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Panel 4 – Suggestions on the Future Work on an International Legal Framework

*High Level Symposium on the Use of Railway Consignment Note and the Future Legal
Framework in International Trade – UNCITRAL and MOFCOM*

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The International Chamber of Commerce

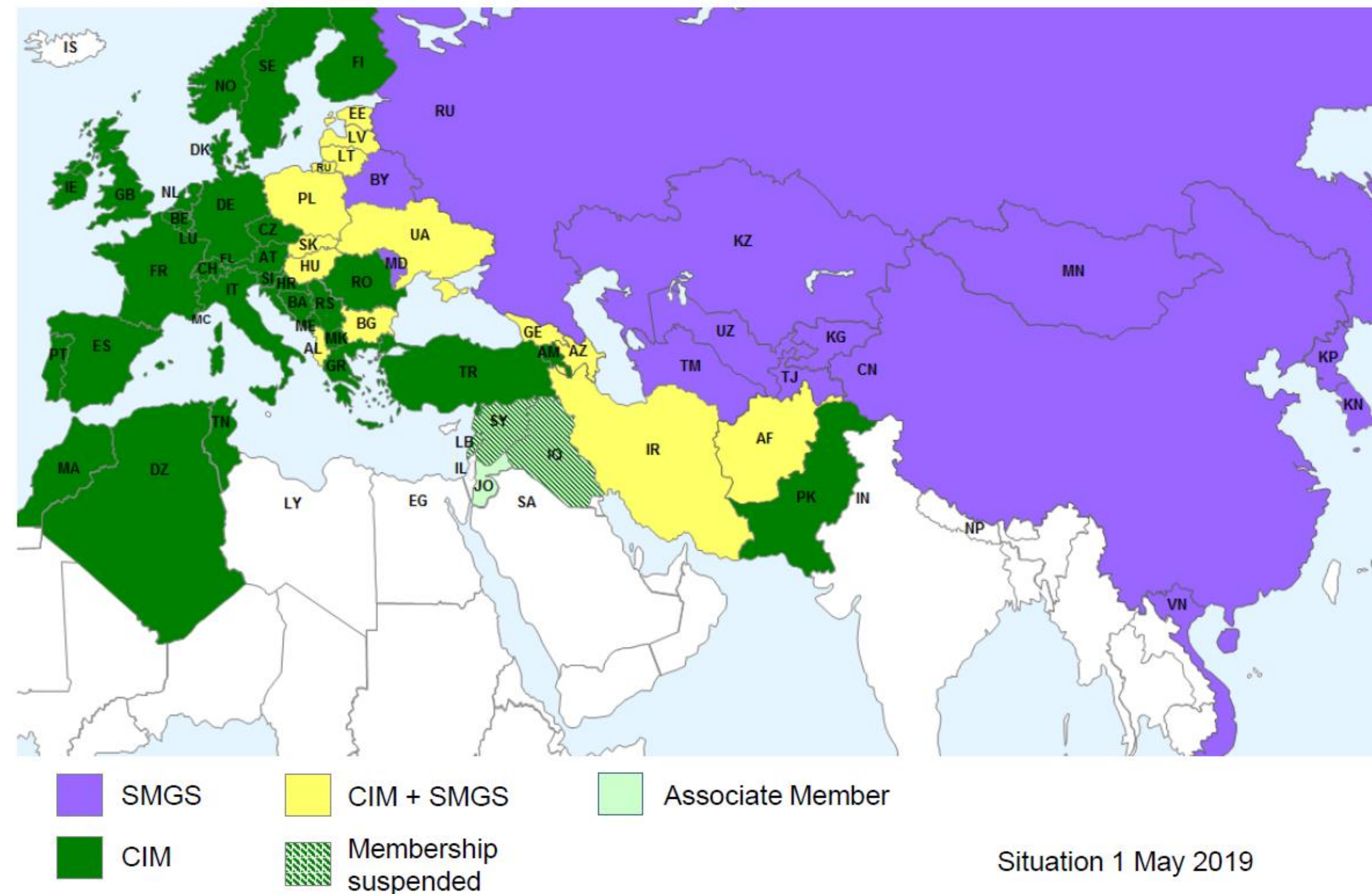
- 1 – the largest, most representative business organization in the world
- 2 – the global network comprises over 6 million companies, chambers of commerce and business associations in more than 130 countries
- 3 – the voice of business at the UN, the World Trade Organization (WTO), the World Customs Organization (WCO), G20, OECD and many other intergovernmental organizations.
- 4 – the International Chamber of Commerce (ICC)
(<http://www.iccwbo.org/>)

Agenda

- 1 – Need of a Document of Title for the transport of goods between China and Europe
- 2 – Aspects to Consider as regards a Document of Title

1 – Need of a Document of Title for the transport of goods between China and Europe

