



**Royal Decree
No. 19/2023
Promulgating the Maritime Law**

We, Haitham bin Tarik, the Sultan of Oman
after perusal of the Basic Statute of the State,
the Maritime Law promulgated by Royal Decree 35/81,
and the Law Governing Maritime Navigation in Territorial Waters promulgated by Royal Decree
98/81,
and after presentation to Majlis Oman,
and in pursuance of public interest,

have decreed as follows:

Article I

The provisions of the attached Maritime Law shall apply.

Article II

The Minister of Transport, Communications, and Information Technology shall issue the necessary regulations and decisions for implementing the provisions of the attached law, and until they are issued, the regulations and decisions in force continue to operate to the degree that they do not contradict with its provisions.

Article III

The Maritime Law promulgated by Royal Decree 35/81 and the Law Governing Maritime Navigation in Territorial Waters promulgated by Royal Decree 98/81 are hereby repealed, as well as all that is contrary to the attached law or in conflict with its provisions.

Article IV

This decree shall be published in the Official Gazette, and comes into force on the day following the date of its publication.

**Issued on: 8 Ramadan 1444 AH
Corresponding to: 30 March 2023**

Haitham bin Tarik

Sultan of Oman



Maritime Law

Part One

Definitions and General Provisions

Article (1)

In the application of the provisions hereof, the following words and phrases shall have the meaning assigned thereto, unless the context requires otherwise:

MTCIT:

The Ministry of Transport, Communications and Information Technology

Minister:

Minister of Transport, Communications and Information Technology.

Maritime Authority:

The Directorate General of Maritime Affairs “DGMA” in the MTCIT, or any entity entrusted with exercising its competences or powers.

IMO:

International Maritime Organization.

Ship:

A floating, self-propelled, habitually seaworthy establishment, measuring no less than 24 meters in length, and operational or poised for operation at sea. The fittings integral to its utilization are deemed parts thereof.

Marine Unit:

A floating facility suitable for maritime navigation other than the ship.

Maritime Zones of the Sultanate of Oman:

Internal waters, the territorial sea, the contiguous zone, the exclusive economic zone and the continental shelf, as defined by law.



Registration Office:

The organizational division competent with registering ships and marine units in the Maritime Authority or the entity authorized by the MTCIT.

Register:

Register of ships and marine units maintained at the registry office.

Port:

Any commercial, industrial, tourist, or harbor port along with its facilities.

Operator:

The natural or legal person who invests in the ship on their behalf as either an owner or Charterer.

Captain:

Any natural person who has fulfilled the legal criteria and has been entrusted with the command of the ship, or has assumed command thereof due to emergency circumstances.

Sailor:

Any natural person who is under obligation pursuant to a maritime employment agreement and serves aboard the ship. Additionally, the Captain is recognized as a sailor under the employment contract executed between them and the operator.

Carrier:

A natural or legal person who enters into a Contract of Carriage by Sea with the shipper.

Shipper:

A natural or legal person who concludes a Contract of Carriage by Sea with the carrier.

Ship Agent:

A duly registered legal entity authorized by the Maritime Authority, appointed by the shipowner, operator, or Captain to undertake necessary tasks for the ship or its crew.



Cargo Agent:

Any natural or legal person acting on behalf of the owners of goods, handling some/ all services related to the transportation of said goods.

Loading and Unloading Broker:

A legal entity registered and approved by the Maritime Authority to practice maritime shipping brokerage business between the shipper and the carrier to provide maritime services.

Tour Operator:

A natural or legal person committed to arranging cruise excursions, utilizing either ships owned by them or by third parties.

Traveler:

A natural person, other than the captain, sailors, and workers of the ship, who concludes Contract of Carriage of Passengers by Sea with the carrier.

Ship Construction Contract:

A contract wherein the construction contractor undertakes the obligation to construct a ship for the contracting party requesting its construction.

Maritime Mortgage:

The mortgage encumbering the ship as collateral for a specified sum of money.

Ship Chartering:

A contract under which the Lessor is obligated to place at the disposal of the Charterer a seaworthy ship or part of it for a certain period or to carry out one or several voyages in exchange for a fare to which the Charterer is obligated.

Charter of an Unequipped Ship:

A contractual agreement wherein the Lessor is obligated to provide the Charterer access to a seaworthy ship lacking provisions, supplies, sailors, or some thereof, in exchange for a stipulated fee and mandated upon the Charterer.



Charter of Equipped Ship for Voyage:

A contractual agreement wherein the Lessor undertakes to provide the Charterer with a seaworthy ship, or a portion thereof, equipped with provisions, supplies, and sailors, for the execution of one or multiple voyages at an agreed-upon fee specified in the contract and mandated upon the Charterer.

Charter of Equipped Ship for Duration:

A contractual agreement wherein the Lessor is obliged to provide the Charterer with a seaworthy ship, or a portion thereof, equipped with provisions, supplies, and sailors, for a specified duration, in exchange for an agreed-upon fare stipulated in the contract and mandated upon the Charterer.

Maritime Employment Contract:

A contractual arrangement between the operator and another individual, wherein the latter undertakes to work under the supervision of the operator or the Captain onboard the ship, in return for a stipulated fee obligated upon the operator.

one port to another, in exchange for a fare.

Contract of Carriage of Passengers by Sea:

A contractual agreement wherein the carrier commits to transporting passengers aboard a ship from one port to another, in exchange for a fare.

Contract of Carriage of Goods by Sea:

A contractual agreement wherein the carrier commits to transporting goods aboard a ship from one port to another, in exchange for a fare.

Marine Insurance Contract:

A contractual arrangement wherein the insurer undertakes to provide compensation for damages resulting from insured maritime risks, sustained by the insured, in return for the payment of insurance premiums.

Towage:

The activity wherein a ship, known as a tugboat, pushes or pulls another ship, referred to as the trailer ship, to its designated port or location.



pilotage:

Directing ships arriving at, departing from, or navigating through the port to the appropriate place safely.

Marine Collision:

A collision incident involving two ships, two marine units, a ship and a marine unit, a ship and a fixed object, or any combination thereof.

Maritime Rescue Operation:

Assistance rendered by a ship to another ship or to individuals and objects on board in the event of maritime danger, irrespective of the location where the rescue operation is conducted.

Maritime Accident:

An incident or series of incidents pertaining to the operation of the ship, as defined in Article 278 hereof.

Maritime Event:

An incident or series of incidents that do not meet the definition of a maritime accident, associated with the operation of the ship, leading to circumstances that could jeopardize the safety of the ship, individuals on board, third parties, or the marine environment.

