

INDONESIAN SHIPPING LAW

LIMITATION OF LIABILITY AND STATUTE OF LIMITATIONS

		Limitation of Liability	Statute of Limitations
Voyage	Overall Limitation	<p>IDR50.00 (fifty rupiah) for each cubic meter of net volume of the ship plus what is used to determine her volume minus gross volume of the space that is occupied for the propelling engine (If the carrier is the owners/operator of the ship).</p> <p>Article 474 of Commercial Code</p>	<p>1 (one) year since the delivery of goods or as of the day when the goods were supposed to be delivered.</p> <p>Article 487 of Commercial Code</p>
	Package Limitation	<p>≥ IDR600.00 (six hundred rupiah) for each goods unless the nature and value of the goods declared before or at the time the goods are received.</p> <p>Article 470 (2) of Commercial Code</p>	
Collision		<p>IDR50.00 (fifty rupiah) for each cubic meter of net volume of the ship, plus, insofar as the ships is propelled by mechanical power, the extent of the space occupied by her engines when determining the gross volume.</p> <p>Article 541 (1) of Commercial Code</p>	<p>2 (two) years since the collision or since the damage caused.</p> <p>Article 742 of Commercial Code</p>
Remark		<p>In practice Indonesian Courts reluctantly apply the stipulated monetary amount considering their insignificant value in the present time economy since the ICC was promulgated during the colonial period.</p>	

DISCLAIMER

This table provides basic information only and must not be regarded as an analysis of the subjects covered nor be treated as a substitute for legal advice.



INDRAWAN DARSYAH SANTOSO

ATTORNEYS AT LAW



Immanuel A. Indrawan
phone: +62 21 250 6737



iindrawan@idsattorneys.com



www.idsattorneys.com