

Baku city, June 22, 2001
No. 146-IIQ

LIST OF SOURCE DOCUMENTS USED

1. Law No. 203-IIIQD dated December 19, 2006 (Legislative Collection of the Republic of Azerbaijan, 2006, No. 12, Article 1029)
2. Law No. 320-IIIQD dated April 17, 2007 (Legislative Collection of the Republic of Azerbaijan, 2007, No. 4, Article 562)
3. Law of the Republic of Azerbaijan No. 324-IIIQD dated May 1, 2007 (Collection of Legislation of the Republic of Azerbaijan, 2007, No. 5, Article 442)
4. Law of the Republic of Azerbaijan No. 389-IIIQD dated June 16, 2007 (Legislative Collection of the Republic of Azerbaijan, 2007, No. 8, Article 756)
5. Law of the Republic of Azerbaijan No. 890-IIIQD dated October 20, 2009 ("Azerbaijan" newspaper, 2009, No. 286)
6. Law of the Republic of Azerbaijan No. 951-IIIQD dated February 1, 2010 ("Azerbaijan" newspaper, 2010, No. 62, Legislative Collection of the Republic of Azerbaijan, 2010, No. 03, Article 171)
7. Law of the Republic of Azerbaijan No. 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643)
8. Law of the Republic of Azerbaijan No. 559-IVQD dated February 15, 2013 ("Respublika" newspaper, March 17, 2013, No. 60, Legislative Collection of the Republic of Azerbaijan, 2013, No. 03, Article 214)
9. Law of the Republic of Azerbaijan No. 916-IVQD dated March 4, 2014 ("Azerbaijan" newspaper, April 10, 2014, No. 74, Legislative Collection of the Republic of Azerbaijan, 2014, No. 04, Article 325)
10. Law of the Republic of Azerbaijan [No. 1137-IVQD dated December 16, 2014](#) ("Respublika" newspaper, July 20, 2015, No. 014, Legislative Collection of the Republic of Azerbaijan, 2015, No. 1, Article 1)
11. Law of the Republic of Azerbaijan [No. 40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7)
12. Law of the Republic of Azerbaijan [No. 808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961)
13. Law of the Republic of Azerbaijan [No. 1041-VQD dated March 6, 2018](#) ("Azerbaijan" newspaper, 2018, No. 61, Legislative Collection of the Republic of Azerbaijan, 2018, No. 3, Article 406)
14. Law of the Republic of Azerbaijan [No. 1057-VQD dated April 3, 2018](#) ("Azerbaijan" newspaper, 2018, No. 117, Legislative Collection of the Republic of Azerbaijan, 2018, No. 5, Article 848)
15. Law of the Republic of Azerbaijan [No. 1471-VQD dated February 1, 2019](#) ("Azerbaijan" newspaper, 2019, No. 45, Legislative Collection of the Republic of Azerbaijan, 2019, No. 2, Article 186)
16. Law of the Republic of Azerbaijan [No. 123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 7, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839)
17. Law of the Republic of Azerbaijan [No. 368-VIQD dated July 9, 2021](#) ("Azerbaijan" newspaper, August 16, 2021, No. 165, Legislative Collection of the Republic of Azerbaijan, 2021, No. 7, Article 903)

LIST OF AMENDMENTS AND AMENDMENTS TO THE ACT

[1] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In article 2.4, after the words "Sea port" the words "(hereinafter - port or sea port)" were added, and in that article the words "with cargo" were replaced by the **with cargo**

[2] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) Article 2.5 has been revised.

the previous editorial said:

~~2.5. Port authorities — relevant authorities of sea ports that exercise administrative authority and other powers assigned to them by the relevant executive authority.~~

2.5 with the Law of the Republic of Azerbaijan [No. 368-VIQD dated July 9, 2021](#) ("Azerbaijan" newspaper, August 10, 2021, No. 165, Legislative Collection of the Republic of Azerbaijan, 2021, No. 7, Article 903) in the article, the word "organ" has been replaced by the words "the body (institution) the body controls".

