

JULY 2020

QUARTERLY UPDATE

Maritime and Transport Law



NJORD

LAW FIRM

QUARTERLY UPDATE JULY 2020

WHAT ARE WE FOCUSING ON?

In this quarterly update, we provide an update on the legal developments in the transportation industry. We look, among other things, at the Mobility Package and at the Danish act on collective bargaining conditions for the road transport sector, both of which have recently been finally adopted.

In road transport, we also look at the rules on rent and taxation and the question of whether return pallets constitute an aid or a "commodity", which is important in cabotage, VAT liability, and liability under the CMR Act.

Ship arrests, maritime liens, liens on goods, as well as container demurrage and detention have all been put back on the agenda, so we are looking at these as well, of course.

And then we would like to share the news that we have entered into a large legal merger that significantly strengthens our presence in Central Jutland (Midtjylland).

- Happy reading!



Written by Ulla Fabricius, Attorney at law (H) and Partner at NJORD Law Firm.

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On 10 July 2020, the much-publicised **MOBILITY PACKAGE** was adopted by the European Parliament. Many carriers should focus on compliance in the near future to ensure that the company can comply with the new comprehensive rules. Read along below.

The special Danish legislation, which was based on the political **AGREEMENT ON THE COLLECTIVE TERMS AND CONDITIONS OF THE ROAD TRANSPORT SECTOR**, has also been finally adopted. This will have a significant impact on, among other things, the remuneration of drivers who carry out cabotage operations in Denmark or the road part of combined transport in Denmark. Here, too, the transport company will need to adapt to the new rules, including by adjusting freight agreements to the changed cost level.

BUT what is the wage that transport companies have to include in the budget? Read more about this on the following pages.

The new rules will also have an impact on the issue of **HIRING-OUT OF LABOUR** and taxation of the road transport sector. Read more about what is happening in this area in relation to the transport industry.

In some legal contexts, **RETURN PALLETS** constitute "goods" and in other "auxiliary materials" – but what does it mean? We will address this below.

In times of economic crisis, we always see an increase in inquiries related to the making or averting **ARREST IN SHIPS**. Therefore, we have also made an easily accessible overview of this subject in this quarterly update.

Likewise, there are many questions about **MORTGAGES AND LIENS ON GOODS**, which are in possession of the transporters. Years ago, we wrote about this:

> [Read about important ruling from the Danish Supreme Court on corporate mortgages here \(in Danish\)](#)

We recently prepared a brief about **CONTAINER DEMURRAGE AND DETENTION**. Because of COVID-19, many containers loaded with goods are stranded for a shorter or longer period, and here there is certainly a good reason to avert substantial claims for having "borrowed/rented" the containers for longer than originally agreed. Some may think that they have sold on FOB terms and may also have been paid under the letter of credit, so they cannot be liable for the extra costs. But here they may be gravely mistaken. You can read or reread our update here:

> [New U.S. rule on container demurrage and container detention in light of COVID-19 \(in Danish\)](#)

Our brief about the transport company, who was ordered by the Danish Maritime and Commercial Court to indemnify a trailer hire company from **PRODUCT LIABILITY** related to damage to medicines caused by a defective refrigerating machine, has aroused great interest. This interest is understandable, as transport companies in general rent refrigerated trailers without any great focus on the fact that trailer hire companies to a wide extent in their standard conditions have provisions according to which the renter of the trailers must indemnify the trailer hire company from any product liability. Thus, a transport company may actually end up having to pay full compensation under the rules on product liability for damage to goods caused by a defective refrigerated trailer –without any limitation of liability. Therefore, we recommend that transport companies review their trailer rental contracts and liability insurance to ensure that any liability is covered by insurance. The judgment of the Danish Maritime and Commercial Court has been appealed to the Eastern High Court. Read or reread our brief

about the judgment:

> [A trailer hire company had in an agreement with a transport company validly disclaimed liability for product damage caused by a rented trailer on a shipment of medicines \(in Danish\)](#)

Finally, we must briefly draw attention to a **NEW JUDGMENT** of the Danish Maritime and Commercial Court of particular interest. It addresses the issue of time limitation of claims for a full indemnity under Section 501(2) of the Danish Maritime Act, including claims for a full indemnity under point 6 of Section 501(1) of the Maritime Act.