Marine Incident Investigation:

The investigative procedure, whether conducted openly or confidentially, following maritime accidents or events. It encompasses the gathering and analysis of information, drawing conclusions, identifying circumstances, identifying causes and contributing factors, and formulating safety recommendations when necessary in accordance with the requirements of safety and protection of the marine environment. The goal is to enhance maritime safety and prevent the likelihood of maritime accidents or events.

Investigative Authority:

An independent administrative unit established in the MTCIT and competent to investigate maritime accidents.



Marine Accident Investigator:

A qualified person authorized to investigate a maritime accident under the provisions hereof.

Joint Maritime Losses:

Destruction or damage incurred by the ship or its cargo, or any exceptional expenses arising from intentional acts committed by the Captain, within reasonable bounds and with the intent of ensuring the safety of the ship and its occupants, to avert impending danger to the ship or its cargo.

Marine Debris:

The ship and its associated fittings that are abandoned, found sunken, or stranded within the territorial sea or exclusive economic zone of the Sultanate of Oman, comprising anything present or previously aboard said ship.

Sailor's ID Document:

An official document granted by the Maritime Authority to the sailor who has met the professional and health requirements necessary for working or training aboard ships. It contains the sailor's maritime service data and grants the bearer permission to enter and exit ports in countries where the ship is docked.

Bill of lading:

A document that serves as evidence of the contract for transporting goods by sea. It acknowledges receipt of the goods by the carrier and signifies their shipment. The carrier agrees to deliver the goods upon presentation of the original document by the consignee or document bearer. This document stipulates that the goods will be delivered to a named party, or to the bearer, upon authorization.

Navigation License:

A document issued by the Maritime Authority authorizing the licensee to practice the licensed commercial navigation activity such as maritime transport, maritime power of attorney, maritime surveying, and bunkering of ships.

Floating Insurance Policy:

The cargo insurance policy for more than one trip. It outlines the conditions to which both the insurer and the insured are committed, and the maximum amount that he is liable to pay for each shipment, as well as the insurance premiums.



Article (2)

The provisions hereof apply to all types of maritime navigation, ships, and marine units, with the exception of the following:

1. Ships and marine units dedicated to military purposes, except for the provisions pertaining to maritime collision, maritime rescue, and joint maritime losses.
2. State-owned ships designated for non-commercial public service purposes, excluding provisions concerning ship nationality, documentation, registration, maritime mortgages, maritime collision, maritime rescue operations, and joint maritime losses.

Article (3)

The provisions of international treaties and agreements and their amendments relating to maritime navigation ratified by the Sultanate of Oman are an integral part hereof. In the event of a conflict, the provisions of international treaties and agreements shall apply.

The Minister shall issue the necessary regulations and decisions to implement the provisions of international treaties and agreements and their amendments relating to maritime navigation ratified by the Sultanate of Oman.

The Uniform Interpretations issued by the IMO shall be adopted by the Maritime Authority.

Article (4)

Employees designated by a decision issued by the competent authority, in agreement with the Minister, shall possess judicial enforcement status in enforcing the provisions hereof and its implementing decisions.

Article (5)

The employees vested with judicial enforcement status shall be entitled to board and inspect ships and marine units, as well as to enter ports under the jurisdiction of the provisions outlined herein and its implementing decisions. This is to ensure compliance with these provisions and to monitor any infractions.

Additionally, they retain the right to request access to any pertinent documents or data concerning the ship, marine units, or the port.

Article (6)

Foreign ships may innocent pass through the territorial waters of the Sultanate of Oman, provided they adhere to the laws, regulations, decisions, and instructions applicable in the Sultanate of Oman.



Article (7)

Ships shall not engage in any activity within the territorial waters of the Sultanate of Oman unless they have obtained a navigation license and operate within the tasks outlined in the license, in accordance with the conditions and controls specified by a decision issued by the Minister.

Article (8)

The court where the registration office is situated holds jurisdiction over cases concerning Omani ships. Additionally, the courts of the Sultanate of Oman have authority over cases involving foreign ships when they are present in Omani maritime areas.

Article (9)

The Maritime Authority may delegate the international maritime supervision entities approved by the IMO to inspect and audit Omani ships. This is to ensure fulfillment of the technical prerequisites essential for issuing documents, licenses, and certificates.

Article (10)

The MTCIT is competent with all matters relating to maritime navigation affairs, in particular the following:

- 1- Supervising and developing maritime affairs.
- 2- Establishing, operating, managing, developing, investing, and utilizing ports and berths.
- 3- Regulating and determining the areas and quality of the necessary navigational aids, and overseeing the establishment of maritime navigation regulations and systems within the territorial sea of the Sultanate of Oman.
- 4- Designating the sea routes that ships shall follow upon entering or departing Omani ports.
- 5- Establishing traffic separation corridors within the territorial sea of the Sultanate of Oman.
- 6- Identifying restricted zones and designating areas for ship anchorage, waiting, docking, and disposal of materials.
- 7- Conducting surveys of maritime areas in the Sultanate of Oman and producing required maps in coordination with relevant authorities.



- 8- Setting and approving fees for utilizing Omani ports, shipping, unloading, storage of goods, navigation facilities, and other related services.
- 9- Granting licenses and certificates related to maritime activities, port services, ship services, and their personnel, and specifying the criteria for their issuance, renewal, revocation, suspension, or annulment.
- 10- Conducting investigations into maritime accidents within the maritime territories of the Sultanate of Oman, as well as accidents involving Omani ships on the high seas or outside the Sultanate's maritime territories.

With the approval of the Cabinet, the MTCIT may delegate any of these responsibilities to another entity.

Article (11)

The Minister shall issue a decision outlining the regulations, requirements, and procedures essential for the registration of ships in the register. Additionally, another decision shall be issued by the Minister delineating the regulations, requirements, and procedures essential for the registration and deletion of marine units from the register.

Part Two

The Ship

Chapter I

Nationality of the ship

Article (12)

Omani nationality is conferred upon ships upon their registration in the register. The following ships are eligible for Omani nationality:

1. Confiscated ships.
2. Ships abandoned or left adrift at sea, discovered by Omani ships.



Article (13)

The Omani ship shall fly the Omani flag, and no other flag may be raised except in cases of necessity, following notification to the Maritime Authority.

Article (14)

Omani nationality is revoked from the Omani ship upon its removal from the register.

Chapter II

Ship Documents

Article (15)

Each Omani ship shall maintain the following valid documents:

1. Certificate of ship registration.
2. Navigational license of the ship.
3. Any other documents specified by a decision of the Minister.

Article (16)

Foreign ships operating in the territorial sea of the Sultanate of Oman or anchored in an Omani port shall retain the documents stipulated in Article (15) hereof, as well as any other documents required by the law of their nationality or by international regulations.

