Sanciones y su incidencia en los contratos de fletamento

Universidad Marítima del Caribe / Asociación Venezolana de Derecho Marítimo
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Alcance de las Órdenes Ejecutivas 13857 (28-01-2019) y 13884 (05-08-2019), emitidas por la OFAC (Department of Treasury's Office of Foreign Assets Control) ya han sido analizadas en detalles.

Las mismas afectan claramente, y sujetas a las correspondientes excepciones (GL):

1. PDVSA/negocio petrolero y, por tanto, la contratación de tanqueros destinados a transportar crudos y productos derivados.
2. Cualesquiera otras agencias gubernamentales y sus operaciones comerciales con personas norteamericanas/no norteamericanas y, por tanto, la contratación de buques bajo contratos de fletamento y de fletes en el tráfico de línea regular.

Como resultado de las sanciones impuestas, el Ejecutivo Nacional ha tomado algunas medidas:

1. La fallida implantación del ***Petro*** como mecanismo de pago por algunos servicios al buque.
2. La utilización de cuentas bancarias distintas de aquellas que manejan dólares americanos (US$); especialmente, en Euros.
3. La utilización de cuentas de terceros intermediarios, en algunos casos denominadas ***empresas aliadas***.

Puntos de interés:

1. Cómo impactan las sanciones a los contratos de fletamento.
2. Cómo afectan las sanciones a la cobertura de seguro que ampara a los buques de armadores/fletadores.
3. Cuál es la posición del tráfico de línea regular (liner) frente a las sanciones.

RECORDAR que entre los contratos de utilización del buque encontramos:

1. **Transporte de Mercancías por Agua, o evidenciado bajo Conocimiento de Embarque (BL).**
2. Contrato de Arrendamiento a Casco Desnudo.
3. **Contrato de Fletamento (Viaje y Tiempo).**
4. Contrato por Volumen o Cantidad.

1.Cómo impactan las sanciones a los contratos de fletamento:

A. Obligan a la inmediata revisión de las cláusulas previstas en los contratos en curso. (Retardos en los despachos, imposibilidad en el pago y recepción de fletes; en el caso de la carga, solicitud de prepagos y eliminación de pagos a crédito, retenciones de zarpe, etc.)

B. Cancelación de registros (Bandera) y certificados estatutarios, por parte de determinadas administraciones. Por ejemplo, el registro de las Islas Marshall en fecha 03-06-2019 emitió un Marine Safety Advisory No. 17-19, informando que esta bandera no podía proveer servicios a aquellos buques fletados a, o bajo el control de, o en transacciones con PDVSA.

Republic of the Marshall Islands

MARITIME ADMINISTRATOR

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MARINE SAFETY ADVISORY No. 17-19

To: **Owners/Operators, Masters, Nautical Inspectors, Recognized Organizations**

Subject: **United States designation of PdVSA as a Specially Designated National and Blocked Person**

Date: **03 June 2019**

The United States (US) designated Petróleos de Venezuela, S.A. (PdVSA) as a Specially Designated National and Blocked Person (SDN) on 28 January 2019, which means that US persons may not engage in any dealings with the company or any of its direct or indirect subsidiaries. The sanction only applies to US persons at this time. However, the US has signaled that foreign persons may be subject to secondary sanctions if it is found that they have provided material support or goods or services to PdVSA, meaning those foreign persons could potentially be listed as SDNs themselves. The US has also listed two foreign flagged vessels and the vessels' registered owners as SDNs further to the vessels trading between Venezuela and Cuba.

Accordingly, while Venezuela is not subject to a US comprehensive embargo at this time, because PdVSA has been listed as an SDN, and because foreign persons who deal with PdVSA may be subject to secondary sanctions, the Republic of the Marshall Islands (RMI) Maritime Administrator (the "Administrator") will be unable to provide services to those vessels under charter to PdVSA, under control of PdVSA, or trading with PdVSA. Further, such vessels may be subject to suspension by the Administrator.