[3] Law of the Republic of Azerbaijan [371-IVQD dated May 29, 2012](#) ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and Articles 2.9 and 2.10 were added to Article 2 with

[4] With the Law of the Republic of Azerbaijan [No.1057-VQD dated April 3, 2018](#) ("Azerbaijan" newspaper, May 25, 2018, No. 117, Legislative Collection of the Republic of Azerbaijan, 2018, No. 5, Article 848) Article 4.4 has been added in the new content.

[5] Law of the Republic of Azerbaijan [371-IVQD dated May 29, 2012](#) ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) added Article 5-1 in

[6] Article 6-1 was added by the Law of the Republic of Azerbaijan [890-IIIQD October 20, 2009](#) ("Azerbaijan" newspaper, December 24, 2009, No. 286)

[7] Law of the Republic of Azerbaijan [559-IVQD dated February 15, 2013](#) ("Respublika" newspaper March 12, 2013, No. 55, "Azerbaijan" newspaper March 17, 2013, No. 60, Legislative Collection of the Republic of Azerbaijan, 2013, No. 03, article 214) and in article 6-1.1.1, the "Right to sail under the flag (patent)" replaced by the words "Right to sail under the state flag".

[8] With the Law of the Republic of Azerbaijan [916-IVQD dated March 4, 2014](#) ("Azerbaijan" newspaper, April 13, 2014, No. 74, Legislative Collection of the Republic of Azerbaijan, 2014, No. 04, Article 325) In Article 6-1.1.2, the "Flag" has been replaced by the words "State flag"

[9] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) From Article 6-1.1.9, the words "(port station)" have been removed.

[10] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) added Article 6-1.1.21 in new content.

[11] With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015 ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) The period at the end of Article 6-1.1.21 was replaced by a semicolon and Article 6-1.1.22 was added in the new content.

[12] Law No. 203-IIIQD dated December 19, 2006 (Legislative Collection of the Republic of Azerbaijan, 2006, No. 12, Article 1029) and Articles 9.2, 36.2, 44.2, 67.2 and 69 The words "captain of the seaport" in articles 27.1, the words "captain of the seaport" were replaced by the words "relevant executive authority", and the words "captain of the seaport" were replaced by the words "relevant executive authority" in article 44.3.

[13] With the Law of the Republic of Azerbaijan No.1041-VQD dated March 6, 2018 ("Azerbaijan" newspaper, March 18, 2018, No. 61, Legislative Collection of the Republic of Azerbaijan, 2018, No. 3, Article 406) In Article 12.1.2, in the second sentence of Article 13.3, in Article 30.2.12, in the first sentence of Article 288.1, the words "registered" have been replaced by the words "state registered"

[14] Law of the Republic of Azerbaijan 559-IVQD dated February 15, 2013 ("Respublika" newspaper March 12, 2013, No. 55, "Azerbaijan" newspaper March 17, 2013, No. 60, Legislative Collection of the Republic of Azerbaijan, 2013, No. 03, article 214) and in article 15.2, the words "State" was added before the words "under the flag."

[15] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and the text of Article 15 has been revised.

the previous editorial said:

~~Technical control and classification of ships specified in Article 16.2 of this Code is carried out by the classification society chosen by the ship owner and/or ship owner.~~

[16] With the Law of the Republic of Azerbaijan 1471-VQD dated February 1, 2019 ("Azerbaijan" newspaper, February 24, 2019, No. 45, Legislative Collection of the Republic of Azerbaijan, 2019, No. 2, Article 186) Article 18.1.3 is repealed.

[17] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643), new content of Articles 18.1.21-1 - 18.1.21-4 was added.

[18] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and in the second sentence of Article 22.2, the words "of the classification society" were replaced by the words "the body that registered the ship"

22.2 of the Law of the Republic of Azerbaijan No. 1471-VQD dated February 1, 2019 ("Azerbaijan" newspaper, February 24, 2019, No. 45, Legislative Collection of the Republic of Azerbaijan, 2019, No. 2, Article 186) in the first sentence of the article, the words "Certificate about the seaworthiness of the ship, size" were replaced by the word "Size".

[19] [With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) Article 22.6 has been added in the new content.

[20] According to the Law No. 203-IIIQD dated December 19, 2006 (**Legislative Collection of the Republic of Azerbaijan, 2006, No. 12, Article 1029**), in Article 26.5, the words "at sea ports" are replaced by the words "by the relevant executive authority" replaced by

[21] Article 28.4324-IIIQD dated May 1, 2007 (**Collection of Legislation of the Republic of Azerbaijan, 2007, No. 5, Article 442** words "payments in accordance with the legislation of the Republic of Azerbaijan" fee according to the tariffs determined by the relevant executive authority" was replaced by the words.

