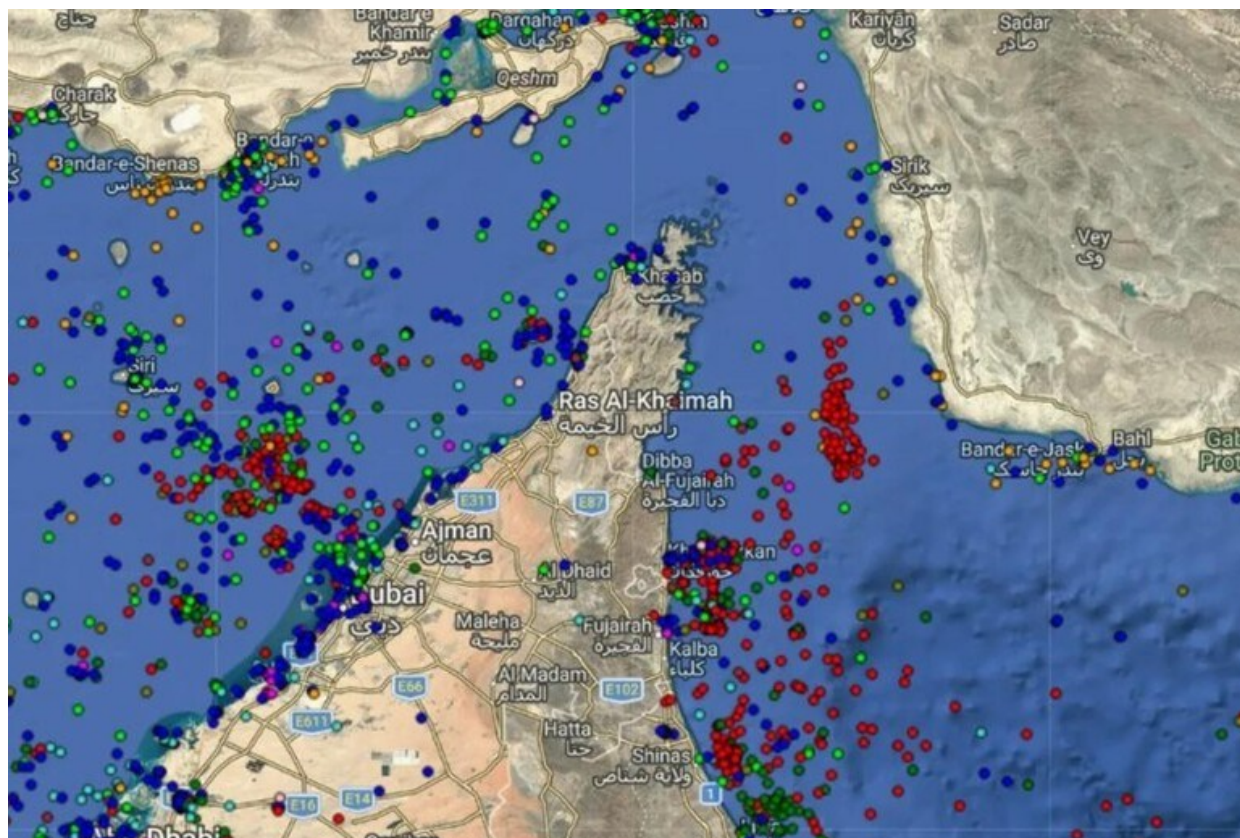


# La crisi in Medio Oriente. Focus sulle ripercussioni sul sistema del trasporto e della logistica

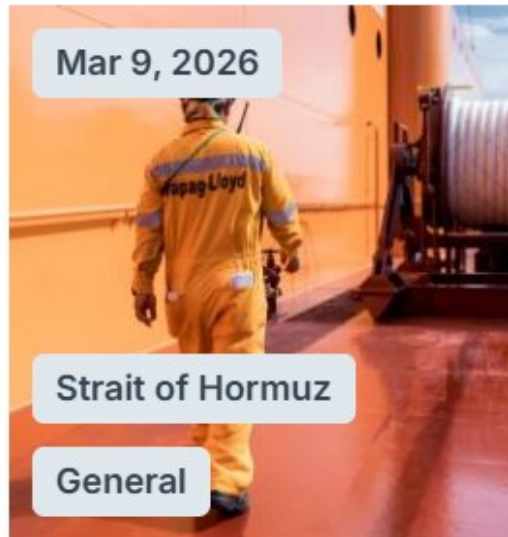
Avv.ti Claudio Perrella e Alessandro Paci