In addition to the above, the Administrator encourages all RMI registered vessel owners to be cautious in any anticipated dealings with PdVSA. The Administrator has recently been made aware that the Venezuelan government may have forcibly possessed foreign flagged vessels while the vessels were in Venezuelan waters.

The Administrator requests that this Marine Safety Advisory be brought to the immediate attention of vessel crews and all other persons with responsibility for vessel operations under the RMI flag. Any questions should be forwarded to legal@register-iri.com.

This MSA expires one (1) year after its issuance, unless otherwise noted, extended, superseded, or revoked.

C. Imponen la necesidad de realizar un ejercicio de ***due diligence***, a los fines de indagar sobre la naturaleza de las partes contratantes, y determinar posibles incumplimientos a la luz de las sanciones. Normalmente esto se hace a través de los agentes navieros locales, corresponsales de P&I o firmas de abogados.

D. Negociar la incorporación de ***Cláusulas especiales*** en protección de las partes. En este sentido en el tráfico que involucra a Venezuela, se vienen utilizando una serie de cláusulas que buscan distribuir de manera clara las responsabilidades/riesgos entre Propietarios (Owners) y Fletadores (Charterers).

Algunas de estas cláusulas son las siguientes:

PETRO CLAUSE

CHARTERERS WARRANT THEY WILL NOT ORDER THE VESSEL TO ANY PORT WHERE THE USE OF ANY DIGITAL CURRENCY, DIGITAL COIN OR DIGITAL TOKEN, **INCLUDING THE "PETRO" OR "PTR" IS MANDATORY OR WHERE THEY WILL USE SUCH METHOD FOR SETTLEMENT OF SUMS PAYABLE BY THEM UNDER THIS CP**, IN CASE THE VESSEL IS ORDERED TO CALL AT ANY SUCH PORT **OWNERS SHALL NOT BE OBLIGED TO FOLLOW SUCH ORDER AND CHARTERERS WILL ISSUE REVISED ORDERS FOR LOAD OR DISCHARGE AS APPLICABLE.** ALL TIME LOST AS A RESULT SHALL BE FOR CHARTERER'S ACCOUNT AND CALCULATED AT THE DEMURRAGE RATE.

PAYMENT IN EUR

IF VENEZUELA LOAD/DISCHARGE, ALL MONIES DUE UNDER THIS C/P INCLUDING BUT NOT LIMITED TO FREIGHT / DEM/DIFFERENTIALS/DEVIATION IF ANY SHALL BE PAID TO OWNERS IN EUROS TO THEIR DESIGNATED EURO ACCOUNT. THE USD/EURO EXCHANGE RATE USED FOR SUCH PURPOSES SHALL BE AS PER BLOOMBERG FX SPOT RATE PREVAILING AT 1100HRS LONDON TIME 1 working day before invoice issuance.

VENEZUELA CLAUSE

(1) CHARTERERS REPRESENT AND WARRANT THAT AT THE TIME OF ENTERING INTO THIS CHARTERPARTY TO THE BEST OF THEIR KNOWLEDGE THEY AND ANY COMPANY WITH AN INTEREST IN THE CARGO ARE NOT IN ANY WAY DIRECTLY OR INDIRECTLY OWNED, CONTROLLED BY OR RELATED TO ANY PEOPLE/ENTITIES LISTED ON THE US OFFICE OF FOREIGN ASSET'S CONTROL LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS OR THE US COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ARE PEOPLE/ENTITIES SUBJECT TO EU OR UN OR OTHER SUPERNATIONAL BODY/ORGANISATION SANCTIONS.

