



SOLAS / Verified Gross Mass (VGM)

Introduction

In May 2014, the IMO's Maritime Safety Committee approved changes to the Safety of Life at Sea (SOLAS) convention regarding a mandatory container weight verification requirement on shippers. This is an effort the World Shipping Council has been advocating for many years. Dangerous Goods, Solid Cargo and Containers (DSC) Sub-committee approved changes to the Safety of Life at Sea (SOLAS) convention that will require verification of container weights before loaded containers may be placed aboard ships. The DSC report was approved by the Maritime Safety Committee in May 2014 and adopted by the committee in November 2014. The requirement making container weight verification a condition for vessel loading will become effective on July 1, 2016. The SOLAS amendments are clear in assigning responsibilities, summarized below:

The shipper is responsible for providing an accurate "verified gross mass" for each packed container it tenders to the carrier or its terminal representative, regardless of who actually packs the container.

The vessel operator and the terminal operator are responsible for using verified gross weights in vessel stow planning and must not load a packed container aboard a vessel for export without a verified gross weight.

For shippers to establish an accurate verified gross mass, two options are available:

Option 1

Upon the conclusion of packing and sealing a container and using calibrated and certified equipment, the shipper may weigh, or have arranged that a third party weigh, the packed container. The scale, weighbridge, lifting equipment or other devices used to verify the gross mass of the container must meet the applicable accuracy standards and requirements of the State in which the equipment is being used.

Option 1 is appropriate to use for any packed container and any kind of goods.

Option 2

The shipper (or, by arrangement of the shipper, a third party) may weigh all packages and cargo items, including the mass of pallets, dunnage and other packing and securing material to be packed in the container, and add the tare mass of the container to the sum of the single masses of the container's contents.

Page 1 - 3

Registergericht: Bremen HR B 9940

Geschäftsführer: Dieter Siemering, Thomas Schütte

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USI-IdNo: DE 114424819

St.Nr.: 460/125/00708

Wir arbeiten ausschließlich auf Grundlage der Allgemeinen Deutschen Spediteurbedingungen, jeweils neuester Fassung. Diese beschränken in Ziffer 23 ADSp die gesetzliche Haftung für Güterschäden nach § 431 HGB für Schäden im speditionellen Gewahrsam auf 5,- Euro/kg, bei multimodalen Transporten unter Einschluss einer Seeförderung auf 2 SDR/kg sowie ferner je Schadenfall bzw. -ereignis auf 1 Mio. bzw. 2 Mio. Euro oder 2 SDR/kg, je nachdem, welcher Betrag höher ist. Ergänzend wird vereinbart, dass (1) Ziffer 27 ADSp weder die Haftung des Spediteurs noch die Zurechnung des Verschuldens von Leuten und sonstigen Dritten abweichend von gesetzlichen Vorschriften wie § 507 HGB, Art. 25 MÜ, Art. 36 CIM, Art. 20, 21 CMNI zu Gunsten des Auftraggebers erweitert, (2) der Spediteur als Verfrachter in den in § 512 Abs. 2 Nr. 1 HGB aufgeführten Fällen des nautischen Verschuldens oder Feuer an Bord nur für eigenes Verschulden haftet und (3) der Spediteur als Frachtführer im Sinne der CMNI unter den in Art. 25 Abs. 2 CMNI genannten Voraussetzungen nicht für nautisches Verschulden, Feuer an Bord oder Mängel des Schiffes haftet.

We operate exclusively in accordance with the latest version of the Allgemeinen Deutschen Spediteurbedingungen - ADSp - (German Freight Forwarders' General Terms and Conditions). These limit in clause 23 ADSp the legal liability for damage to goods in case of damage to goods whilst in the care of a forwarder to .5/kg, in accordance with Art. 431 of the German Commercial Code (HGB); in case of multimodal transports including sea transport to 2 SDR/kg. In addition the liability is limited to 1 Million per damage respectively to 2 Million per event or 2 SDR/kg whichever is the greater. The parties agree subsidiary, that (1) clause 27 ADSp does neither extend the liability nor the responsibility of the forwarder for agents, servants, employees or crewmembers beyond legal regulations as Art. 507 HGB, Art. 25 MC, Art. 36 CIM, Art. 20, 21 CMNI for the benefit of the principal, (2) the freight forwarder as a sea carrier is only liable for fault of his own part in case of risks provided in Art. 512 paragraph 2 no. 1 HGB such as default in navigation of the ship or fire on board and (3) the freight forwarder as a carrier defined in CMNI is relieved of liability in compliance with the requirements provided in Art. 25 paragraph 2 CMNI such as default in navigation of the ship, fire on board or defects of vessel.



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The weighing equipment used to weigh the contents of the container must meet the applicable accuracy standards and requirements of the state in which the equipment is being used. Option 2 is "inappropriate and impractical" for "certain types of cargo items (e.g., scrap metal, flexi tanks, un-bagged grain and other cargo in bulk)" that "do not easily lend themselves to individual weighing of the items to be packed in the container". For such cargoes, Option 1 must be used.

Any container with a gross mass exceeding its maximum permitted gross weight may not be loaded onto a vessel.

Definition

"Gross mass" is the expression of the total gross container weight consisting of container tare, the weight of each individual package/ cargo item, the packing material as well as the tare weight of the packing material such as pallets, crates, frames etc. and any dunnage / stuffing material for securing the goods in the container.

Handling in practice

Carriers/ Shipping Lines will provide shippers with cut off times within which the carrier must receive the required container weight verification from the shipper for vessel stowage planning.

This part can be covered by OCEAN TRANS to simplify the process because we anyway have to follow up the closing details including document cut off for any security filings.

Proposal for implementation

Weighing procedure

At plants where weigh bridges are available a weighing of trucks/ container before and after loading would be of advantage to avoid additional charges for weighing at third party premises or in the port.

The SOLAS regulations will be implemented by each individual state independently in reference to any tolerance between the reported and actually weight. As to our knowledge the European requirement for the weigh bridges in reference to the accuracy class should comply to class IV.

At plants where no weigh bridge option is available OCEAN TRANS of course would assist and coordinate an outside weighing.

Presumably option 2 i.e. weighing of each individual item including package material and dunnage for the container stowage is under consideration of cost and time spending no real alternative.

Page 2 - 3

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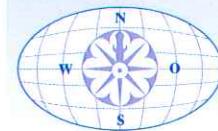
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Documentation

The container weight verification can be issued as an informal document and need to show beside the regular details such as container number etc. the "verified gross mass" (total gross weight of the container). The document should be signed by an authorized person. Electronic signature showing the name in capitals is allowed. A draft can be provided in due time by Ocean Trans.

The weight details for any LCL shipment should be still declared as accurately as possible because each individual consignment will be considered for the gross mass calculation of the complete LCL container.

Any weight differences as a result of the new requirement and system technical related datas (for example due to specific weight of product) will have generally no influence on the transport document, if the differences are within the usual tolerances. This is still essential for furthermore conformity between packing list, commercial invoice and the bill of lading.

The administration guidelines to implement the SOLAS regulations are completed. The exact definition (wording) of the regulations for the verified gross mass is expected to be published shortly by the local responsible authorities.

Ocean Trans Überseespedition Bremen
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