The question in the case was whether, by agreeing to extend the limitation period for the main claim, the parties in the main relationship could effectively extend the limitation period for a claim for a full indemnity for a similar period, or whether the acceptance of the indemnitor in the indemnity relationship was required?

This question arises because claims for a full indemnity under Section 501(2) of the Maritime Act have a limitation period of one year from the date on which the main claim was paid, or legal proceedings were initiated.

The Danish Maritime and Commercial Court found that the limitation period cannot be extended beyond the total limitation period of two years – one year for the main claim and one year for the claim for a full indemnity– without the acceptance of the indemnitor in the indemnity relationship.

So be aware of the time limitations regarding a claim for a full indemnity you are working on resolving the main claim.

UPDATE

A STATUS ON THE ROAD TRANSPORT INDUSTRY



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NEW DANISH REQUIREMENT FOR TRANSPORT COMPANIES' COST LEVEL

In January 2020, a broad majority in the Danish Folketing reached a political agreement with the aim of ensuring a level playing field for both Danish and foreign drivers who carry out commercial transport in Denmark. The basis for the political agreement was the Committee report of December 2019 on "Ensuring orderly conditions in the area of road transport".

The political agreement has resulted in an amending law passed in the Folketing on 9 June 2020. The new regulation brings about changes to the Act on Freight Driving, the Act on Busses, the Act on the Posting of Workers, and the Act on the Labour Court and Professional Arbitration Courts, which are expected to have a major impact on both Danish and foreign transport companies planning to carry out freight transport in Denmark after the act enters into force on 1 January 2021.

Our comments on the committee report and the political agreement can be read here:

> [Agreement on a level playing field for drivers in Denmark \(in Danish\)](#)

COST LEVEL AND WAGES BASED ON COLLECTIVE AGREEMENT

– WHAT DOES IT MEAN?

In the future, *Danish transport companies* with transport permits for heavy-duty vehicles of 3,500 kg or above must follow a cost level which does not deviate unequivocally or significantly from the collective agreements concluded by the most representative labour market parties and which apply throughout the Danish territory. In this way, the agreements of the representative labour market parties will in the future set a guideline standard for the level of costs in the agreements negotiated between the other labour market parties in the road transport area. According to the preparatory legislative work for the act, the level of costs will be determined as capitalisation of the total cost of the provisions of the collective agreements on the costs of wage, overtime, pension, days off in addition to the minimum set by the Holiday Act, etc.

In the future, demands will also be made on the

hourly wages *foreign transport companies* pay to drivers who carry out cabotage or the road transport part of combined transport in Denmark under a new Chapter 4a of the Act on the Posting of Workers. The hourly wage of foreign drivers will be determined by the Danish Minister for Transport on the basis of the wage provisions in the agreements of the most representative labour market parties. According to the committee report, there will be a "minimum wage" without any allowances for evening or night work or seniority – i.e. a minimum wage without the surcharges which will be part of the setting of the guideline cost level for the Danish transport companies.

The Danish minimum wage requirement for foreign drivers must not be discriminatory against foreign transport companies who have access to carry out road transport in Denmark under EU rules. In our opinion, this means that the foreign transport companies who have drivers driving in Denmark can base their wages on the minimum wages of export drivers in the guiding Danish collective agreements – as these will be foreign export drivers who, in the case of international transport, carry out national trips within Denmark in the form of cabotage or the road transport part of combined transport.

OBLIGATION TO NOTIFY AND SUPERVISION

In order for the authorities to supervise the compliance with the new rules, going forward, foreign transport companies must notify cabotage and carrying out the road transport part of combined transport to the Danish Business Authority no later than at the same time as the transport commences. A new separate reporting system will be established in the area

of transport, and it will technically be integrated into the existing RUT register for foreign service providers. Apparently, a mobile display for the new reporting system will be available for drivers to notify driving on behalf of the company immediately.