**RPLT**  
RP legalitax

## Related News



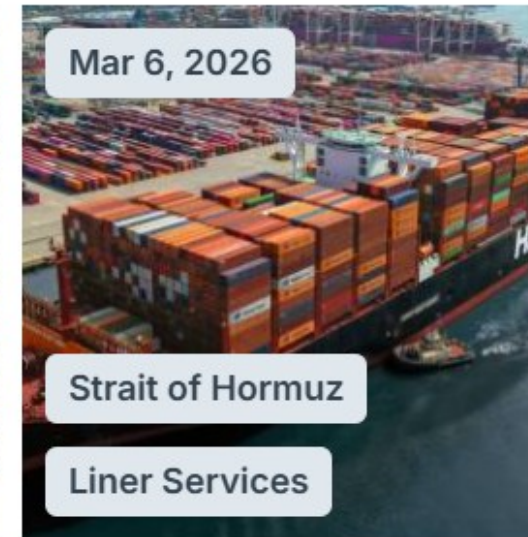
Live Ticker:  
Upper Gulf &  
Middle East...



Temporary  
Suspension of  
our IG1 & KWF...



Temporary  
Adjustments of  
our OGS, UG2,...



Shipping with  
our AGX, IMX or  
IOS services?...

## SOLAS: International Convention for the Safety of Life at Sea - Chapter V - Safety of navigation

The owner, the charterer, the company operating the ship as defined in regulation IX/1, or any other person shall not prevent or restrict the master of the ship from taking or executing any decision which, in the master's professional judgement, is necessary for safety of life at sea and protection of the marine environment.

The Eastern City [1958] 2 Lloyds Rep 127 (voyage e time charters):

*“A port will not be safe unless, in the relevant period of time, the particular ship can reach it, use it and return from it without, in the absence of some abnormal occurrence, being exposed to danger which cannot be avoided by good navigation and seamanship...”*

## War risks clauses

BIMCO CONWARTIME

VOYWAR

CONWARTIME 2013 – 2025

Clausole *ad hoc* in alcuni settori (es. Oil & Gas)

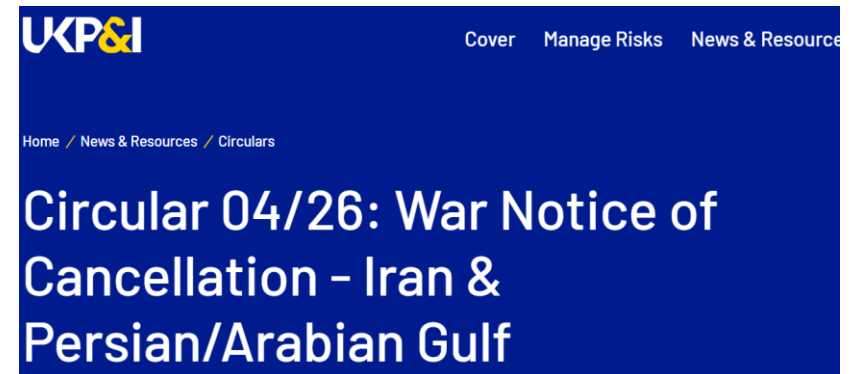
## Notice of cancellation for war risks

Member Circular No. 01/2026

1 March 2026

**Gard P. & I. (Bermuda) Ltd., Assuranceforeningen Gard - gjensidig -, Gard Marine & Energy Limited, and Gard Marine & Energy Insurance (Europe) AS (together referred to as the “Insurers”) have today received Notice of Cancellation from their reinsurers in respect of war risks in Iran and Persian/Arabian Gulf. As a result, it is necessary for the Insurers to issue Notice of Cancellation in respect of the affected insurance covers.**

Please note that this notice does not affect the Excess War Risks cover afforded to Assureds with mutual P&I Cover. For an update on mutual Excess War Risks cover, please see [website of the International Group of P&I Clubs](#).



