

Artikel 15

Jede Hohe Vertragschließende Seite kann jederzeit nach Ablauf von drei Jahren, nachdem diese Konvention für sie in Kraft getreten ist, die Einberufung einer Konferenz zur Behandlung von Änderungsvorschlägen zu dieser Konvention verlangen.

Jede Hohe Vertragschließende Seite, die von diesem Recht Gebrauch zu machen wünscht, notifiziert dies der belgischen Regierung; diese beruft die Konferenz binnen sechs Monaten ein.

Artikel 16

Für die Beziehungen zwischen Staaten, die diese Konvention ratifizieren oder ihr beitreten, ersetzt diese Konvention das am 25. August 1924 in Brüssel Unterzeichnete Internationale Übereinkommen zur Vereinheitlichung einzelner Regeln über die Beschränkung der Haftung der Eigentümer von Seeschiffen, das-insoweit außer Kraft tritt

ZU URKUND DESSEN haben die hierzu gehörig befugten Bevollmächtigten diese Konvention unterzeichnet.

GESCHEHEN zu Brüssel am 10. Oktober 1957 in französischer und englischer Sprache, wobei jeder Wortlaut gleichermaßen verbindlich ist, in einem Exemplar, das im Archiv der belgischen Regierung hinterlegt wird; die davon beglaubigte Abschriften anfertigt.

UNTERZEICHNUNGSPROTOKOLL

(1) Jeder Staat kann zu dem Zeitpunkt zu dem er diese Konvention unterzeichnet, ratifiziert oder ihr beitrifft, die in Abs. 2 genannten Vorbehalte machen. Andere Vorbehalte zu dieser Konvention sind unzulässig.

(2) Nur die nachstehenden Vorbehalte sind zulässig:

- a) Der Vorbehalt des Rechtes, die Anwendung des Artikels 1 Abs. 1 Buchst. c auszuschließen;
- b) der Vorbehalt des Rechtes, die Haftungsbeschränkung für Schiffe mit weniger als dreihundert Tonnen Schiffsraum durch innerstaatliche Rechtsvorschriften abweichend zu regeln;
- c) der Vorbehalt des Rechtes, diese Konvention entweder dadurch in Kraft zu setzen, daß ihr Gesetzeskraft verliehen wird, oder dadurch, daß ihre Bestimmungen in einer dem innerstaatlichen Recht angepaßten Form in dieses Recht übernommen werden.

**INTERNATIONAL CONVENTION
relating to the limitation of the liability
of owners of sea-going ships**

The High Contracting Parties,

Having recognised the desirability of determining by agreement certain uniform rules relating to the limitation of the liability of owners of sea-going ships;

Have decided to conclude a Convention for this purpose, and thereto have agreed as follows:

Article 1.

- (1) The owner of a sea-going ship may limit his liability in accordance with Article 3 of this Convention in respect of claims arising from any of the following occurrences, unless the occurrence giving rise to the claim resulted from the actual fault or privity of the owner:
 - (a) loss of life of, or personal injury to, any person being carried on the ship, and loss of, or damage to, any property on board the ship;
 - (b) loss of life of, or personal injury to, any other person, whether on land or on water, loss of or damage to any other property or infringement of any rights caused by the act, neglect or default of any person on board the ship or whose act, neglect or default the owner is responsible or any person not on board the ship

for whose act, neglect or default the owner is responsible: Provided however that in regard to the act, neglect or default of this last class of person, the owner shall only be entitled to limit his liability when the act, neglect or default is one which occurs in the navigation or the management of the ship or in the loading, carriage or discharge of its cargo or in the embarkation, carriage or disembarkation of its passengers;

- (c) any obligation or liability imposed by any law relating to the removal of wreck and arising from or in connection with the raising, removal or destruction of any ship which is sunk, stranded or abandoned (including anything which may be on board such ship) and any obligation or liability arising out of damage caused to harbour works, basins and navigable waterways.
- (2) In the present Convention the expression "personal claims" means claims resulting from loss of life and personal injury; the expression "property claims" means all other claims set out in paragraph (1) of this Article.
- (3) An owner shall be entitled to limit his liability in the cases set out in paragraph (1) of this Article even in cases where his liability arises, without proof of negligence on the part of the owner or of persons for whose conduct he is responsible, by reason of his ownership, possession, custody or control of the ship.
- (4) Nothing in this Article shall apply:
 - (a) to claims for salvage or to claims for contribution in general average;
 - (b) to claims by the Master, by members of the crew, by any servants of the owner on board the ship or by servants of the owner whose duties are connected with the ship, including the claims of their heirs, personal representatives or dependents, if under the law governing the contract of service between the owner and such servants the owner is not entitled to limit his liability in respect of such claims or if he is by such law only permitted to limit his liability to an amount greater than that provided for in Article 3 of this Convention.
- (5) If the owner of a ship is entitled to make a claim against a claimant arising out of the same occurrence, their respective claims shall be set off against each other and the provisions of this Convention shall only apply to the balance, if any.
- (6) The question upon whom lies the burden of proving whether or not the occurrence giving rise to the claim resulted from the actual fault or privity of the owner shall be determined by the *lex fori*.
- (7) The act of invoking limitation of liability shall not constitute an admission of liability.

Article 2.

- (1) The limit of liability prescribed by Article 3 of this Convention shall apply to the aggregate of personal claims and property claims which arise on any distinct occasion without regard, to any claims which have arisen or may arise on any other distinct occasion.
- (2) When the aggregate of the claims which arise on any distinct occasion exceeds the limits of liability provided for by Article 3 the total sum representing such limits of liability may be constituted as one distinct limitation fund.
- (3) The fund thus constituted shall be available only for the payment of claims in respect of which limitation of liability can be invoked.
- (4) After the fund has been constituted, no claimant against the fund shall be entitled to exercise any right against any other assets of the shipowner in respect of his claim against the fund, if the limitation fund is actually available for the benefit of the claimant.