Chapter III

Ship Control and Inspection

Article (17)

The Maritime Authority may monitor and inspect Omani ships, as well as foreign ships operating in the territorial sea of the Sultanate of Oman or anchored in Omani ports. This is to ensure fulfillment with the conditions stipulated by law and other pertinent international regulations, while still allowing these ships to conduct their commercial operations with the required speed.

The regulation of control and inspection procedures on ships shall be issued by a decision by the Minister.



Chapter IV

Ownership of the ship

Article (18)

The ship is deemed to be movable property of a distinct nature, governed by the general legal principles and provisions outlined herein.

Article (19)

The management of a jointly owned Omani ship shall be vested in its owners collectively, unless otherwise stipulated. Its management may be delegated to one or more managers, chosen from among themselves or third parties, with the approval of a majority representing more than half of the ship's value. In case of disagreement, management responsibilities shall be assumed by the owners holding the majority stake in the ship's value.

Unless his authority is restricted by a documented decision, the ship manager shall be responsible for all customary managerial tasks, the decision shall be registered in the ship's records. Under no circumstances is the ship manager may sell the ship, establish any right in rem thereon, or represent the owners in legal matters unless specifically authorized by written decision.

The joint liability of the shipowners is limited to the extent of their respective shares in the ship.

Article (20)

A co-owner of an Omani ship may sell their share, provided they inform the other co-owners of their intention to sell and the price set for their share. The other co-owners hold the right of first refusal to purchase the share, provided they express their intention to do so within 30 (thirty) days from the date of notice; otherwise, the seller may proceed with selling to others.

In any circumstance, each co-owner of an Omani ship may propose an amicable sale of the ship in case of a dispute that renders continued co-ownership unfeasible. Should the other owners decline, the concerned party may seek court intervention. The court will appoint an expert to assess the value of the share and present it to the remaining co-owners for potential purchase. If they opt not to buy the share, the court may order the ship's sale via public auction.



Article (21)

Unless stipulated otherwise, the sale of a collectively owned Omani ship necessitates the consent of owners holding three-quarters of its shares.

However, if the sale leads to the loss of Omani nationality for the ship, unanimous approval from all owners is required. Owners shall promptly inform the Maritime Authority of this transaction within five working days following its finalization.

Chapter V

Ship Building

Article (22)

Individuals intending to construct a ship shall secure prior authorization from the Maritime Authority. This necessitates the submission of technical specifications of the ship approved by one of the Maritime Classification and Supervision Authorities.

During the construction phase, the applicant may register the ship in the register.

Article (23)

Ship construction shall be overseen by one of the bodies of maritime classification and supervision on Ships, as approved by the Maritime Authority. Exceptions to this rule apply to wooden ships and other ships specified by the decision of the Minister.

Article (24)

During the construction stage, ownership of the ship belongs to the construction contractor. Unless otherwise agreed upon, the transfer of ownership to the construction applicant can only occur after the ship's trial and acceptance.

Article (25)

The ownership of the ship shall ensure that the ship is free from hidden defects.

Any lawsuit for guaranteeing hidden defects expires within two years from the date of the delivery of the ship, unless it's proven that the construction contractor deliberately concealed the defect. This period may be extended by agreement.

The minister will issue a decision outlining the controls and procedures for shipbuilding.



Chapter VI

Ship Registration

Article (26)

A register for the registration of ships shall be established at the registry office, in accordance with the form prepared by the Maritime Authority.

Article (27)

The Omani flag may only be raised on a ship if it's registered in the register according to the provisions outlined herein.

Article (28)

Every Omani ship listed in the register shall bear a name approved by the Maritime Authority, with its name and port of registration clearly written in Arabic or English.

Article (29)

No marks or data conflicting with the marks or data of the ship recorded in the register may be affixed to the ship, and no marks or data required by law to be displayed on the ship may be removed or altered.

Article (30)

The shipowner or their authorized representative shall apply for registration of the ship in the register using the form provided by the Maritime Authority. This application shall be accompanied by the required documents within 30 (thirty) days from the completion date of the construction or acquisition of the ship, if conducted within the Sultanate of Oman. If the construction or acquisition took place abroad, this period commences from the date of the owner's receipt of the ship.

Upon submission of the application, the applicant shall receive a receipt.

However, ships constructed of wood and those specified by a decision from the Minister are exempt from this requirement. Additionally, as a condition to be listed in the register, used ships shall not exceed 20 (twenty) years of age, subject to approval of their technical specifications by the maritime classification and supervision bodies for ships.



The Maritime Authority may issue a Temporary Registration Certificate to the ship owner, allowing the ship to fly the Omani flag for up to 90 (ninety) days. This Certificate can be renewed for an additional period as determined by the Maritime Authority to meet specified requirements and payment of the requisite fee. During this period, the ship shall not be used for any purpose unless a Navigation License has been obtained.

Article (32)

In the event that the original Certificate is lost or damaged, the Maritime Authority may issue a replacement Certificate for ship registration upon payment of the required fee.

Article (33)

The shipowner or their legal representative shall inform the Maritime Authority of any changes to the information of the ship recorded in the register within 10 working days of the amendment. This amendment will be duly noted in the register.

Article (34)

At the request of the shipowner, the Maritime Authority may temporarily remove the ship from the register in the following cases:

- 1- Piracy
- 2- Dispute regarding ship ownership
- 3- Maintenance
- 4- Existence of a pandemic.
- 5- Marine Accidents.
- 6- Ship preparation
- 7- -Any other reasons determined by the Maritime Authority.



The ship shall be permanently removed from the register in the following cases:

- 1- -Destruction
- 2- -Captured by the enemy.
- 3- -Losing Omani nationality.
- 4- -Issuance of a final judgment by the competent court to be written off.
- 5- -At the request of its owner.

The Maritime Authority may write off the ship from the register in the event of a violation of the conditions of registration, supreme national interests, or non-compliance with prevailing laws, decrees, and directives.

The registration office shall keep the data of written off ships in a designated register specifically prepared for this purpose.

Chapter VII

Recording and Cancellation of Rights Related to the Ship

Article (35)

All legal rights and disposals conferred upon the ship shall be documented in the register, and their is permissible solely subsequent to their registration therein.

Furthermore, any judgments and judicial rulings affecting the ship shall be duly recorded in the register.

Article (36)

Charters exceeding a one-year duration for the ship shall be recorded in the register.

Article (37)

The register shall document the following matters:

- 1- Lawsuits pursued to obtain a judgment of nullity or rescission of the rights recorded on the ship, or to write off or amend such restrictions.
- 2- Lawsuits concerning the acquisition or transfer of ownership of the ship.
- 3- Challenges to provisions pertaining to ship restrictions.
- 4- Resolutions of precautionary seizure affecting the ship.



