

Andreas Furrer
(Editor)

Transportation Law on the Move

Challenges in the Modern Logistics World



The scope of this book is to present the cornerstones of a modern transportation law embedded in a modern logistics and supply chain environment. For this purpose, internationally leading experts write contributions on specific topics of transportation law. The authors compare different legal approaches and present conceptually convincing answers. In addition, they discuss unsolved issues in transportation law.

In a first step, the challenges and chances regarding the transformation of the transportation market will be illustrated. Subsequently, several key topics such as the basic principles in transportation law, regulative frameworks for digital freight documents and a look towards a modern logistics will be covered. In conclusion, the insights for a reform in Swiss transportation law reform are identified.

The target audience of this book are transportation law experts in academia and law making, but also experts in the practice of law.

Prof. Dr. Andreas Furrer
(Editor)

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Preface

This volume brings together the thoughts of a well-known specialists on the latest developments in transport and logistics law from all over the world. The authors joint a conference held on 25th/26th of April 2019 at the University of Lucerne, organized by the Competence Center for Logistics and Transport law (KOLT). At this conference, 20 speakers from 6 different countries shared their experience, analysis and visions on modern national and international transportation law embedded in a modern logistics and supply chain management. While the predominant number of speakers were internationally recognized academic experts in transportation law, practitioners in leading positions were also present.

The aim of the conference was to compare and share the lessons learned from different legal approaches of jurisdictions such as China, Japan, Sweden, Germany, the Netherlands and Switzerland, as well as discussing flaws and potential reforms of International Conventions and new model laws. These findings may serve as a basis for recommendations regarding a potential reform of swiss transport law.

The theme of this conference was raised within the framework of the KOLT, and the conference was organised under my leadership as Director of the KOLT. To organize such an international conference would not be possible without the great support of the entire KOLT-team who managed to provide a dignified and effective framework for this event (PD Dr. Viola Heutger, Dr. Juana Vasella, MLaw Ramona Fischer, Colette Lenherr and especially BLaw Elias Aliverti, who was responsible for the production of this volume). Finally, I would like to thank all speakers and guests who contributed with their presentation and discussions to the success of the conference and this book.

I would also like to thank the Research Commission of the University of Lucerne, the Faculty of Law of the University of Lucerne, the Verein Netzwerk Logistik (VNL), the Helmuth M. Merlin Foundation and the Swiss National Science Foundation for their generous support of this project. These contributions made not only possible to hold this conference but also to publish this volume in addition to a successful conference. I finally thank Stephan Grieb from the Stämpfli-Verlag for the inclusion in the present publication series Transport and Logistics Law.

Lucerne, October 2019

Prof. Dr. Andreas Furrer

KOLT Schriftenreihe 11

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List of Abbreviations

2 PL	Two Party Logistics
2nd Cir.	United States Court of Appeals for the Second Circuit
3 PL	Three Party Logistics
4 PL	Four Party Logistics
A&NZ Maritime Law Journal	Australian and New Zealand Maritime Law Journal
AB SSV	Allgemeine Bedingungen des Schweizerischen Spediteurverbands
ACM SIGSPATIAL	Advancing Spatial Computing Special Interest Group on Spatial Information
AcP	Archiv für die civilistische Praxis (Heidelberg)
ADSP	Allgemeine Deutsche Spediteurbedingungen
AG	Advocate General (ECJ)
AG	Aktiengesellschaft
AG	Assembly General
AGB	Allgemeine Geschäftsbedingungen/General Terms and Conditions of Business
AHB	Allgemeine Haftungsbedingungen
AIIB	Asian Infrastructure Investment Bank
AJP	Aktuelle Juristische Praxis (Zurich)
All. E.R.	The All England Law Reports (London)
Anwaltsrevue	Anwaltsrevue (Bern)
App.	Appendix
approx.	approximately
Arr.Cass.	Arrêts de la Cour de Cassation/Arresten van het Hof van Cassatie
Art./art.	Article/Articles
ASDA	Association Suisse de Droit Aérien et Spatial

AWB	Air Waybill
B/L	Bill of Lading
B2B	Business-to-Business
B2C	Business-to-Consumer
BBl.	Bundesblatt
BC	Before Christ
Bd.	Band/Teilband
BeckRS.	Beck Rechtsprechung (Munich)
BGE	Decisions of the Swiss Federal Supreme Court
BGH	Bundesgerichtshof/German Federal Court of Justice
BGHZ	Entscheidungen des Bundesgerichtshofes in Zivilsachen
BIFA	British International Freight Association
BJM	Basler juristische Mitteilungen (Reinach BL)
BL	Basel Landschaft
BRI	Chinese Belt and Road Initiative
BRICS	Brazil, Russia, India, China, South Africa
BT	Bulletin de Transports (Paris)
BT-Drucksache	Drucksachen des Deutschen Bundestages
Bus. L.R.	Business Law Reports (London)
BV	Besloten Vennootschap/Private limited company (Netherlands)
C.L.C.	Commercial Law Cases (London)
Can. Fed. Ct.	Canada Federal Court
Cass.	Hof van Cassatie (Belgium)
Ch./ch.	Chapter
CHF	Swiss Frank
Chinese Journal of Maritime Law	Chinese Journal of Maritime Law (Dalian, China)