In addition, the Minister for Transport has been granted the authority to lay down requirements for documentation, which must be presented by the foreign transport companies at the request of the Danish Transport Authority or the police in connection with checks. The committee report suggests that in particular this will be documentation in either Danish or English in the form of work contracts, payslips, and working time registrations for periods where the driver concerned has carried out cabotage or the road transport part of combined transport in Denmark in the last year calculated from the date of the check. By comparison, the registration period for driving and rest periods is 28 days, although the registration period will be extended to 56 days when the Mobility Package enters into force.

WHEN WILL THE NEW RULES COMMENCE??

Danish transport companies who have obtained a haulage permit before 1 January 2021 will not be covered by the new cost requirement until 1 July 2021. During the reading of the bill, the Danish Minister for Employment noted that before 1 July 2021, it is expected to be clarified whether a number of collective agreements other than those entered into with the most representative parties on the employee side, 3F - e.g. the agreement between Arbejdsgiverforeningen KA and Det Faglige Hus – meet the new requirements.

Despite the staggered date of entry into force, many transport companies will be dependent on

the Danish Transport Authority – which will be supervising compliance with the new rules – being able to decide as soon as possible which agreements meet the new requirements. Indeed, many transport companies will have to negotiate freight prices for 2021 with their customers in the autumn, and the expected cost of production of the transport companies will be an important element. In addition, the uncertainty surrounding the new level of costs will make it difficult for companies to manage internal employment relationships.

Similar uncertainty must apply to the foreign transport companies planning to carry out cabotage or the road transport part of combined transport in Denmark in 2021. The new wage requirement for these companies will enter into force as early as 1 January 2021. At this time,

companies will have to integrate both the new wage requirement internally into their business and measures to handle the notification requirement. It will be interesting to see if the comprehensive new checks and documentation requirements are in place on 1 January 2021.

The new Danish rules on posting of drivers have been implemented referring to the public policy provision of Article 3(10) of the Posted Workers Directive. It cannot be ruled out that the European Commission will, at some point, take an interest in whether the new Danish rules are public policy. This is reinforced by the fact that the report of the committee work behind the new rules assumes that there is a certain procedural risk associated with the use of the public policy provision when dealing with competition and working conditions in the transport area.

THE MOBILITY PACKAGE HAS BEEN ADOPTED

The new Danish rules on contractual conditions for the road transport sector advance the Mobility Package, which was adopted after a final vote by the Plenary session of the European Parliament on 9 July 2020.

THE RULES ON DRIVING AND REST PERIODS

In particular, the rules on driving and rest periods are at the forefront, as the rules commence as early as 20 days after their publication in the Official Journal of the European Union. This includes the new calculation of drivers' weekly rest and the requirement for drivers to return to the operational centre of the transport company in the country of establishment or the driver's residence. The new rules on driving and rest time will also apply to commercial vehicles between 2.5 and 3.5 tonnes.

The parts of the Mobility Package which are most intrusive in relation to the principle of free movement and environmental considerations do **not enter into force until 18 months after the**

publication of the rules in the Official Journal of the European Union. This includes the new sector-specific posting rules and the requirement to return the vehicle to the country of establishment every eighth week. Somewhat remarkably, an impact assessment of these rules must be carried out after their adoption. The question is whether the rules will also enter into force in their current form after such an analysis.

As a transport company, you should now begin preparing a plan for how you will handle the Mobility Package. This applies to both the urgent driving and rest time rules and the other parts of the Mobility Package, which will require major restructuring at some companies. The many new rules will work in conjunction with other EU and national regulations, including the new Danish changes, which sets requirements for both Danish and foreign companies' wages and collective bargaining conditions.