The aforementioned precautionary restrictions, their amendments, or their revocation shall be affected upon the request of the concerned party on the designated form, accompanied by the requisite documentation, and subject to approval by the competent court. Such restrictions shall expire one year from their registration date, unless renewed by court order.

If multiple precautionary restrictions are imposed on the ship, they shall be evidenced sequentially, with precedence accorded to rights relevant to the preceding restrictions.

Article (38)

Upon submission of a formal request and payment of the stipulated fee, any interested party may review the register and obtain a Certificate detailing the ship's restrictions.

Part Three

Rights in rem Attaching to the Ship

Chapter I

Concession Rights

Article (39)

The provisions outlined herein are applicable to the ship, regardless of whether its operator is the owner or a Charterer, except in cases where the ship's owner has been unlawfully dispossessed, and the concessionaire is acting in bad faith.

Article (40)

The concessionaire of the ship may seek recourse under any legal jurisdiction to enforce their rights, as delineated below:

- 1- Judicial expenses accrued for the preservation and maintenance of the ship, its sale, and the distribution of its price, alongside port charges, pilotage fees, loading fees, state taxes, and indemnities arising from damage to marine life, ports, wharfs, and navigational routes, as well as expenses pertaining to services rendered to the ship and its crew.



- 2- Rights stemming from the Employment Agreement of the captain, sailors, and other individuals bound by a Maritime Employment Contract aboard the ship.
- 3- The dues pertaining to maritime rescue operations and the ship's contribution to collective maritime losses.
- 4- Compensation arising from maritime accidents and indemnities for damage to individuals, cargo, and baggage aboard the ship.
- 5- Rights stemming from contracts executed by the Captain outside the ship's registered port and essential for the completion of its voyage.

The concession right shall be accorded priority over any other rights pertaining to the ship.

Article (41)

The concession right shall be exempt from any formalities or specific evidentiary requirements, except in the cases for which this law requires certain procedures or methods of proof.

Article (42)

The concession right shall pertain to the ship itself and the freight of the voyage during which this right originated, along with their associated fittings.

Article (43)

The concession right outlined in clause 2 of Article 40 hereof is relevant to the freight payable for all voyages conducted under a singular maritime employment agreement.

Article (44)

The following shall be deemed part of the fittings of the ship and the freight:

1. Compensation owed to the shipowner for unrepaired material damage to the ship or loss of freight.
2. Compensation owed to the shipowner for collective maritime losses, should they arise from unrepaired material damage to the ship or loss of freight.



3. Amounts owed to the shipowner for maritime rescue operations conducted until the completion of the voyage, after deducting amounts due to the captain, sailors, and others under Maritime Employment Contracts aboard the ship.

4-The value corresponding to the shipowner's liability.

Article (45)

The concession right over the freight shall persist as long as the freight remains payable to the operator or is under the control of the captain or the operator's representative.

The concession right shall endure based on the fittings of the ship unless expended on ship repairs.

Article (46)

Concession rights pertaining to a particular voyage of the ship shall be organized in alignment with the sequence outlined in the clauses of Article 40 hereof. In instances where multiple rights are allocated within a single clause, they shall be grouped together and contribute to the distribution proportionally to their respective values, save for the concession rights detailed in clauses 3 and 5 of Article 40 hereof, which shall be ordered inversely based on their initiation dates.

Rights resulting from a single incident are deemed to have arisen on a singular date.

Article (47)

Concession rights originating from any voyage of the ship shall take precedence over concession rights from preceding voyages, and rights emerging from a single Maritime Employment Contract encompassing multiple voyages shall hold an equivalent rank with the concession rights of the latest voyage.

Article (48)

The concession rights associated with the ship shall expire under the following cases:

1. Judicial sale of the ship, whereby the concession rights are transferred to its price.



2. Voluntary sale of the ship, on the condition that the buyer, prior to disbursing the price to the seller, undertakes the following steps:

- (a) Registering the Sale Contract in the register.
- (b) Posting the sale on the bulletin board at the registration office, inclusive of a declaration of the sale, the price amount, the buyer's name, and domicile.
- (c) Publication of a summary of the ship sale contract, indicating the price, in a widely circulated daily newspaper, twice.

The concession rights associated with the ship upon its voluntary sale are transferred to its price, contingent upon the concessionaire issuing an official notice to the buyer within 30 (thirty) days from the date of the final publication of the sale contract summary in the newspapers, stipulating their objection to paying the price to the seller.

Article (49)

The concession rights related to the ship expire one year from their inception date, except for those outlined in clause 5 of Article 40 hereof, which expire after 180 (one hundred and eighty) days. The aforementioned periods commence from the inception date of the concession right, with the following exceptions:

1. Concession rights associated with the remuneration for maritime rescue operations commence from the operation's conclusion date.
2. Concession rights pertaining to compensation for collisions, accidents, and injuries commence from the occurrence date of the damage.
3. Concession rights arising from the loss of or damage to goods or luggage commence from the date of goods or luggage delivery, or from the scheduled delivery date.

Article (50)

The durations mentioned in Article 49 hereof extend to 3 (three) years in case of failure to seize the ship relevant to concession rights within the territorial sea of the Sultanate of Oman.



Chapter II

Maritime Mortgage

Article (51)

The Maritime Mortgage Contract on the ship remains ineffectual until its registration in the register.

Article (52)

The ship may be mortgaged by its owner or their authorized representative. In cases of joint ownership, it may be mortgaged with the consent of owners holding at least three-quarters of the shares. If this threshold is not met, the issue may be brought before the competent court to adjudicate based on the interest of all joint owners.

Furthermore, a single joint owner may mortgage their share in the ship, provided that the approval of the owners holding at least half of the shares is obtained.

Article (53)

The ship's mortgage encompasses compensation due to the shipowner for material damage to the ship the owner failed to repair it, along with any modifications made thereto. I

In the event of an accident involving the ship, the mortgage transfers to its wreckage.

However, the mortgage imposed on the ship does not encompass freight, bonuses, subsidies, or state-provided assistance, nor does it cover insurance amounts unless otherwise agreed between the shipowner and the mortgagee creditor.

Article (54)

The ship may be mortgaged during its construction phase. However, the mortgage on the ship during its construction phase shall be registered at the ship registration office located in the jurisdiction where the ship's construction site is situated. The mortgagor registration office shall provide a Certificate detailing the address of the ship's construction facility, along with the length, other dimensions, and approximate tonnage of the ship.