OWNERS REPRESENT AND WARRANT THAT AT THE TIME OF ENTERING INTO THIS CHARTERPARTY TO THE BEST OF THEIR KNOWLEDGE THEY AND ANY BUNKER SUPPLIER, LUBE SUPPLIER, AGENT, SUB-CONTRACTOR ARE NOT IN ANY WAY DIRECTLY OR INDIRECTLY OWNED, CONTROLLED BY OR RELATED TO ANY PEOPLE/ENTITIES LISTED ON THE US OFFICE OF FOREIGN ASSET'S CONTROL LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS OR THE US COMMERCE DEPARTMENT'S DENIED PERSONS LIST OR ARE PEOPLE/ENTITIES SUBJECT TO EU OR UN OR OTHER SUPERNATIONAL BODY/ORGANISATION SANCTIONS.

(2) NOTHING IN THIS CHARTER SHALL BE READ SO AS TO REQUIRE EITHER PARTY TO ACT IN ANY MANNER WHICH IS INCONSISTENT WITH OR PROHIBITED UNDER:

(I) ANY APPLICABLE ANTI-BRIBERY AND CORRUPTION OR ANTI-MONEY LAUNDERING LAWS AND REGULATIONS;

(II) ANY US, UN, EU, UK, GREEK, FRENCH OR SWISS LAWS, REGULATIONS, SANCTIONS OR OTHER OFFICIAL US, UN, EU, UK, GREEK, FRENCH OR SWISS GOVERNMENT REQUIREMENTS APPLICABLE TO SUCH PARTY, RELATING TO FOREIGN TRADE CONTROLS, SANCTIONS, EXPORT CONTROLS, EMBARGOES OR INTERNATIONAL BOYCOTTS OF ANY TYPE.

IF CHARTERERS OR OWNERS, FIND THEMSELVES IN BREACH (OR IN A POSITION WHERE THEY WILL BE IN BREACH) OF ANY FOREIGN TRADE RESTRICTION, SANCTION OR PROHIBITION, IMPOSED BY THE US, UN, EU, UK, GREECE, FRANCE OR SWITZERLAND AS A RESULT OF PERFORMING THIS CHARTERPARTY, OWNERS (OR CHARTERERS, AS APPROPRIATE) WILL NOTIFY CHARTERERS (OR OWNERS, AS APPROPRIATE) IMMEDIATELY (WHETHER BEFORE, DURING OR AFTER LOADING) OF THE PROBLEM.

ANY EXTRA WAR RISK TO BE FOR CHARTERER'S ACCOUNT AND SETTLED DIRECTLY BY THEM.

SANCTIONS CLAUSE

CHARTERERS CONFIRM AT THE TIME OF ENTERING INTO THIS CHARTERPARTY THAT TO THE BEST OF THEIR KNOWLEDGE **THE CARRIAGE OF CARGO UNDER THE CHARTERPARTY IS NOT PROHIBITED AND CONFIRM THAT TO THE BEST OF THEIR KNOWLEDGE THEY AS WELL AS SUBCHARTERERS IN THE CASE OF ANY SUBLET, SHIPPERS, RECEIVERS AND CARGO INTERESTS, FULLY COMPLY WITH APPLICABLE TRADE OR ECONOMIC SANCTIONS OF THE EUROPEAN UNION OR THE UNITED STATES OF AMERICA OR SWITZERLAND OR FRANCE OR THE UNITED NATIONS OR ANY OTHER SUPRANATIONAL OR INTERNATIONAL GOVERNMENTAL ORGANISATION.**

CHARTERERS WARRANT AT THE TIME OF ENTERING INTO THIS CHARTERPARTY TO THE BEST OF THEIR KNOWLEDGE THAT THE CARGO SUPPLIED TO THE VESSEL UNDER THIS CHARTER PARTY DOES NOT ORIGINATE IN IRAN, SYRIA OR CRIMEA AND/OR HAS NOT BEEN EXPORTED FROM CRIMEA OR SYRIA OR IRAN.