You can read more about the Mobility Package in our annual report:

[> Maritime and Transport Law's Annual Report 2019](#)



Eddie Stobart

CTM2

MS 197

CT204

001736

Blue semi-trailer

White semi-trailer

HIRING-OUT OF LABOUR

The rules on hiring-out of labour address situations where a Danish company is considered the real employer in tax law vis-à-vis an employee who is formally employed by a foreign company. If this is the case, the Danish company will be obliged to pay withheld tax on behalf of the employee in question in Denmark, cf. point 3 of Section 2(1) of the Danish Withholding of Tax Act. Understanding the rules on hiring-out of labour is essential to the many Danish freight forwarders and companies that hire foreign transport companies to carry out road transport to, in, and from Denmark.

The hiring-out of labour presupposes that the work carried out is integrated into the Danish

company in such a way that the company can, in fact, be regarded as an employer in relation to the work carried out. This assessment has been interpreted in a recent decision of the Eastern High Court in particular with regard to transport activities. In that decision, a Danish transport company which used foreign drivers employed by a subsidiary in another country for the performance of transport tasks was considered to be an employer in relation to the work carried out. Thus, the Danish transport company should have withheld tax and labour market contributions for the work of the foreign drivers. You can read our comments on this decision here:

> [Danish haulier's use of foreign drivers is covered by the rules on hiring-out of labour \(in Danish\)](#)

PALLETS - GOODS OR AUXILIARY EQUIPMENT?

Certain transport services require the use of pallets. Pallets are used by transport companies to ensure that the goods are transported efficiently by optimising load capacity while protecting the goods from damage when transported. The goods are often delivered to customers on pallets, which the transport companies can pick up again at a later date, which often occurs when unloading other goods to the same customer.

There are different ways to handle pallets. It is customary for different types of exchange systems to be concluded with customers or even actual pallet accounts, where accounts are kept over the pallets delivered and received from customers and other business partners. Pallets are usually considered as a standard item, where it is not crucial which pallet is returned – only that the pallet is of the same standard.

Pallets are interesting in several legal contexts, where the question is specifically whether the

pallets should be regarded as "commodities" or the carrier's own "auxiliary equipment".

According to the Danish Transport Authority's **CABOTAGE GUIDELINES**, the foreign transport company's *transport of pallets between two points in Denmark* will always be considered as the transport of goods and, thus, as cabotage operations. According to the Danish Transport Authority, this also applies when the pallets are return pallets that the transport company transports under a pallet exchange system when unloading goods at a customer.

On the other hand, if a foreign transport company *enters the country* carrying return pallets, the transport of the return pallets will not be considered a "real international carriage" which provides access to cabotage operations, as referred to in Section 28 of the Executive order on Road Haulage and section 5 of the Danish Transport Authority's Cabotage guidelines.

According to the authorities, the pallets do not function as genuine commercial goods when the return carrying pallets enters Denmark. This seems apparent in situations where the transport company does not receive freight to return the pallets why no consignment note or similar document documenting a transport agreement with a customer under the documentation requirement of Article 8(3) of the Cabotage Regulation has been drawn up. On the other hand, it is difficult to understand the reasoning of the authorities, when, when the same kind of driving between two points in Denmark, the pallets are classified as the actual transport of goods. The aim is to restrict the driving of foreign transport companies in Denmark, but the rule can be difficult to comply with in practice – not least because of the unconditional cumulative documentation requirements of the Cabotage Regulation, which presuppose that a genuine agreement has been reached on the transport of

a commodity.

The question of the function of standard pallets as a commodity in situations where several companies are part of an exchange system is also important from a **VAT LAW** perspective. In connection with an inquiry in August 2019, the Tax Assessment Council issued a binding opinion on this matter. The Tax Assessment Council confirmed that standard pallets in an exchange system do not constitute a commodity under VAT law. Conversely, pallets shall be regarded as lent to the other company or undertakings with which the company concerned has entered into agreements on exchange systems.

It has also been discussed in relation to the **CMR ACT** whether return pallets could be considered "goods" covered by the act or whether they might be considered to be auxiliary equipment. Jurisprudence in this area clearly points to the fact that return pallets are auxiliary equipment and not goods for the meaning of the CMR Act.