Article (55)

To register the mortgage in the register, the applicant shall provide a copy of the Mortgage Contract containing the following data:

1. Full name and surname of the mortgagee creditor and mortgagor debtor, along with their place of residence and profession at the time of registration.
2. Date of the contract.
3. Debt amount, specifying the debt amount associated with each ship if the mortgage encompasses multiple ships.
4. Terms for debt payment and its proceeds.
5. Name of the mortgaged ship, its description, registration certificate date and number, or the Ship Construction Contract if the ship is under construction at the time of mortgage placement.
6. Designated domicile of the mortgagee creditor at the registration office.

Article (56)

The information outlined in Article 55 of this law shall be documented in the register, contingent upon the applicant for registration furnishing proof of mortgage registration in the register, with such indication reflected in the ship's registration certificate. Furthermore, the registration office where the mortgage is registered shall notify all other registration offices in the Sultanate of Oman accordingly.

Article (57)

The priority of debts secured by the mortgage shall follow the concession rights related to the ship as stipulated in Article 40 hereof.

The sequence of debts secured by the mortgage shall be determined by their registration date in the register. In cases where two or more mortgages are registered on the same day for a ship or a share therein, their order shall be determined by the precedence of registration.

The registration guarantees the proceeds of the debt for the last two years as well as the proceeds of the current year in which the auction was awarded in the event of the ship's sale by public auction. These proceeds are regarded as the principal debt.



Article (58)

Every mortgagee creditor is entitled to locate the ship wherever it may be and request its seizure. Once its seizure is recorded in the register, the mortgaged ship may not be disposed of.

Article (59)

The mortgagee creditor may ask the appropriate court to seize the mortgaged share in the ship, provided it does not exceed half of the ship's value, and request its sale in case the owner defaults on the debt secured by the mortgage.

Moreover, the mortgagee creditor may ask the competent court to seize the entire ship and sell it if the mortgage encompasses a share in the ship exceeding half/ entire value of the ship, and the owners are incapable of settling the debt.

In the two cases outlined herein, the mortgagee creditor shall send a written notice to the ship's partners at least 15 (fifteen) days before commencing the sale procedures. This notice shall encompass a demand for the settlement of the debt owed to the creditor or the initiation of the enforcement procedures on the ship.

Article (60)

The sale of the ship entails removing all relevant mortgages, and the rights of the mortgage creditors shall transfer to the sale price.

Article (61)

The mortgagee creditor who has initiated enforcement measures on the ship shall inform the new owner of the seizure record. If ownership of the ship or part thereof is transferred to the new owner before registering the seizure record, the new owner shall be formally notified of the obligation to settle the outstanding debt or to assume the enforcement procedures on the ship.

If the new owner intends to avoid seizure and sale procedures, they shall notify the creditors listed in the ship's register on their chosen domicile within 15 (fifteen) days from the date of notice, the following data shall be mentioned:



- 1- A summary of the Sale Contract, specifying its date, the name of the seller, the ship's name, type, cargo, price, and judicial expenses.
- 2- A list of recorded debts, indicating their dates, amounts, and the names of creditors.
- 3- An undertaking to settle the debts secured by the mortgage within 15 (fifteen) days from the date of notifying the creditors of the owner's commitment to pay for the debts, irrespective of whether these debts are due or not, within the confines of the ship's value.

Article (62)

In the case described in Article 61 herein, if the new owner fails to settle the debts secured by the mortgage within 15 (fifteen) days from the date of notifying the creditors of their commitment to pay the debts, each mortgagee creditor may ask the court to sell the ship or a share therein through auction, with the possibility of increment by the tenth, and to provide a guarantee of the price and judicial expenses.

Article (63)

In accordance with Article 62 herein, if no mortgagee creditor files the application specified in Article 62 hereof, the new owner to whom ownership of the ship has transferred may discharge the ship of the mortgages listed therein by depositing the price in the treasury of the competent court. In such case, they may ask for writing off the mortgage pertaining to the ship without the necessity of following any additional procedures.

Article (64)

The mortgage may be written off from the register in either of the following cases:

1. Based on a final judicial ruling.
2. By virtue of an agreement between the mortgagee creditor and the debtor, provided that the debtor submits a declaration signed by the mortgagee creditor containing his consent to writing off the mortgage.



Article (65)

Voluntarily selling the mortgaged ship is prohibited unless the mortgagee creditor waives the mortgage within the sale contract itself; otherwise, the sale is null and void by force of law.

Article (66)

The proceeds from the sale of the wreck of sunken ships, conducted by the competent court, shall not be released to the owner or insurer until proof of payment of debts encumbering the ship is provided or until consent from creditors to waive these debts is obtained.

Chapter III

Seizure of Ship

Section One

Precautionary Seizure

Article (67)

The precautionary seizure of the ship in satisfaction of a maritime debt shall be authorized by a decision of the competent court. A debt is considered maritime if it arises from any of the following reasons:

- 1-Port fees, sea lanes, navigational aids fees, royalties, and amounts owed by the ship.
- 2-Damage caused by marine collision, pollution, or other marine accidents.
- 3-Loss of human life or bodily injury caused by the ship or arising from its exploitation.
- 4-Sea rescue operation.
- 5-Joint Maritime Losses.
- 6-Towage of the ship.
- 7-pilotage
- 8-Insurance on the ship.
- 9-Contracts for the use or Chartering of the ship.



10. Contracts for the carriage of goods under a lease, bill of lading, or other agreements.
11. Supplying products, providing fuel to the ship, or furnishing necessary tools for operating, maintaining or preserving the ship at any location where the supply occurs.
12. Construction, reconstruction, repair, or outfitting of the ship, including dry dock expenses.
13. Salaries of the captain, officers, crew, and other personnel working onboard the ship under Maritime Employment Contracts, including expenses for repatriation.
14. Damages arising from loss of or damage to goods and luggage carried by the ship, as well as damages for delays in the delivery of goods and luggage.
15. Expenditures made by the captain, shippers, Charterers, or agents of the ship on behalf of the ship or its owner.
16. Dispute relating to the ownership of the ship.
17. Dispute relating to the joint ownership of the ship and the rights and profits resulting from its operation.
18. Maritime mortgage.
19. Expenses for salvaging the sunken ship or its wreckage, including any cargo or other items it contains, floating the stranded ship, or relocating it to another location.
20. Costs relating to the maintenance of the abandoned ship and the support of its crew.
21. Fees for maritime affairs services.

Article (68)

The creditors holding debts as specified in Article 67 herein may ask for the seizure of the ship associated with the debt or any other ship owned by the debtor at the time the debt accrues, provided the ship is under the management of its owner.

However, a ship unrelated to the debt may not be seized if the debt falls under the categories listed in clauses 15, 16, and 17 of Article 67 hereof.



Article (69)

The creditor may request the imposition of seizure on the ship or any other ship owned by the Charterer if the navigational management of the ship is undertaken by this Charterer, and the Charterer is solely accountable for a relevant maritime debt. Precautionary seizure on any other ship belonging to the owner of the Chartered ship related to the maritime debt is not permitted.