## 18. Matters Affecting Performance

If at any time the Carriage is or is likely to be affected by any hindrance, risk, danger, delay, difficulty or disadvantage of any kind including but not limited to labour disruption such as strike and lock-out, war, civil commotion, political unrest, piracy, act of terrorism and threat thereof and howsoever arising (even though the circumstances giving rise to such hindrance, risk, danger, delay, difficulty or disadvantage existed at the time this contract was entered into or when the Goods were received for the Carriage), then Carrier (whether or not the Carriage is commenced) may, at its sole discretion and without prior notice to Merchant, either:

- (1) carry the Goods to the contracted port of discharge or place of delivery, whichever is applicable, by an alternative route to that indicated on page 2 of this Bill of Lading or that which is usual for Goods consigned to that port of discharge or place of delivery and shall be entitled to charge such additional Freight; or
- (2) suspend the Carriage of the Goods and store them ashore or afloat and endeavor to forward them as soon as reasonably possible and shall be entitled to charge such storage costs and additional Freight; or
- (3) abandon the Carriage of the Goods and place them at Merchant's disposal at any place or port which Carrier may deem safe and convenient, whereupon the responsibility of Carrier in respect of such Goods shall cease. Merchant shall pay any additional costs of the Carriage to, and delivery and storage at, such place or port.

Si sono già verificate e matureranno soste rilevanti (demurrage/detention) per il trasporto di merce in container

## 1 Definitions

"Carrier" means the party named on the front of this document as being the carrier for this consignment.

"Merchant" includes Shipper, Holder of this Bill of Lading (hereinafter referred to as: B/L), Consignee, Receiver of the Goods, any person owning or entitled to the possession of the Goods or of this B/L and anyone acting on behalf of any such person.

## Contenziosi per «soste» contenitori

La fornitura da parte del vettore di container impiegati per lo stivaggio delle merci è inquadrabile come contratto di locazione, distinto dal contratto di trasporto

Esponde lo *shipper* al pagamento di un corrispettivo per l'eventuale ritardato svuotamento e riconsegna

Il principio vale anche se le compagnie marittime impiegano contenitori dei quali non sono proprietarie, disponendone per effetto di *leasing agreements*.

Prescrizione quinquennale senza applicare la prescrizione breve del contratto di trasporto

Responsabilità dello spedizioniere per il pagamento delle soste?

La giurisprudenza più recente la stipulazione del contratto relativo alla disponibilità dei contenitori non rientra tra le «operazione accessorie» ai sensi dell'articolo 1737 cc.

Qualificazione del credito come controstallie? Come clausola penale?

# Joint War Committee expands Listed Areas, raising premiums across the Gulf

by The Editorial Team — March 4, 2026 in Shipping

Amid escalating tensions and a deteriorating maritime security environment in the Middle East, the Joint War Committee has expanded its Listed Areas to include five additional Gulf states and revised key regional boundaries.

# Joint Committee Circular

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Committee **Joint War**

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Date 3<sup>rd</sup> March 2026

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Circular reference **JWLA-033**

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Contact Neil Roberts [neil.roberts@lmalloyds.com](mailto:neil.roberts@lmalloyds.com)

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## JWC Listed Areas Hull War, Piracy, Terrorism and Related Perils

### Added:

**Bahrain  
Djibouti  
Kuwait  
Oman  
Qatar**

## Institute Cargo Clauses (A)

Non sono coperti i rischi guerra

*6. In no case shall this insurance cover loss damage or expense caused by*

*6.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power*

*6.2 capture seizure arrest restraint or detainment (piracy excepted), and the consequences thereof or any attempt thereat*