FOCUS ON COMPLIANCE

It is important to keep in mind that the requirement regarding good repute is expanded in connection with the upcoming Mobility Package. The requirement regarding good repute is the requirement that transport companies must meet to obtain and maintain haulage permits. Going forward, serious breaches of national tax legislation, breaches of cabotage rules, posting rules and conflict-of-law rules will prevent an enterprise from maintaining a haulage permit. It remains unclear what is to be regarded as "serious infringements" and how the requirement regarding good repute will be specifically enforced. Still, the expansion of the requirement must undoubtedly be seen as a signal to the industry that it is important to take charge of its organization.

NEED ADVICE?

At NJORD we are specialists in transport law and have a vast knowledge of the regulation of the road transport sector. Our transport team works in close cooperation with our specialists in the areas of, among other things, transport, tax, VAT, and labour law to ensure our clients in the transport industry the best advice in all legal areas.

We are available if you want to know more about the new Danish and EU rules in the road transport area, or if you have any questions about whether your transport company is compliant with the many old and new rules that are very much in focus at the moment.



NEW LARGE OFFICE IN SILKEBORG

NJORD EXPANDS WITH MERGER

NJORD Law Firm and Brockstedt-Kaalund are merging their businesses and forming Denmark's eighth largest law firm. The merger adds approximately 60 new employees and a large specialised office in Silkeborg.

As of 1 October 2020, the two law firms will join forces under the name of NJORD and count more than 260 people in Denmark and the Baltics. The merger is a significant strengthening of capacity and will provide the opportunity to benefit from expert knowledge – also internationally.

THE IMPORTANCE OF SIZE

'Size is an important factor in our industry. Professionalism is refined, large-scale operations keep legal costs down, and visibility attracts the most skilled persons. Together, we can run our business better and more efficiently,' says Lars Lokdam, Managing Partner at NJORD Law Firm.

Brockstedt-Kaalund announced earlier this year that they were ready to expand their business by merging.

AN EXCELLENT MATCH

The new company is focused on maintaining and expanding the original two law firms' core competences in specialized business consulting and some areas in private consulting.

'The merger is a significant reinforcement. In several areas, NJORD and Brockstedt-Kaalund are

an excellent match between competences which will benefit our business as well as our clients,' says Lars Lokdam, Managing Partner at NJORD Law Firm.

Brockstedt-Kaalund have, among others, a strong insolvency team, and in merging with NJORD's Copenhagen office containing many highly specialized departments, it will be able to solve major insolvency tasks.

The new volume will also make it possible to integrate new technology to a greater extent – this applies both to optimization of internal procedures and development of legal tech services for clients.

INTERNATIONAL AMBITIONS

'NJORD wants to continue to grow in Denmark with those who believe in solid professional standards and a strong international profile. With the largest German-speaking department in Denmark and lawyers from all the Nordic countries working from the Copenhagen offices, the international aspect will remain a priority,' says Lars Lokdam, Managing Partner at NJORD Law Firm.

FACTS ABOUT THE NEW MERGED LAW FIRM

- 205 employees, including 91 legal advisers in Denmark
- 55 employees, including 44 legal advisers in the Baltics
- Offices in Copenhagen, Aarhus, Silkeborg, Tallinn, Riga and Vilnius

AN AT-A-GLANCE GUIDE

SHIP ARREST IN DENMARK

In the maritime sphere, the arrest of ships is a common way of obtaining security for a claim and a way of enforcing a judgement or arbitral award in what is often a valuable and tangible asset of the debtor. The interest in using the ship arrest rules to secure and/or enforce a claim against a debtor is often increased in times of economic recession. The rules on arrest of ships differ from jurisdiction to jurisdiction.

Below is a guide on how Danish law answers some of the frequent questions asked before deciding whether to arrest a ship in Denmark.



Written by Christian Schaap, Attorney at law at NJORD Law Firm.

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WHICH INTERNATIONAL CONVENTION REGARDING THE ARREST OF SHIPS IS IN FORCE IN DENMARK?