The aforementioned provision applies to all cases where a maritime debt arises concerning a ship whose management is entrusted to a person other than the owner.

Article (70)

The seizure of the ship entails preventing it from sailing. A copy of the seizure report shall be provided to the ship's captain or their representative, along with another copy to the registry office to record the seizure in the register if the ship is Omani, as well as a copy to the port management where the ship has been seized to prevent it from sailing.

Article (71)

Within 15 (fifteen) days from the date of executing the seizure report, the creditor requesting the seizure of the ship shall present themselves before the competent court that issued the seizure. They shall prove the validity of the debt and request confirmation of the executive seizure. The court will consider this as a matter of urgency.

Article (72)

Subsequent to issuing a judgment affirming the validity of the debt and confirming the seizure, the competent court may order the sale of the ship. This judgment may be contested through an appeal within 15 (fifteen) days from its issuance date.

Article (73)

The precautionary seizure imposed on the ship will be lifted by a decision of the competent court if adequate guarantee or assurance is provided to satisfy the debt for which the ship has been seized. Additionally, the court may opt to entrust its operation to another party during the seizure period in a manner it deems appropriate.



Section Two

Executive Seizure

Article (74)

An executive seizure on the ship may not be imposed unless an executive deed has been provided to the debtor, stipulating the payment of the debt, and five working days have elapsed since the notice was sent without fulfilling the debt by the debtor.

The notice shall be delivered to the owner of the ship at their registered place of residence in accordance with legal notification procedures. Alternatively, the notice may be delivered to the ship's captain or their representative.

Article (75)

A seizure report shall be prepared, detailing the name of the seized ship, its data, the statement of the executive deed, the debt for which the ship was seized, the name of its owner, and the signature of the competent official responsible for notification, if an enforcement seizure is imposed on the ship.

Additionally, the report shall include the assignment of the debtor or their legal representative to appear before the competent court within a period no less than 15 (fifteen) days and not exceeding 30 (thirty) days from the date of seizure. Failure to include this assignment renders the seizure null and void.

Article (76)

A copy of the executive seizure report shall be provided to the ship's captain or their representative, along with another copy to the ship's registry office to record the seizure in the ship's register, as well as a copy to the port management where the seizure occurred to prevent the ship from sailing.

In the case of a ship owned by a foreigner who lacks a residence in the Sultanate of Oman and has no representative there, a copy of the seizure report shall be delivered to the embassy or consulate of the ship's nationality, and the owner shall be summoned in accordance with the laws of the Sultanate of Oman.



Article (77)

The court responsible for deciding on the sale of the seized ship will specify the terms of the sale, including the opening price, and designate the time and location of the auction.

The creditor or their legal representative shall publicize the sale of the seized ship by publishing announcements in two widely-circulated daily newspapers in both Arabic and English at their own expense. Additionally, this announcement shall be posted in the ship's registry office or any other location deemed suitable by the court.

The announcement shall include the following data:

- 1- Name and domicile of the creditor.
- 2- Statement of the maritime debt leading to the ship's seizure.
- 3- The sum for which the seizure is executed.
- 4- Address selected by the seizing creditor within the circuit of the court where the ship is located.
- 5- Name and domicile of the ship owner.
- 6- Name and domicile of the debtor against whom the debt is owed.
- 7- Ship data.
- 8- The name of the captain.
- 9- The place where the ship is located.
- 10- Opening price of the auction and sale conditions.

The ship may not be auctioned until 15 (fifteen) days have passed since the publication of the announcement. Upon the debtor's request, the court may order the cancellation of the executive seizure if the creditor or their legal representative fails to publish the announcement within 90 (ninety) days from the court's decision to sell.



Article (78)

Participation in the auction is restricted to those who provide a bank guarantee equal to 10 (ten) percent of the auction's opening price.

The ship will only be sold through auction after three hearings, with each hearing spaced eight days apart.

In the initial hearing, the highest bid shall provisionally serve as the basis for the auction for the subsequent hearing. If the second hearing takes place, the highest bid attained becomes the basis for the third hearing, where the sale is conclusive. In all cases, the sale will be concluded based on the highest bid presented during the third hearing.

Article (79)

If no bids are tendered on the scheduled auction day, the court may designate a new opening price, which may be lower than the initial price. Subsequently, the court shall outline the days for the auction's resumption through an announcement issued for the ship's sale once more, following the procedures outlined in Article 77 hereof.

Article (80)

The successful bidder at the auction shall deposit the remaining balance of the price and any other associated expenses with the court within the timeframe stipulated by the court. Failure to comply will result in the ship being resold in another auction, at the bidder's own risk.

Article (81)

Challenging the auction award decision is only permissible in the event of procedural irregularities. The deadline for contestation is within 15 (fifteen) days from the date of the award decision.

Article (82)

Claims of entitlement and nullity of seizure filed before the court by third parties, before the auction procedure, do not halt the enforcement procedures on the ship.



The claimant of claims of entitlement and nullity of seizure shall provide evidence and documentation within 3 (three) days from the date of filing such claims.

Claims of entitlement filed after the auction award shall be converted into the price and treated as objections to payment. The procedures outlined in the preceding paragraph hereof shall be applicable to these claims as well.

After the completion of the sale procedures and the adjudication of maturity lawsuits, the price obtained from the auction shall be distributed among the creditors based on the priority of their debts, in accordance with the provisions prescribed herein.

Article (83)

The successful bidder shall register the ship at the registry office and write off the entries related to concession rights and mortgages, under an application submitted to the registry office, along with the auction award documentation.

Part Four

Seafarers

Chapter I

Ship Owner and Operator

Article (84)

The ship owner bears civil liability for:

- 1- Actions committed by the captain, sailors, pilot, and any other personnel working in the ship's service, when these actions occur during the execution of their duties or as a result thereof.
2. Obligations arising from contracts entered into by the captain within the scope of their legal authority.

Article (85)

The ship owner may limit his liability in respect of obligations arising from one of the following reasons:

1. Death or injury to any individual transported aboard the ship, as well as loss or damage to any property onboard.



2. Death or injury to any other person, loss of or damage to any other property, or infringement of any right, if such incidents result from the fault of any person for whom the owner is responsible, whether or not such person is on the ship, provided that the fault pertains to maritime navigation, the management of the ship, shipping, carriage, or unloading of goods, or boarding, transporting, or disembarkation of passengers.

3. Damage caused by the ship to port facilities, docks, and shipping lanes. The insistence of the ship owner on the limitation of liability shall not be construed as an acknowledgment of liability.