*6.3 derelict mines torpedoes bombs or other derelict weapons of war.*

### 3. INSURANCE

**13.1 For Contracts Concluded on CIF/CIFFO terms** Sellers shall provide insurance on terms not less favourable than those set out hereunder, and as set out in detail in GAFTA Insurance Terms No.72 viz.:-

(a) Risks Covered:-

- |   |                        |
|---|------------------------|
| Cargo Clauses (WA), with average payable, with 3% franchise or better terms | - Section 2 of Form 72 |
| War Clauses (Cargo)   | - Section 4 of Form 72 |
| Strikes, Riots and Civil Commotions Clauses (Cargo)                         | - Section 5 of Form 72 |

(b) Insurers - The insurance to be effected with first class underwriters and/or companies who are domiciled or carrying on business in the United Kingdom or who, for the purpose of any legal proceedings, accept a British domicile and provide an address for service of process in London, but for whose solvency Sellers shall not be responsible.

(c) Insurable Value - Insured amount to be for not less than 2% over the invoice amount, including freight when freight is payable on shipment or due in any event, ship and/or cargo lost or not lost, and including the amount of any War Risk premium payable by Buyers.

Institute War Clauses (Cargo) elaborate dall'International Underwriting Association e dal mercato inglese

Incorporate nelle Institute Cargo Clauses (A), (B) o (C)

## Resa CIF e CIP: quali obblighi assicurativi?

Su richiesta e a spese compratore, copertura integrativa prevista da Institute War Clauses e/o Institute Strikes Clauses

## War Clauses: quali rischi?

This insurance covers [...] **loss** of or **damage** to the subject-matter insured caused by

- 1.1 war civil war revolution rebellion insurrection, or civil strife arising therefrom, or any hostile act by or against a belligerent power
- 1.2 capture seizure arrest restraint or detainment, arising from risks covered under 1.1 above, and the consequences thereof or any attempt thereat
- 1.3 derelict mines torpedoes bombs or other derelict weapons of war.

## War Clauses: quali rischi?

In no case shall this insurance cover

3.5 loss damage or expense caused by delay, even though the delay be caused by a risk insured against  
(except expenses payable under Clause 2 above)