CHARTERERS FURTHERMORE WARRANT AT THE TIME OF ENTERING INTO THIS CHARTERPARTY AND TO THE BEST OF THEIR KNOWLEDGE THAT THE CARGO SUPPLIED TO THE VESSEL DOES NOT ORIGINATE FROM, WHETHER DIRECTLY OR INDIRECTLY, AND THAT DELIVERY OF THE CARGO WILL NOT TAKE PLACE TO ANY PARTY THAT, DIRECTLY OR INDIRECTLY IS ANY PERSON/ENTITY LISTED ON THE US OFFICE OF FOREIGN ASSET'S CONTROL LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS OR ANY SIMILAR LISTS OF SANCTIONED OR RESTRICTED PARTIES AS PART OF ANY EU SANCTIONS PROGRAM (INCLUDING WITHOUT LIMITATION IN ANY RELEVANT EU REGULATION) OR ANY UN SANCTIONS PROGRAM WHICH RELATES TO FOREIGN TRADE CONTROLS, EXPORT CONTROL OR EMBARGOES, INCLUDING BUT NOT LIMITED TO ANY SANCTIONS PROGRAM INVOLVING IRAN AND/OR SYRIA AND/OR CRIMEA;

LIKEWISE, OWNERS WARRANT THAT TO THE BEST OF THEIR KNOWLEDGE THE VESSEL, ITS EQUIPMENT, CREW AND NECESSARIES SUPPLIED TO THE VESSEL HAVE NOT BEEN CHARTERED PURCHASED, SUPPLIED, OR HIRED (AS APPROPRIATE) FROM (WHETHER THROUGH INTERMEDIARIES OR OTHERWISE) ANY PARTY THAT IS LISTED ON THE US OFFICE OF FOREIGN ASSET'S CONTROL LIST OF SPECIALLY DESIGNATED NATIONALS AND BLOCKED PERSONS, SIMILAR LISTS OF SANCTIONED OR RESTRICTED PARTIES AS PART OF ANY EU SANCTIONS PROGRAM (INCLUDING WITHOUT LIMITATION IN ANY RELEVANT EU REGULATION) OR ANY UN SANCTIONS PROGRAM WHICH RELATES TO FOREIGN TRADE CONTROLS, EXPORT CONTROL OR EMBARGOES, INCLUDING BUT NOT LIMITED TO ANY SANCTIONS PROGRAM INVOLVING IRAN AND/OR SYRIA AND/OR CRIMEA;

EACH OF OWNERS AND CHARTERERS WILL INDEMNIFY THE OTHER IN FULL FOR WHATEVER LOSSES, EXPENSES AND DAMAGES IT MAY SUFFER AS A RESULT OF NON-COMPLIANCE WITH SUCH SANCTIONS BY THE OTHER.

IF CHARTERERS OR OWNERS, FIND THEMSELVES IN BREACH (OR IN A POSITION WHERE THEY WILL BE IN BREACH) OF ANY FOREIGN TRADE RESTRICTION, SANCTION OR PROHIBITION, IMPOSED BY THE US, UN, EU, UK, GREECE, FRANCE OR SWITZERLAND AS A RESULT OF PERFORMING THIS CHARTERPARTY, OWNERS (OR CHARTERERS, AS APPROPRIATE) WILL NOTIFY CHARTERERS (OR OWNERS, AS APPROPRIATE) IMMEDIATELY (WHETHER BEFORE, DURING OR AFTER LOADING) OF THE PROBLEM.