[22] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and the second sentence of Article 34.1 have been revised.

the previous editorial said:

~~When the port (place) where the ship is registered is changed, all the information contained in the State ship register or ship book kept in the port (place) where the ship was previously registered is transferred to the State ship register kept in the port (place) where the ship was newly registered based on the documents provided by the captain of that port (place) and or entered in the ship book.~~

[23] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and Article 34.2 have been revised.

the previous editorial said:

~~34.2. Registration of the ship in the State ship register or ship book kept at the port (place) of new registration is confirmed by a re-issued certificate on the right to sail under the State flag of the Republic of Azerbaijan.~~

[24] With the Law of the Republic of Azerbaijan 1471-VQD dated February 1, 2019 ("Azerbaijan" newspaper, February 24, 2019, No. 45, Legislative Collection of the Republic of Azerbaijan, 2019, No. 2, Article 186) In Article 35, the words "after receiving a certificate of" have been replaced by the words "after it has been determined that it is suitable for swimming according to the result of the inspection

[25] In the second sentence of Article 39 of Law of the Republic of Azerbaijan 890-IIIQD October 20, 2009 ("Azerbaijan" newspaper, December 24, 2009, No. 286)" words were replaced by the words "By paying the state fee

[26] With the Law of the Republic of Azerbaijan 1137-IVQD dated December 16, 2014 ("Respublika" newspaper, January 20, 2015, No. 014, Legislative Collection of the Republic of Azerbaijan, 2015, No. 1, Article 1) The period at the end of Article 48.2.2 was replaced by a semicolon, and Articles 48.2.3 and 48.3 were added in the new content.

[27] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and flag and" were added after the word Statetitle of Chapter V.

[28] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and Article 61.2 have been revised.

the previous editorial said:

~~61.2 The captain of the sea port operates in accordance with the Regulation on the captain of the sea port approved by the relevant executive authority .~~

~~[29] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan , 2012, No. 07, Article 643) and Article 61.3 were repealed.~~

~~[30] By Law No. 203-IIIQD dated December 19, 2006 (Legislative Collection of the Republic of Azerbaijan, 2006, No. 12, Article 1029), the words "Corresponding executive authority and" were added to the beginning of the article, Article 61.1 in the article, after the word "functions", the words "relevant executive authority and" were added, Article 61.4 was added in the new content;~~

~~Law of the Republic of Azerbaijan No. 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012- year, No. 07, article 643) and in article 61.4, the words " state flag and " were added before the words " port control " .~~

~~[31] With the Law of the Republic of Azerbaijan No. 1041-VQD dated March 6, 2018 ("Azerbaijan" newspaper, March 18, 2018, No. 61, Legislative Collection of the Republic of Azerbaijan, 2018, No. 3, Article 406) In Article 62.1.3, the word "register" have been replaced by the words "state registration~~

~~[32] By Law No. 203-IIIQD dated December 19, 2006 (Legislative Collection of the Republic of Azerbaijan, 2006, No. 12, Article 1029), the words "Relevant executive authority and" were added to the beginning of the article, Article 62.1 at the beginning of the article, the words "within their powers of the relevant executive authority and" were added;~~

~~Law of the Republic of Azerbaijan No. 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012- year, No. 07, article 643) and the text of article 62 was given in a new edition.~~

~~the previous editorial said:~~

~~62.1. Within their powers, the relevant executive authority and the sea port captain are assigned the following functions to ensure the safety of sea navigation and order in the sea port:~~

~~-62.1.1. monitoring compliance with the legislation of the Republic of Azerbaijan on commercial shipping and international agreements related to commercial shipping of the Republic of Azerbaijan;~~

~~-62.1.2. register ships in ship registers and issue relevant ship documents;~~

~~-62.1.3. to register ownership rights to ships and ships under construction, mortgage of the ship or ship under construction and the rights to them and issue relevant documents;~~

~~-62.1.4. to issue certificates (diplomas), certificates of their issuance and seaman's manuals to ship crew members;~~