Article (86)

The ship owner may not invoke liability limitation in the following cases:

- 1- When the obligation arises from personal fault, acts, or undertakings of the ship owner.
- 2- Obligations stemming from maritime rescue operations.
- 3- Contribution to collective maritime losses.
- 4- Rights of the captain, sailors, and any other subordinate of the ship owner working onboard or whose work is connected to the ship's service, as well as the rights of the heirs of the persons mentioned herein.
- 5- Legal obligations arising from the salvage of a shipwreck and its cargo or the floating of a sunken, derelict, or abandoned ship.
- 6- Damages caused by oil pollution and other forms of marine pollution resulting from the ship or its cargo.
- 7- Nuclear and radiological damage resulting from the ship or its cargo.

Article (87)

The liability of the ship owner shall be determined in accordance with the following:

1. With regard to material damage, liability shall be determined by an amount of 30 (thirty) OMR for each ton of the total tonnage of the ship.
2. With regard to physical damage, liability shall be determined by an amount of 60 (sixty) OMR for each ton of the total tonnage of the ship.



3. For accidents that result in both physical damage and material damage, liability shall be determined by an amount of 60 (sixty) OMR for each ton of the ship's total tonnage to compensate for physical damage and 30 (thirty) OMR for each ton of the ship's total tonnage to compensate for material damage.

If the amount allocated for compensation of all physical damages is insufficient, the remainder shall be shared in the amount allocated for compensation of material damages.

In the event of the death of persons on board the ship, compensation as legal blood money shall not be less than the amounts prescribed by law for blood money.

Article (88)

The distribution in each case specified in Article 87 hereof shall be proportional to each undisputed debt.

Should the ship owner settle any of the debts outlined in Article 85 hereof before allocating compensation amounts, he may stand in for the creditor in the distribution, to the extent of the amount paid.

The competent court may temporarily withhold a portion of the allocated amounts for the settlement of debts for which claimants have not submitted claims.

Article (89)

The amounts designated for compensating physical and material damage arising from a single accident shall be separated from fulfilling the obligations pertaining to that specific incident, irrespective of debts arising from other accidents.

Article (90)

The limitation of liability will not be applicable if, arising from the same incident, the ship owner incurs a debt to one of the creditors involved in that incident, except concerning the balance remaining for that creditor in the ship owner's custody after settling the debt as per Article 88 hereof.

If the ship owner has made available to the creditor sums allocated for compensating the damages incurred or has provided a guarantee acceptable to the court, the creditor may not take any action against the ship owner's property.



Article (91)

The provisions regarding limitation of liability outlined in the preceding Articles are also applicable to the ship operator, other than the owner, insurer, and the representatives of the partners in the ship in cases of joint ownership. Additionally, they apply to the captain, sailors, and other subordinates in their job performance, under the same conditions applicable to the ship owner, provided that their liability does not surpass the limits specified for the ship owner's liability as stated in Article 87 hereof.

The captain or sailors may invoke the legal limitation of liability outlined herein if they face a lawsuit due to an accident causing physical or material damage, regardless of whether the accident resulted from their personal error during their duties.

However, this provision doesn't apply if the ship's captain or sailor is also the owner, has a share in it, or acts as an operator or agent of the owners in cases of joint ownership, unless the mistake is made in their capacity as the ship's captain or a sailor on board.

Article (92)

A decision will be issued by the Minister to regulate the provisions concerning ship preparation and the regulation of sailors' work.

Chapter II

Captain

Article (93)

The captain shall be appointed and dismissed by the ship owner or their representative. If dismissed, the captain may seek compensation according to the general rules.

Article (94)

The captain holds sole command over the ship and oversees the voyage. In the captain's absence, death, or any other incapacity preventing the captain from assuming command, the officer next in rank assumes command over the ship.



While navigating the ship, the captain shall adhere to technical principles recognized in maritime navigation within Oman, international and regional agreements, maritime practices, and the regulations applicable in the waters where the ship operates.

Furthermore, the captain shall ensure the safety and seaworthiness of the ship. The captain shall also consider the sufficiency of provisions and supplies throughout the ship's journey.

Article (95)

Article (96)

The captain may not abandon the commandment of the ship from the commencement of the voyage until the ship safely docks at a berth or port.

Unless faced with genuine danger, the captain may not abandon the ship or issue orders for its abandonment. Should such a situation arise, the captain shall prioritize the evacuation of women, children, and elderly passengers, followed by the remaining passengers and crew. The captain is to be the final individual to depart the ship, ensuring the preservation of cash, ship documents, and valuable cargo, if feasible, and documenting these actions in a report signed by both the captain and the ship's officers.

Article (97)

The captain shall take all requisite actions to safeguard the ship and the interests of the operator, crew, passengers, and shippers.

This includes overseeing routine management and minor repairs aboard the ship. The captain wields authority over all individuals on board to maintain order, security, and the safety of both passengers and cargo. To fulfill this duty, the captain may enlist the assistance of crew members, end their service, and enforce disciplinary sanctions on them.



Article (98)

The captain has the authority to authenticate contracts executed aboard the ship during the voyage. Additionally, it is the captain's responsibility to document any births or deaths that occur onboard during the voyage. These occurrences shall be recorded in the ship's logbook and promptly reported to the relevant Omani embassy or consulate upon arrival at the initial port of call, or to the Maritime Authorities upon return to the Sultanate of Oman.

In collaboration with the ship's officers, the captain shall inventory the belongings of any deceased individuals onboard during the voyage. These belongings should be safeguarded and subsequently surrendered to the Maritime Authority upon arrival at the initial port of call.

Additionally, if the ship lacks adequate sanitary means of isolation, the captain may disembark individuals with infectious disease at the nearest location where they can receive proper medical treatment.

Article (99)

In case of a crime onboard, the captain shall gather evidence and conduct investigations that cannot be postponed. If deemed necessary, the captain may apprehend the accused, carry out searches and investigation, and implement measures to safeguard evidence and relevant items that could aid in proving the crime. The captain shall compile a report outlining the investigative measures undertaken. This report, along with the report of collection of seized evidence and items, shall be submitted to the closest police station upon the ship's arrival at its initial port of call.

The contents of this report are deemed as evidence for what is stated in it until proven otherwise.

Article (100)

The captain shall be considered a legal representative of the operator in the place where neither the operator nor their agent is present. The captain represents them before the judiciary and exercises the powers mandated by law on their behalf concerning anyone with an interest in the ship or its cargo. Any determination made in this capacity cannot be contested by a third party acting in good faith.



Article (101)

The captain shall comply with the operator's instructions regarding the business and inform them as per customary practice for each order concerning the ship or its cargo.

The captain may not sell the ship except with a special authorization from its owner.

Similarly, the captain may not obtain loans using the ship or its cargo as collateral unless authorized by the owner or operator.