OTRAS CLÁUSULAS GENERALMENTE USADAS:

-TRADING AREA: ALWAYS BETWEEN SAFE PORT / SAFE BERTH / SAFE ANCHORAGE AAAA WW WITHIN IWL WITH USSUAL EXCLUSIONS (SEE TRADING RANGES) **BUT INCLUDING VENEZUELAN PORTS (SPECIAL VENEZUELA CLAUSE TO APPLY, WHICH IS ATTACHED NAMELY 'VENEZUELA CLAUSES AMENDED.DOC'. MOREOVER CHARTERERS GUARANTEE/WARRANT THAT PDVSA NOR ANY ENTITY ON OFAC'S SDN LIST WILL NOT APPEAR/BE PRESENT NOR BE MENTIONED IN ANY/ALL CARGO DOCUMENTS WHILE THE VESSEL THROUGHOUT THE PERIOD OF THIS CHARTERPARTY").**

…()… IT IS UNDERSTOOD THAT TRADING "TO" AND "FROM" VENEZUELA ARE INCLUDED PROVIDED THAT PVDSA WILL NOT BE STATED IN CARGO DOCUMENTS (BS/L, CARGO MANIFEST, ETC). CHRTRS HAVE THE RIGHT TO LOAD CPP FROM AND TO PDVSA ANY SANCTIONS OVER THE CARGO TO APPLY FOR CHRTRS ACCOUNT TIME, COST AND RISK, CHRTRS WILL DO THE BEST EFFORS TO AVOID THAT PDVSA STATED THE OBL, CARGO MANIFEST, ETC.

2. Cómo afectan las sanciones a la cobertura de seguro que ampara a armadores/fletadores.

Sección 1 (b) (i) de la Orden Ejecutiva 13884 autoriza la imposición de sanciones contra cualquier persona (incluso no norteamericana) que brinde asistencia material, bienes y servicios en apoyo de cualquier persona cuya propiedad e intereses en la propiedad estén bloqueados (PDVSA).

¿La provisión de transporte marítimo / seguros cae dentro de esa asistencia material o servicios en apoyo …?

- Desde la perspectiva del P&I, el Club asegurador podría correr el riesgo de violar las sanciones de los Estados Unidos, dado que la OFAC puede considerar que la provisión de cobertura equivaldría tanto a asistencia material como a un servicio en apoyo de un armador sancionado (designado).
- Las reclamaciones derivadas de comercios ilegales o bloqueos se excluyen de la cobertura y del *pooling*, pudiendo el Club, según sus reglas, cancelar o suspender la cobertura por el período durante el cual sea ilegal proporcionar un seguro de P&I a un miembro que surja de la imposición de sanciones.

- Bajo la cobertura de casco, las reclamaciones derivadas de comercios ilegales o bloqueos también están excluidas.
- El Club normalmente no podría proporcionar seguro a un buque o armador sancionado (designado) por la OFAC.
- Las sanciones pueden exponer al Club a no recobrar por completo bajo el contrato de reaseguro que tienen dentro del Grupo Internacional (IG), con respecto a reclamos que excedan la reserva del pool (actualmente US$100 millones), y que involucren a Venezuela.
- Dichas deficiencias pueden afectar la habilidad de los aseguradores en sus recobros.
- En general, las sanciones imposibilitan el normal funcionamiento de la cobertura y manejo de los reclamos.

Por otro lado, y en razón de las sanciones aplicadas, la contratación o fletamento de buques también está sujeto a un proceso de ***due diligence***, por parte de los aseguradores, para lo que generalmente debe llenarse un formulario al efecto:

Venezuela Voyage Due Diligence Information – Hull & Marine

1. Name of the Insured and Nationality.	
2. Confirm premium currency.	
3. Is there any additional premium payable for this voyage?	
4. Name of the vessel and IMO number/flag.	
5. Nature of the goods/cargo (be as specific as possible).	
6. End use of the goods/cargo.	
7. Where is the end destination of the goods/cargo?	
8. Place of origin of the goods/cargo.	
9. What is the loading port?	

10. What is the date of loading?	
11. What is the discharge port?	
12. What is the date of discharge?	
13. Confirm the identities and nationalities of the following (as applicable). Provide as much detail as possible:	
14. Vessel owner	
15. Loading port agents	
16. Discharge port agents	
a. Port operator and/or authority	
b. Shipper	
c. Supplier	

d. Charterer	
e. Buyer	
f. Seller	
g. Consignee	
h. End User	
i. Is there a sanctions clause in the policy? Confirm that this is JH2010/009 or equivalent.	
j. Confirm that there are no US persons involved in the transaction at any stage.	
k. In the event that there is any US involvement in the transaction, please provide OFAC licence demonstrating authorization by OFAC.	