3.7 any claim based upon loss of or frustration of the voyage or adventure

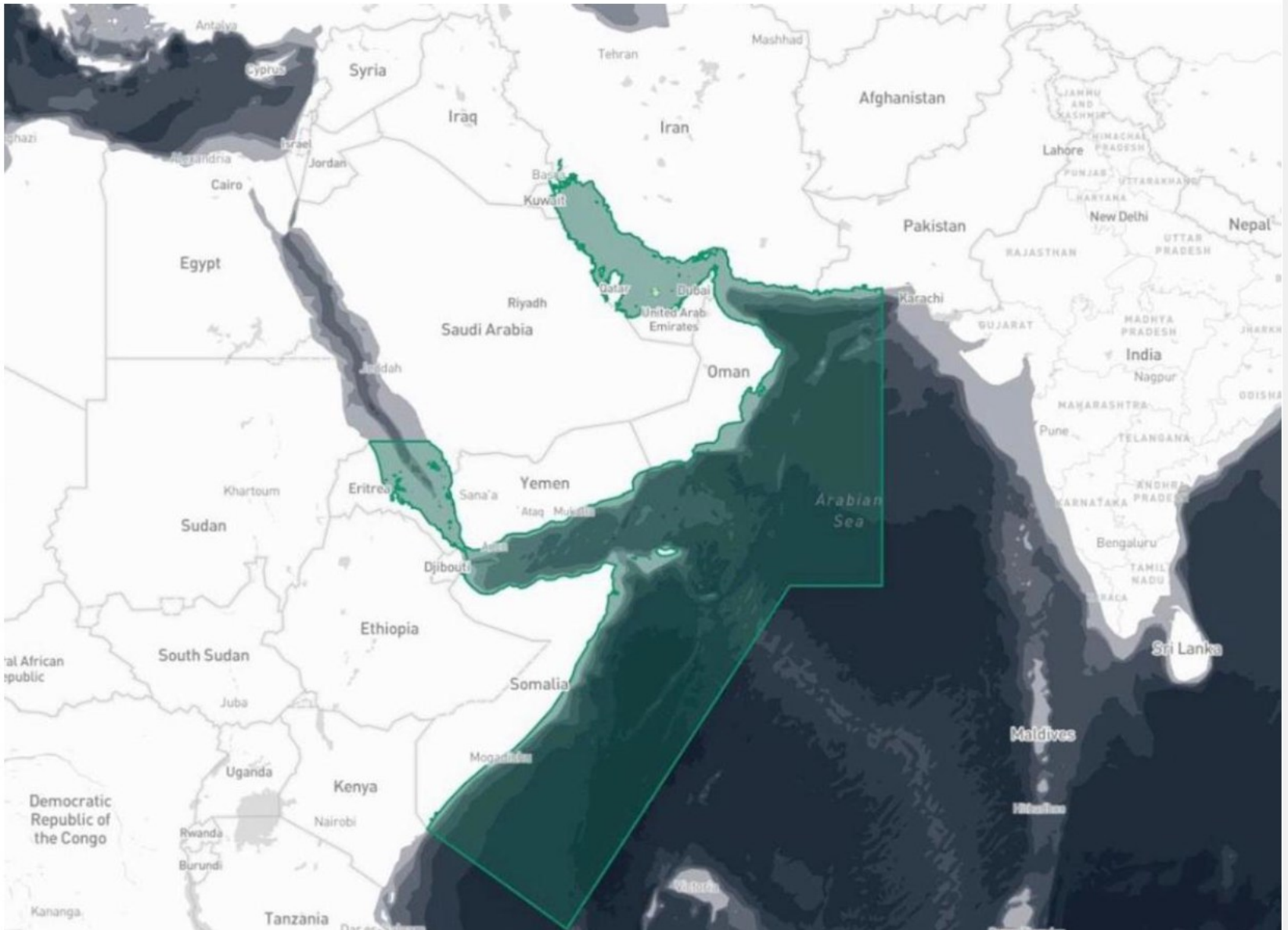
## NOTIFICA PER RECESSO - PAESI DEL MEDIO ORIENTE

*Con la presente diamo disdetta con preavviso di **7 giorni** relativamente alle clausole per la copertura dei **Rischi Guerra e/o Scioperi**, ridotto a **48 ore** in relazione alla clausola per la copertura dei rischi Scioperi per trasporti da/per gli Stati Uniti d'America con effetto **dalle ore 23.59 della data di invio della presente.***

*La presente disdetta è valida per le seguenti aree geografiche:*

**Golfo Persico / Arabico, Golfo di Oman, Oceano Indiano, Golfo di Aden e Mar Rosso Meridionale**

Per le acque delimitate dai seguenti confini:



- la cancellazione decorre allo scadere del periodo di notice
- la copertura rimane operativa fino a tale momento
- non ha effetti retroattivi

Eventi che si verificano prima della *notice* e durante il periodo di preavviso sono coperti

# Ritardi nell'esecuzione del trasporto

Le coperture merci (ICC (A) 2009) presuppongono un danno fisico/materiale alla merce, non viene coperto il puro danno da ritardo.

ICCA (A)

RISKS COVERED

*1. This insurance covers all risks of loss of or damage to the subject-matter insured except as excluded by the provisions of Clauses 4, 5, 6 and 7 below.*

## Merce bloccata: su chi ricadono rischi e costi?

A seconda dell'INCOTERM concordato cambiano obblighi e allocazione rischi:

- EXW / FCA / FOB / FAS: il venditore consegna la merce «alla partenza»
- DAP / DDP / DPU: il venditore consegna la merce nel luogo convenuto (es. stabilimento compratore)
- CIF / CIP / CPT / CFR: vendita «alla partenza» ma il venditore stipula il contratto di trasporto / polizze assicurative

## IMPORTANT INFORMATION NOTE

As an immediate consequence of the war in IRAN, the prices of bunkers are experiencing a significant and very quick increase.