~~-62.1.5. to check ship documents, certificates (diplomas) and confirmations of issuing certificates (diplomas);~~

~~-62.1.6. control of compliance with the requirements of the rules for the entry and exit of ships from the port;~~

~~-62.1.7. control of compliance with requirements to prevent environmental pollution;~~

~~-62.1.8. to formalize the entry and exit of ships from the port;~~

~~-62.1.9. management and control of marine navigation services and services regulating the movement of ships;~~

~~-62.1.10. to allow the removal of property sunk in the sea, as well as construction, hydrotechnical and other works in the port;~~

~~-62.1.11. to record and investigate accidents at sea. The investigation of accidents at sea is carried out in the manner determined by the relevant executive authority.~~

~~62.2. Orders of the master of the seaport on ensuring safety and order of sea navigation in the seaport are binding for all ships, legal entities and individuals in the port.~~

~~[33] Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan , 2012, No. 07,~~

Article 643) and Article 63.1 have been revised.

the previous editorial said:

~~63.1. The captain of the seaport carries out the control of ships leaving the sea in order to verify the availability of ship documents, the compliance of the main characteristics of the ship with the ship documents and the fulfillment of the requirements for the completion of the ship's crew.~~

[34]

Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and Article 63.2 of the words "the captain of the sea port can inspect the ship as well as if the operation of the ship poses a real threat to human life or the environment, the relevant executive authority can inspect the ship." replaced with the words

[35]

Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, article 643) and article 63.3 "the captain of the sea port can carry out a control inspection of the ship." the words "the relevant executive power body can carry out control inspection of the ship." was replaced by the words.

[36]

Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper, July 10, 2012, No. 150, "Azerbaijan" newspaper, July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and Articles 63.4 and 63.5 were added in new content.

[37]

Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) and in the second sentence of Article 64.1, after the words "following cases" the words "by agreement with the relevant executive authority" were added.

[38]

Law of the Republic of Azerbaijan 371-IVQD dated May 29, 2012 ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) added Article 64.1.6 in new content.

[39]

According to the Law No. 203-IIIQD dated December 19, 2006 (Legislative Collection of the Republic of Azerbaijan, 2006, No. 12, Article 1029) in Article 65, the words "captain of the sea port" are replaced by "by the relevant executive authority" with the words, the words "may" have been replaced by the word "is".

[40]

With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015 ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 68, the words "mandatory rules" were replaced by the words "mandatory rules of the sea port"

[41]

With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015 ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 69.2, the words "the mandatory decisions" have been replaced by the words "in the mandatory rules of the sea port"

[42]

With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015 ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In the title of Article 84 and in Article 84.1, the "port authorities" in the relevant cases of the noun have been replaced by the words "port authority"

[43] [With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In the title and text of Article 85, the **port authorities**" in the appropriate cases of the noun have been replaced by the words **port authority**

[44] [With the Law of the Republic of Azerbaijan No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) Article 87.1 has been revised.

the previous editorial said:

~~87.1. A contract of carriage by sea is any contract in which the carrier undertakes to transport the cargo given or to be given to him by the consignor to the port of destination and to give it to the person authorized to receive the cargo (hereinafter - the consignee), and to pay the cost of transportation (freight) from the consignor or freight forwarder.~~

[45] [With the Law of the Republic of Azerbaijan No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) Article 87.4 has been revised.

the previous editorial said:

~~87.4. A carrier is a person who has concluded a contract of carriage by sea with or on behalf of the shipper or charterer. Actual carrier - any person to whom the carrier entrusts to carry out the carriage of the cargo or part of the carriage, including any other person to whom such carriage is entrusted.~~

[46] [With the Law of the Republic of Azerbaijan No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) In Article 87.6, the words "any person who concludes the contract and also hands over the cargo to the carrier on his own behalf" have been replaced by the words "the individual or legal person who is the initiator of the transportation in the contract and on whose behalf the shipment of cargo is formalized"

[47] [With the Law of the Republic of Azerbaijan No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) Article 87.6-1 was added in the new content.