17. Confirm there are no European persons subject to financial sanctions or US specially designated individuals involved at any stage in the transaction.	
18. Is there any aspect of this transaction that may cause insurers, brokers or any other entity to breach UK, EU or US sanctions?	
19. Confirm there is no carriage of goods which can be used in the construction of Weapons of Mass Destruction.	
20. Confirm the transaction does not involve the movement of controlled goods, weapons, or the export/import of arms and equipment which might be used for internal repression.	

21. Confirm the transaction does not involve the import or export of dual use goods or technology for example telecommunications systems and equipment, information security systems and equipment, nuclear technology or low-enriched uranium.	
22. Is there any involvement with OFAC SDN Petroleos De Venezuela S.A. (PDVSA) including subsidiaries owned by PDVSA?	
23. Is there any involvement with the following OFAC SDNs: **Averuca C.A.** **Globovision Tele C.A.** **Seguros La Vitalicia C.A.** **Corpomedios GV** **Inversiones C.A.**	
24. Was the underlying contract in question in effect prior to 28 January 2019?	

NOTE: This checklist is designed to provide a non-exhaustive outline of key questions that are likely to arise during the conduct of due diligence in respect of shipments to Venezuela. If no additional concerns are raised out of the answers to the above questions (and such questions are answered in sufficient detail) insurers expect to be able to provide cover in respect of Venezuelan risks. Any such coverage will be strictly subject to the sanctions clause set out in the relevant wording remaining paramount and, in particular, compliance with the restrictions set out by OFAC.

3. Posición del tráfico de línea regular (liner) frente a las sanciones

La situación de las sanciones en el caso del tráfico de línea regular, es todavía más delicado. La mayoría, sino la totalidad, de estas navieras tienen oficinas en los Estados Unidos, por lo que tales sanciones podrían tener particular impacto en sus negocios.

Es, además, complejo para ellas porque deben cerrar fletes a nivel mundial lo que en la práctica las expone más fácilmente a errores internos. Por tal motivo, deben elaborarse instructivos internos para guía de su personal alrededor del mundo y, en algunos casos, introducirse modificaciones en sus sistemas.

Basta revisar los sitios web de estas líneas navieras para encontrar circulares, instrucciones, advisory notes, etc., relativas al tráfico desde y a Venezuela.

MAERSK

CUSTOMER ADVISORY

23/08/2119

Maersk – Embarques desde/hacia Venezuela

Estimado cliente,

A partir del 5 de agosto de 2019, el gobierno de los EE. UU. Impuso sanciones que prohíben la aceptación de carga hacia / desde cualquier entidad de propiedad o controlada por el gobierno venezolano. Estas nuevas sanciones se suman a las personas y entidades venezolanas (p. Ej., PdVSA y el Banco Central de Venezuela) que ya figuran en la lista de nacionales especialmente designados de la OFAC. Para obtener más información sobre las sanciones de Venezuela, visite https://www.treasury.gov/resource-center/sanctions/Programs/pages/venezuela.aspx.

Para garantizar el cumplimiento de las sanciones de los Estados Unidos contra Venezuela, los negocios de Maersk han dejado de aceptar carga hacia o desde entidades gubernamentales venezolanas.

Por lo tanto, Maersk requiere lo siguiente al enviar a Venezuela:

- El destinatario debe ser indicado al momento de la reserva
- Las instrucciones de envío deben contener la siguiente información completa:

  - Nombre del destinatario - no se aceptan "To Order" ni destinatarios extranjeros
  - Nombre de la primera notificación
  - Descripción completa del producto / carga
  - Nombre del receptor final si la carga se envía a través de un freight forwarder
  - Todas las secciones venezolanas en las instrucciones de envío deben incluir identificación fiscal, teléfono y correo electrónico

Para las exportaciones desde Venezuela, se debe especificar el Remitente original (no solo el freight forwarder) de la carga.