The crisis situation is becoming very worrying and the evolution is very uncertain.

At the end of this week, traffic on the RHONE AND LA SAONE will be stopped for the annual maintenance of the locks. Almost the entire month of March will be stopped.

As traffic will resume, the shipowners will find themselves obliged to implement a diesel indexation on the next shipments to keep up with the fluctuating price of their bunkers.

We will soon revert with application details of this possible clause if still necessary.

Brgds



## Mancata consegna della merce: può essere invocata la forza maggiore?

- evento **fuori dal controllo** della parte
- **Impossibilità** della prestazione (collegamento causale)
- **Imprevedibilità** dell'evento

**NON C'E' UNA DEFINIZIONE STANDARD MA LA PORTATA DELLA FM DIPENDERA'  
DALLA LEGGE APPLICABILE AL CONTRATTO E/O DALLA CLAUSOLA DI FM**

## Eccessiva onerosità sopravvenuta

Può essere invocata l'ECCESSIVA ONEROSITA' SOPRAVVENUTA per giustificare la rinegoziazione del prezzo di vendita?

**Cosa dice la legge italiana:**

*Art. 1467 c.c.: nei contratti di durata, che comportano un'esecuzione differita o protratta nel tempo, è possibile richiedere la risoluzione del contratto nel caso in cui la prestazione di una parte è diventata eccessivamente onerosa a causa di avvenimenti straordinari ed imprevedibili.*

Tradizionalmente considerato un rimedio di carattere eccezionale.

## Eccessiva onerosità sopravvenuta: requisiti

La onerosità per essere “eccessiva” deve

- a) creare un grave squilibrio tra prestazione e controprestazione,
- b) riguardare una prestazione non ancora adempiuta,
- c) essere causata dal “verificarsi di avvenimenti straordinari ed imprevedibili”.

Non possono essere considerati come straordinari ed imprevedibili eventi che rientrano nella alea normale del contratto

## Quali clausole inserire in contratto: la «escalation clause»

*In light of the current geopolitical landscape and the resulting uncertainty affecting international transportation and supply chain routes, the Parties acknowledge that the costs associated with the logistics and transportation of the Goods may be subject to significant and unpredictable fluctuations.*

*Accordingly, the Parties agree that, in the event of increase in logistics and transportation costs incurred by the Seller in connection with the supply of the Goods, **the Parties shall in good faith review the impact of such circumstances** and, if appropriate, agree on an adjustment of the Price to reflect such increased costs.*

*[...]*

## Quali clausole inserire in contratto: la «*escalation clause*»

**§ 8.7.1 Escalation Clause.** In the event of significant delay or price increase of material, equipment, or energy occurring during the performance of the contract through no fault of the Contractor, the Contract Sum, time of completion or contract requirements shall be equitably adjusted by Change Order in accordance with the procedures of the Contract Documents. A change in price of an item of material, equipment, or energy will be considered significant when the price of an item increases 20% percent between the date of this Contract and the date of installation. The amount of the increase shall be capped at five percent (5%) of the original budgeted price for the item.

## Incoterms e costi del trasporto: su chi gravano gli aumenti non preventivati?

Item	Qty	Description	Unit Price EUR (€)	Total Price EUR (€)
<b>Equipment</b>				
1	1			
2	1			
3	1			
<b>Services</b>				
4	1	Installation Supervision	-	
5	1	Commissioning Supervision	-	
6	1	Freight DAP Site (Provisional Sum)	-	€ XXXXXX
<b>Total</b>				

(a) *The freight charge is a provisional sum, actual Price will be confirmed on goods readiness notice.*

Claudio Perrella  
Avvocato | Partner

[claudio.perrella@rplt.it](mailto:claudio.perrella@rplt.it)



Alessandro Paci  
Avvocato | Counsel

[alessandro.paci@rplt.it](mailto:alessandro.paci@rplt.it)





Thank you!