[48] [With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) Article 89 has been revised.

the previous editorial said:

Article 89. Temporary suspension or limitation of cargo acceptance for transportation

~~89.1. In the event of a natural disaster, accident, or accident causing a disruption in movement, as well as when a quarantine is declared, the reception of cargo may be temporarily suspended or limited by immediately informing the relevant executive authority by order of the port authorities.~~

~~89.2. The relevant executive power body determines the periods of temporary suspension or limitation of cargo acceptance. Port authorities shall immediately notify shippers and other interested parties of temporary suspension or restriction of cargo acceptance.~~

[49] [In the first sentence of Article 98.3 of the Law of the Republic of Azerbaijan 389-IIIQD dated June 16, 2007](#) Legislative Collection of the Republic of Azerbaijan, 2007, No. 8, Article 756 holiday" is replaced by the word "working day not done" were added.

Article 98.3 of the Law of the Republic of Azerbaijan No. 951-IIIQD dated February 1, 2010 ("Azerbaijan" newspaper, March 19, 2010, No. 62, Legislative Collection of the Republic of Azerbaijan, 2010, No. 03, Article 171) in

the first sentence of the article , the words " **holidays that are not considered working days** " were replaced by the words " **voting, holidays that are not considered working days, and national day of mourning** " .

[50] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) After the word **documents** in the name of Article 108, the **and information** " were added.

[51] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) In the text of Article 108, after the word "Consignor", the words "**documents and data related to the cargo for the proper execution of the contract of carriage by sea, including**" after the word "**documents**", the words "**as well as data**" were added.

[52] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) In Article 119.1, the **or freight forwarder** have been replaced by words "**shipper, freight forwarder or one of the consignees or another person authorized by them**

[53] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) In the first sentence of Article 127, after the word **freighter or another person authorized by them** " and in the second sentence, after the word "**consignee**", the words "**or to another person authorized**" were added.

[54] Article 147 of [320-IIIQD dated April 17, 2007](#) (Legislative Collection of the Republic of Azerbaijan, 2007, No. 6, Article 562) **precious metals and products made from them, jewels** "replaced by the words "**precious metals, precious stones and products made from them**"

[55] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) The title of Chapter XIII is given in the new edition.

the previous editorial said:
Maritime agency agreement

[56] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) Articles 181 and 182 have been revised.

the previous editorial said:
Article 181. Definition of the maritime agency agreement

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According to the maritime agency agreement, the maritime agent undertakes to perform legal and other actions in a certain port or in a certain area on behalf of the ship owner and on behalf of the ship owner for a fee.

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Article 182. Application of the rules established in this chapter

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The rules established in this chapter shall be applied unless otherwise agreed by the parties.

[57] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) Articles 183-187

are repealed.

[58]

With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) Article 190 has been repealed.

[59]

With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In the first sentence of Article 239.3, the words "sea agent" in the appropriate cases of the noun have been replaced by the word **ship agent**

[60]

With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 257.2.1, the words "sea agents" in the appropriate cases of the noun are replaced by the word **ship agent**

[61]

With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 257.2.6, the words "sea agent" in the appropriate cases of the noun have been replaced by the word **ship agent**

[62]

With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In the second sentence of Article 260.1.4, the words "sea agents" in the appropriate cases of the noun have been replaced by the word **ship agent**

[63]

Law of the Republic of Azerbaijan [371-IVQD dated May 29, 2012](#) ("Respublika" newspaper July 10, 2012, No. 150, "Azerbaijan" newspaper July 15, 2012, No. 155, Legislative Collection of the Republic of Azerbaijan, 2012, No. 07, Article 643) added Article 275.3 in new.

[64]

With the Law of the Republic of Azerbaijan [No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) Article 278.1.1 has been revised.

the previous editorial said:

~~278.1.1. to a reward related to the performance of a rescue operation, including special compensation or general accident payment;~~

[65]

With the Law of the Republic of Azerbaijan [No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) In Article 280.1.1.1 " 500 " number " 2000 " with the number, the words " 333 thousand " were replaced by the words " 3.02 million ".

[66]

With the Law of the Republic of Azerbaijan [No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) In Article 280.1.1.2 " 501 " number " 2001 " with the number, " 3000 " number " 30000 " with the number, " 500 " (in the first case) the number " 2000 " with the number, " 500 " (in the second case) the number " 1208 " replaced by the number

[67]

Article 280.1.1.3 was repealed by the Law of the Republic of Azerbaijan [No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243).