The rules on arrest of ships in Denmark are subject to the 1952 Arrest Convention, which has been incorporated with some modifications in the Danish Merchant Shipping Act ("the MSA"). Also, the MSA incorporated the 1967 Brussels Lien Convention and the 1993 International Convention on Maritime Liens and Mortgages. The ship arrest process is set out in the Danish Administration of Justice Act ("the AJA").

APART FROM SHIP ARREST, ARE THERE OTHER FORMS OF ATTACHMENT ORDERS OR INJUNCTIONS AVAILABLE TO OBTAIN SECURITY?

Yes, Chapter 56 of the AJA provides a separate regime for arrest (attachment). Subject to these rules any asset, including ships, owned by the debtor may be arrested as security for a claim. These rules may be used to arrest a vessel owned by the debtor subject to the conditions in Section 627 of the AJA.

IN RESPECT OF WHAT CLAIMS CAN A VESSEL BE ARRESTED?

Such claims are listed in Section 91 of the MSA, which corresponds to article 1 of the 1952 Arrest Convention.

WHAT CLAIMS GIVE RISE TO A MARITIME LIEN IN DENMARK?

Such claims are listed in Section 51 of the MSA and include: (1) wages and other sums due to the master and other members of the ship as a result of their employment on board, (2) port, canal, other waterway dues and pilotage dues, (3) compensation for personal injury occurring in direct connection with the operation of the ship (4) compensation for damage to property in direct connection with the operation of the ship if the claim cannot be based on contract (5) rewards for salvage, removal of wrecks and contribution in general average.

IS IT POSSIBLE TO ARREST A VESSEL IN DENMARK, WHEN THE DEBTOR IS NOT THE REGISTERED OWNER OF THE VESSEL?

This is only possible if the maritime claim is



secured by a maritime lien. If not, it is a condition for the arrest of a ship that (i) the debtor is both the registered owner of the vessel and (ii) the liable party for the maritime claim, cf. Section 93(4) of the MSA. This differs from the 1952 Arrest Convention, cf. article 3 (4) of the Convention.

IS IT POSSIBLE TO ARREST A SISTER SHIP OR AN ASSOCIATED SHIP OF THE SHIP IN CONNECTION WITH WHICH THE CLAIM AROSE?

Yes, if the debtor is the registered owner of the sister/associated ship at the time of the arrest.

CAN A BAREBOAT (DEMISE) CHARTERED VESSEL BE ARRESTED IN RESPECT OF A CLAIM AGAINST THE BAREBOAT CHARTERER? CAN A TIME-CHARTERED VESSEL BE ARRESTED IN RESPECT OF A CLAIM AGAINST A TIME-CHARTERER?

No. Unless the claim is secured by a maritime lien over the vessel.

CAN A BUNKER SUPPLIER ARREST A VESSEL FOR A CLAIM FOR THE PRICE OF BUNKERS SUPPLIED TO THAT VESSEL PURSUANT TO A CONTRACT WITH THE CHARTERER, RATHER THAN WITH THE OWNER, OF THAT VESSEL?

No. A bunker claim is not secured by maritime lien under Danish law. For a claim brought against a demise charterer or time charterer, the claimant may, however, arrest any bunkers on board the vessel and owned by the charterer subject to the general rules on arrest (attachment) under the AJA Chapter 56. Arrest of bunkers on board a vessel may be denied by the court owing to practical difficulties and inconvenience caused to the ship or other third parties.

WHAT FORMALITIES ARE REQUIRED FOR THE APPOINTMENT OF A LAWYER TO MAKE THE ARREST APPLICATION? MUST POWER OF ATTORNEY OR OTHER DOCUMENTS BE PROVIDED TO THE COURT?

It is not necessary for the arresting party to issue any formal power of attorney when instructing legal counsel in Denmark. The claimant must make a written arrest application to the court outlining the facts of the claim with accompanying documentary evidence.

WHAT SECURITY MUST BE PROVIDED BEFORE AN ARREST IS MADE AND IN WHAT FORM?