La carga no se embarcará a menos que se cumplan los requisitos anteriores.

Gracias por su apoyo continuo y en caso de tener alguna pregunta, por favor comuníquese con su representante de Servicio al Cliente.

Reciba un cordial saludo,
Maersk

MAERSK

Customer Advisory

Envíos a/desde Venezuela

Estimado cliente,

A partir del 5 de agosto de 2019, el gobierno de los EE. UU. Impuso sanciones que prohíben la aceptación de carga hacia / desde cualquier entidad de propiedad o controlada por el gobierno venezolano, además de las que figuran en la lista de nacionales especialmente designados de la OFAC.

Para garantizar el cumplimiento de las sanciones mencionadas, Maersk requiere lo siguiente al enviar a/desde Venezuela:

- Ambos embarcador y destinatario debe ser indicado al momento de la reserva
- Las instrucciones de envío completas son mandatorios dentro de la fecha limite de documentación

La carga no se embarcará a menos que se cumplan los requisitos anteriores.

Gracias por su apoyo continuo y en caso de tener alguna pregunta, por favor comuníquese con su representante de Servicio al Cliente.

Atentamente,
Maersk

Dear Customer,

The US President has issued Executive Order 13884 ("Blocking Property of the Government of Venezuela") on August 5, 2019, essentially making it unlawful to trade with the Government of Venezuela or any of its agencies. For more information regarding Venezuela sanctions, please visit www.treasury.gov and look for ¨Office of Foreign Assest Control¨ or click here

It is strongly recommended to perform careful due diligence before agreeing to any trade connected the Government of Venezuela or any of its agencies and thereby ensure no **USD** transactions are executed. This is as a precautionary measure since US licensed banks may take further stringent steps.

To be in full compliance with the new regulation we require the following when shipping to Venezuela:

A completed Shipping Instruction must be received 48 hours prior to cargo cut-off.

The Shipping Instruction must contain:

- Shipper name
- Consignee name (no TO ORDER no foreign consignee accepted)
- Notify Party name
- Full commodity/cargo description
- Tax ID
- Phone and email contact

No changes will be accepted to the Shipping Instruction after submission.
Cargo will not be loaded if these requirements are not met.
These requirements become effective September 16, 2019 and remain in effect until further notice.

Please contact your Hapag Lloyd representative with any questions that you may have.

Kind regards,

Hapag-Lloyd AG

- A copy of Executive Order 13884 is available here.
- A copy of US Department of the Treasury Venezuela FAQs is available here.
- Copies of the General Licenses are available here.

The Merchant is responsible for all necessary clearances and licenses (as per Clause 12 Hapag-Lloyd Bill of Lading/Sea Waybill Terms and Conditions).

Chairman of the Supervisory Board: Michael Behrendt
Executive Board: Rolf Habben Jansen (CEO), Nicolás Burr, Anthony J. Firmin, Joachim Schlotfeldt
Registered Office: Hamburg, Company Register: Amtsgericht Hamburg HRB 97937

Hapag-Lloyd

Conclusiones

- Las sanciones ciertamente están causando serios daños a nuestro comercio internacional, aunque es verdad que se están instrumentando algunos mecanismos para sobrellevarlas.
- La disponibilidad o no de cobertura de seguros, depende del proceso de ***due diligence*** y sus resultas, representando aquél un aspecto delicado en la toma de decisiones.
- Mientras en el marco de los contratos de fletamento, la voluntad de las partes permite la discusión y negociación de cláusulas dirigidas a distribuir las responsabilidades, en el tráfico de línea regular la disponibilidad de fletes se reduce marcadamente.

GRACIAS…

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