[68] [Article 280.1.1.4 of the Law of the Republic of Azerbaijan No.-VQD dated October 20, 2017](#) "Azerbaijan" newspaper, November 4, 2017, No. 243) 500 " number " 2000 " with the number, " 250 " number " 906 " replaced by the number

[69] [Article 280.1.1.5 of the Law of the Republic of Azerbaijan No.-VQD dated October 20, 2017](#) "Azerbaijan" newspaper, November 4, 2017, No. 243) 500 " number " 2000 " with the number, " 167 " number " 604 " replaced by the number

[70] [With the Law of the Republic of Azerbaijan No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) In Article 280.1.2.1 " 500 " number " 2000 " with the number, the words "167 thousand " were replaced by the words " 1.51 million " .

[71] [With the Law of the Republic of Azerbaijan No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) In Article 280.1.2.2, the number "501" 2001 " with the number, " 3000 " number " 30000 " with the number, " 500 " number " 2000 " with the number, " 167 " number " 604 " replaced by the number

[72] [With the Law of the Republic of Azerbaijan No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) In Article 280.1.2.3 " 3001 " number " 30001 " with the number, " 500 " number " 2000 " with the number, " 125 " number " 453 " replaced by the number

[73] [With the Law of the Republic of Azerbaijan No.808-VQD dated October 20, 2017](#) ("Azerbaijan" newspaper, November 4, 2017, No. 243, Legislative Collection of the Republic of Azerbaijan, 2017, No. 11, Article 1961) In Article 280.1.2.4 " 500 " number " 2000 " with the number, " 83 " number " 302 " replaced by the number

[74] [With the Law of the Republic of Azerbaijan No.1041-VQD dated March 6, 2018](#) ("Azerbaijan" newspaper, March 18, 2018, No. 61, Legislative Collection of the Republic of Azerbaijan, 2018, No. 3, Article 406) In Article 293.3, the words "must be registered" have been replaced by the words " **must be state registered** "

[75] [With the Law of the Republic of Azerbaijan No.1041-VQD dated March 6, 2018](#) ("Azerbaijan" newspaper, March 18, 2018, No. 61, Legislative Collection of the Republic of Azerbaijan, 2018, No. 3, Article 406) In the first sentence of Article 295, the registration "state registration" and in the second (in both cases) and third sentences, "registered" were replaced by the words " **state registered** "

[76] [With the Law of the Republic of Azerbaijan No.1041-VQD dated March 6, 2018](#) ("Azerbaijan" newspaper, March 18, 2018, No. 61, Legislative Collection of the Republic of Azerbaijan, 2018, No. 3, Article 406) In articles 297.1.2, 297.1.3, 297.2, 298.1 and 301.0.21 (in both cases) "registered" were replaced by the words " **state registered** "

[77] [With the Law of the Republic of Azerbaijan No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 298.3, the authorities " have been replaced by the words " **port administration** "

[78] [With the Law of the Republic of Azerbaijan No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) After the word Carrier in the name of Article 313, the **and forwarder** " were added.

[79] [With the Law of the Republic of Azerbaijan No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) Article 313.4 was added in the

new content.

[80] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) **or forwarder** were added to the text of Article 316 after the word **carrier**

[81] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) In Article 317.1, the **or forwarder** were added after the word **Carrier**.

[82] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) Article 317.3 was added in the new content.

[83] With the Law of the Republic of Azerbaijan [No.123-VIQD dated May 31, 2020](#) ("Azerbaijan" newspaper, July 19, 2020, No. 140, Legislative Collection of the Republic of Azerbaijan, 2020, No. 7, Article 839) Article 318.2.3-1 was added in the new content.

[84] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In the first sentence of Article 319.2, the **maritime agency** replaced by the words **"ship agent**

[85] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 319.2.1, the words **"sea agency** replaced by the words **"ship agent**

[86] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 328.1, the **maritime agency** replaced by the words **"ship agent**

[87] With the Law of the Republic of Azerbaijan [No.40-VQD dated December 18, 2015](#) ("Azerbaijan" newspaper, February 2, 2016, No. 23, Legislative Collection of the Republic of Azerbaijan, 2016, No. 01, Article 7) In Article 328.2.2, the words **"maritime agency** have been replaced by the words **"ship agent**