The court will often require the claimant to provide security for the potential losses suffered as a result of an arrest. The amount of security to be put up will normally not amount to more than the equivalent of five days loss of hire. After the arrest is carried out further security may be required at the court's discretion. In practice a Danish bank guarantee, a guarantee issued by a reputable insurance company or a P&I Club letter of undertaking is accepted as security by the court.

WHAT AMOUNT MUST BE PROVIDED IN SECURITY TO AVOID ARREST OR TO RELEASE AN ARRESTED VESSEL?

This is subject to the court's discretion. The arrested party (shipowner), his or her bank or P&I club must often provide security equal to the claim, plus 20-40 per cent of the claim to cover the costs incurred in relation to the arrest and any court hearing.

AFTER THE ARREST, HOW SOON MUST THE ARRESTING PARTY START PROCEEDINGS ON THE MERITS OF THE

CLAIM AND PROCEEDINGS ON THE CONFIRMATION OF THE ARREST?

One week after the arrest if the claim is not subject to foreign jurisdiction, and two weeks if the claim is subject to foreign jurisdiction.

WHAT IS THE TEST FOR WRONGFUL ARREST?

Denmark recognises the concept of wrongful arrest. If a claimant arrests a ship, but the underlying claim is subsequently found to be unjustified, the claimant is strictly liable for compensating the loss of the debtor. If the arrest turns out to be unlawful for other reasons e.g. because the vessel turns out not to be owned by the debtor, the claimant will be liable for the losses unless the claimant acted with due diligence when pursuing the arrest.

DO YOU NEED FURTHER ADVICE?

You can stay up to date by following us on LinkedIn, as well as signing up for our newsletter on our website. If you have questions or comments to the above, please feel free to contact us.

TOP 5

THIS QUARTER'S MOST READ UPDATES

Here you will find the most read content of the quarter. Get updated on the important decisions and analyses – just as many others have!

1. [A trailer hire company had in an agreement with a transport company validly disclaimed liability for product damage caused by a rented trailer on a shipment of medicines](#)
2. [COVID-19: The European Commission recommends an attractive voucher offered to passengers and travellers as an alternative to reimbursement](#)
3. [New aid package on the way to a hard-pressed travel industry](#)
4. [New U.S. law rule on container demurrage and container detention in light of COVID-19](#)
5. [Flight delay: Air carrier was awarded legal costs for unnecessary litigation](#)



INCOTERMS 2020

WANT TO LEARN MORE ABOUT INCOTERMS 2020?

Ulla Fabricius, partner at NJORD Law Firm, is head of the Danish ICC drafting group and has been responsible for the Danish processing and translation into Danish by Incoterms® 2020 assisted by Christian Schaap and Liselotte Rigtrup



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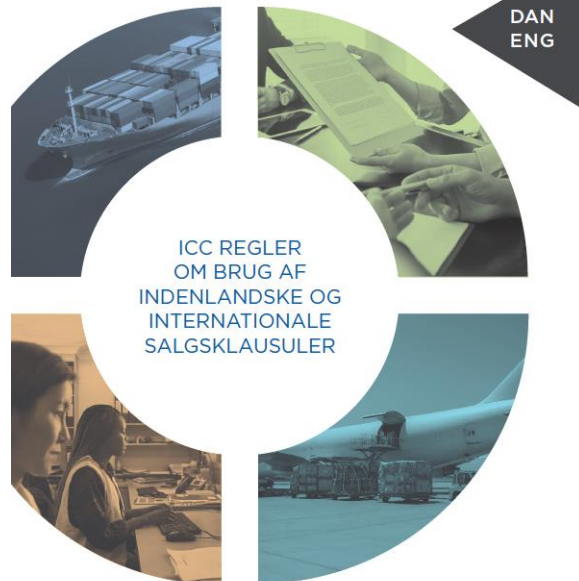
SEMINAR

We did not complete many seminars before COVID-19 led to the cancellation of all seminars.

But we will start with new seminars this autumn in both Copenhagen and Aarhus.

> [Check ICC's calendar here](#)

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