CHK-SCO	Handkommentar zum Schweizer Privatrecht
ciph.	cipher
Circulation routière	Circulation routière/Strassenverkehr (Zurich/ St. Gallen)
CISG/Vienna Sales Convention	United Nations Convention on Contracts for the International Sale of Goods, adopted at Vienna on 01 January 1980, 1489 UNTS 3
CIT	International Rail Transport Committee
cit.	cited as
cl.	clause
CLFS	Chongqing Logistics Financing Service Co. Ltd.
CMI	Comité Maritime International
CMI Rijeka Conference Report	Comité Maritime International, Report of the 24th Conference, Rijeka Conference 1959
CMI Stockholm Conference Report	Comité Maritime International, Report of the 26th Conference, Stockholm Conference 1963
CNUDCI	UNCITRAL
CO	Droit des obligations (SR 220)
CO ³	Collaboration Concepts for Comodality
COD	European Parliament Committee report
COM	Documents of the European Commission
Comm.	Commentary
Cons.	Consideration
COSCO	China Ocean Shipping (Group) Company
Cour Paris	Cour d'appel Paris
CT	Combined Transport-Contract
CT	Connecticut

Denkschrift CMNI	Denkschrift CMNI, Gesetzesentwurf der Bundesregierung vom 11. August 2006 zu dem Budapester Übereinkommen vom 22. Juni 2001 über den Vertrag über die Güterbeförderung in der Binnenschifffahrt (CMNI), BT-Drucksache 563/2006 (Germany)
Dir. mar.	Il Diritto Marittimo (Rome)
Diss.	Dissertation
Dr.	Doctor
DTV-VHV	Deutscher Transport-Versicherungs-Verein Verkehrshaftungsversicherung
e-AWB	electronic Air Waybill
e-CMR	electronic consignment note
E.	Erwägung/Consideration
e.g.	for example
E.R.	English Reports (London)
EC	European Council
ECJ	European Court of Justice
Ed.	Editor/s
EDI	Electronic Data Interchange
EEA	European Economic Area
EEC	European Economic Community
eFTI	electronic freight transport information
EJCCL	European Journal of Commercial Contract Law (Paris)
et al.	and others
et seq.	and following
ETL	European Transport law (Antwerp)
ETR	electronic transferable records
EU	European Union
EUR/€	Euro

EWCA Civ	England and Wales Court of Appeal – Civil Division
EWHC	High Court of England and Wales
f./ff.	and the following page/pages
FBL	FIATA Combined Bill of Lading
FCIB	Association of Executives in Finance, Credit & International Business
FCL	Full Container Load
Fiata	International Federation of Freight Forwarders Associations
FIO	Free In Out
FIOST	Free In Out and Stowed
fn.	footnote/footnotes
Frankfurt a.M.	Frankfurt am Main
GA	The United Nations General Assembly
GBP	British pound sterling
GC Spedlogswiss	General Conditions of Spedlogswiss
GmbH	Gemeinschaft mit beschränkter Haftung/private limited company
GNP	Gross National Product
GTC	General Terms and Conditions
GTC Joint Contract	General Terms and Conditions Applying to Joint-contracting for Freight Traffic of the CIT
Habil.	Habilitation
Hague Conference Report 1921	International Law Association, Report of the Thirtieth Conference Held at The Palace of Peace, The Hague, Holland, 30th August – 3rd September, Vol. 2, 1921
Hague YB Int. Law	Hague Yearbook of International Law/Annuaire de La Haye de Droit International
Han rei Jiho/ Hanrei-jiho	Hanrei Jiho [Case Law Reporter] (Tokyo)

HAVE	Haftung und Versicherung (HAVE)/ Responsabilité et Assurances (REAS) (Zurich)
HAWB	House Airway Bill
HCA	High Court of Australia
HGB	Handelsgesetzbuch (Germany)
HKTDC	Hong Kong Trade Development Council
House B/L	House Bill of Lading
HR	Hoge Raad der Nederlanden/Supreme Court of the Netherlands
i.e.	that is to say
IAPH	International Association of Ports and Harbours
IATA	International Air Transport Association
Ibid.	in the same place
ICC	International Chamber of Commerce
ICS	International Chamber of Shipping
IEOM	Industrial Engineering and Operations Management
ILA	International Law Association
IMF	International Monetary Fund
Inc./inc.	incorporated
IOT	Internet of Things
IPRG	Swiss act on international private law (SR 291)
ISA2 programme	Programme on interoperability solutions and common frameworks for European public administrations, businesses and citizens
IT	Information Technology
IUMI	International Union of Marine Insurance
J. Comp. Leg. & Int. L.	Journal of Comparative Legislation and International Law (London)
J. Transp. Econ. & Pol'y	Journal of Transport, Economics and Policy (London)

JCC	Japanese Commercial Code
JIFFA	Japan International Freight Forwarders Association Inc.
JIML	Journal of International Maritime Law (Oxford)
JLEO	Journal of Law, Economics and Organization
JMLC	Journal of Maritime Law and Commerce (Baltimore MD)
JOR	jurisprudentie onderneming & recht (The Hague)
Journal of International Economics	Journal of International Economics (Amsterdam)
JPY	Japanese Yen
Jusletter	Jusletter (Bern)
JWB	Juridisch Wetenschappelijk Bureau
Kg/kg	Kilogram/Kilograms
Kh. Brussel	Ondernemingsrechtbank/Rechtbank van Koophandel – Tribunal de l’Entreprise/du Commerce (Brussels)
KOLT	Kompetenzzentrum für Logistik- und Transportrecht/Center for Logistics and Transport Law
KTNET	Korea Trade Net
KuKo SCO	Short Commentary SCO
L & P of Int. Courts and Tribunals	The Law & Practice of International Courts and Tribunals (The Hague)
L.S.G.	Law Society’s Gazette (London)
LCL	Less than Container Load
lit.	litera/literas
LJ	Lord Justice
LL.M.	Magister Legum
Lloyd’s Rep.	Lloyds Law Reports (London)