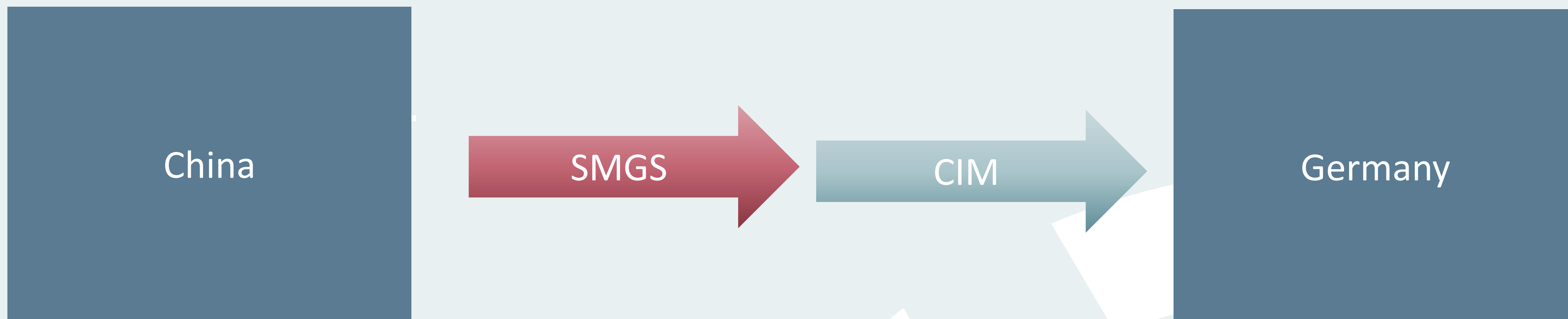
CIT Freight Traffic CIM/SMGS



- One Railway China – Europe / Europe – China:
- Two international legal frameworks are applicable

Source:
The International Rail Transport Committee (CIT)
https://cit-rail.org/media/files/documentation/freight/scopes/scope_of_application_of_cim-smgs_2019-05-01.pdf?cid=74805

1 – Need of a Document of Title for the transport of goods between China and Europe



- Freight documents used in the rail transport between China and EU:
 - SMGS-Consignment Note
 - CIM-Consignment Note
 - Uniform SMGS/CIM-Consignment Note
- Neither SMGS not CIM do provide regulations regarding a Bill of Lading (Document of Title)

1 – Need of a Document of Title

➤ Disadvantages of a Bill of Lading

- Strict formal requirements for Documents of Title
- Different national regulations regarding Documents of Title
- No international standardisation (except shipping)
- Increasing reluctance to use Bill of Lading by multinational companies – prevalence of framework contracts
- Compulsory liability regimes applicable to Bill of Lading
- Original document needed for delivery / possible delay in delivery
- Risk of losing original document when forwarded to Consignee
- Costs for issuance and sending to consignee: about USD 50.00

1 – Need of a Document of Title

➤ Advantages of a Bill of Lading

- Title to demand delivery of goods
- Goods are released to consignee only
- Goods can be traded by transferring negotiable Bill of Lading during transit (important in case of long transport duration)
- Bill of Lading can be used for Letter of Credit
- General payment security
- Compulsory liability regime applicable to Bill of Lading

2 – Aspects to Consider

- What do international private organisations do as to Bills of Lading and can they be used as role model?
 - UNCTAD/ICC Rules for Multimodal Transport Documents
 - FIATA multimodal Bill of Lading
- International Chamber of Commerce: Promote international trade – promote railway consignment notes which are negotiable.
- Digitalisation – Regulations should consider recent technical developments and provide an opening clause for making use of digital Bills of Lading
- Uniform rules to be created taking into consideration, e.g., liability regimes or customs procedures

CURRICULUM VITAE

Dr. Oliver Peltzer LL.M. (Stellenbosch)

EXPERIENCE

Oliver Peltzer advises companies in the energy, maritime and transport industries and advises on the purchase and sale of companies and projects in the offshore, maritime, transport and aviation industries. Oliver Peltzer is regularly asked to act as arbitrator. Before joining Arnecke Sibeth Dabelstein, he worked for several years as a consultant to the venture capital industry and as head of the legal and risk management department at Volkswagen Logistics GmbH & Co. OHG. Oliver Peltzer is Vice Chairman of the International Chamber of Commerce (ICC) Trade Facilitation Commission.

EDUCATION

Lecturer at the University of Hamburg in Law & Logistics (since 2011); CFA I and II (Chartered Financial Analyst) (2002-2003); Doctorate, University of Tübingen (1999); LL.M. in Stellenbosch/South Africa (1994); Legal clerkship in Berlin and Singapore (1995-1996); Studies in Berlin, Paris and Bonn (1988–1993)

TRACK RECORDS

M&A transaction involving the sale of the entire offshore wind section of a construction company, combined asset and share deal, transfer of various financing models, negotiation with a number of stakeholders

M&A transaction for the sale of a windfarm project, seller due diligence, share deal, defense against unfounded claims by third parties, simultaneous signing and closing

Extensive and complex tender proceedings with several suppliers, preparation of contracts, negotiation with tenderers, contract signing

Support of a Chinese, listed company in the restructuring of numerous projects in the renewable energy industry

Several ICC arbitration proceedings



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PRACTICE AREAS

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Thank you!

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