Article (102)

Throughout the voyage, the captain shall maintain the legally required documents related to the ship, sailors, passengers, and cargo on board.

Article (103)

The captain shall assume responsibility for keeping the following records and books:

- 1- Upon the departure of the ship and its arrival at each port, a record of the ship's facts, stating the emergency accidents, the state of the sea and the air, the crimes and administrative violations committed on the ship, the disciplinary sanctions, the births or deaths that occur onboard, the maneuvers of the lifeboats, the fire, the draft of the ship, and the decisions taken during the voyage. The captain and one of the officers on the ship shall sign this record and the pages of the report shall be numbered and endorsed by the Maritime Authority
- 2- The machine room book, documenting machine movements, fuel consumption, oil waste disposal, fuel intake during sailing, daily consumption, and any accidents or repairs.
- 3- The deck condition book, recording daily work distribution and the ship's service system.
- 4- Radio communication book.
- 5- Oil record for preventing water pollution.
- 6- The ship's financial affairs book, including the statement of revenues and expenses.
- 7- A book for fishing yield reports for fishing ships.
- 8- Any other books or records required by the Maritime Authority.



Article (104)

Whenever requested by the Maritime Authority, the captain shall present the record of the ship's facts to the Maritime Authority for endorsement within 24 hours of the ship's arrival at the destination port or the location where the ship has anchored, whether voluntarily or involuntarily.

Article (105)

The captain shall prepare a report of any unusual accidents that occur during the voyage, whether involving the ship, its cargo, or the individuals on board. Additionally, the captain shall maintain the official record of the ship's facts and hand it over to the Maritime Authority upon request.

The Maritime Authority will forward the report to the nearest police station if the acts involve criminal suspicions, to initiate an investigation and question sailors and passengers to gather relevant information that helps reach the truth. A record of these proceedings will be prepared, with a copy provided to the captain. The contents of this record are considered an evidence for what is stated in it until proven otherwise.

Except in cases of extreme necessity, the captain may not commence unloading the ship unless the aforementioned report is submitted.

Article (106)

In cases of necessity, the captain shall undertake all urgent work required to ensure the safety of life and the preservation of the ship and its cargo. If circumstances permit, the captain shall inform the operator before initiating any such actions.

Article (107)

The captain may not load cargo onto the deck without written consent from the shipper or unless there is a custom to do so.

Article (108)

The captain shall be liable to the Provider for any errors or breaches of duty.



Chapter III

Sailors

Article (109)

The Minister will issue regulations governing maritime operations, rules regarding security, discipline aboard ships, maritime documents for sailors, and the qualifications required for captains, navigation officers, and maritime engineers on commercial ships.

Article (110)

Sailors may not perform any work on a ship engaged in maritime navigation unless they possess the necessary maritime documents obtained from the Maritime Authority.

No. (111)

No Omani ship is allowed to embark on a sea journey unless it has an adequate number of licensed sailors, as stipulated in a decision issued by the Minister.

Chapter IV

Regulation of Maritime Work

Section One

Maritime Employment Contract

Article (112)

The provisions of this law and the regulations and decisions issued in implementation of it apply to the Maritime Employment Contract.

Article (113)

The Maritime Employment Contract shall be documented in writing; however, sailors may prove the Contract through alternative means of proof.

The captain shall keep a copy of the Maritime Employment Contract for all sailors engaged on the ship.



Article (114)

The Maritime Employment Contract shall be drawn up in 3 (three) original copies approved by the Maritime Authority. One copy is to be provided to the operator, another deposited with the Maritime Authority, and the third handed over to the sailor. The Maritime Employment Contract shall include the following data:

- 1- Date and place of conclusion of the contract.
- 2- Sailors' name, age, nationality, address, and assigned duties aboard the ship.
- 3- Name and type of ship.
- 4- Sailors' wages, place and date of payment.
- 5- Number, date and place of issuance of the identity document of the sailor.
- 6- The duration of the contract, and the date of travel, if the contract is for one voyage, the port from which the trip begins, and the port in which it ends shall be indicated.

In coordination with relevant entities, the Maritime Authority may waive certain data requirements for sailors' employment contracts related to fishing, recreational, and sailing ships.

Article (115)

The voyage concludes either upon the ship's arrival at the designated port after unloading its cargo or by the cancellation of the voyage under mutual agreement between the parties if the Maritime Employment Contract is for a single voyage.

If the Maritime Employment Contract is for a specific duration, the contract's expiration date shall be stated. For contracts of indefinite duration, the period of notice given by one party to the other party to terminate the contract shall be specified. If the operator sends notice to terminate the contract to the sailor, the contract automatically extends until the ship reaches the port where the contract was originally concluded. Conversely, if the sailor gives notice to terminate, the contract extends by law until the ship reaches the first Omani port, unless agreed otherwise.



Article (116)

The Maritime Employment Contract expires for one of the following reasons:

1. The lapse of the period specified in the contract.
2. At the request of one of its parties if the contract is for an indefinite period, provided that the notice is given in accordance with the provisions of Article 115 hereof this law.
3. Completing the voyage or cancelling it voluntarily, if the contract is concluded for the voyage.
4. Issuing a judicial decision to cancel the contract.
5. The sinking, confiscation, loss, or seizure of the ship, or if it becomes unseaworthy. In the latter case, the operator may terminate the Maritime Employment Contract without notifying the sailor.
6. Death of the sailor.
8. The agreement of the parties.

Article (117)

Upon the expiry of the Maritime Employment Contract, the sailor may obtain from the owner or his representative a Certificate stating that he has fulfilled the obligations resulting from the contract.

Article (118)

One year from the date of expiry of the contract, all lawsuits arising from the Maritime Employment Contract shall terminate.

Section Two

Duties of the Sailor

Article (119)

The sailor shall be present on the ship on the day and hour specified in the contract.

The sailor shall also carry out the work agreed upon in the contract, and obey the orders of his superiors regarding the service of the ship. The sailor may not leave the ship except with the permission of his superiors. If the sailor is absent from work without permission, he loses his right to remuneration for the period in which he is absent. The sailor also loses his right to remuneration for the period in respect of which a penalty of deprivation of liberty has been carried out against him.



Furthermore, in the event that the ship is exposed to danger, the sailor shall seek to rescue the ship, the persons thereon, and the cargo carried on it. In this case, the sailor shall be granted a bonus for overtime that is not less than the wage corresponding to the task's hours.

Article (120)

The sailor aboard the ship may not engage in work outside of those specified in the contract, except in cases of force majeure or situations endangering the safety of individuals on board or the cargo. The determination of such cases lies within the discretion of the ship's captain.

Article (121)

The sailor may not load any goods onto the ship for personal gain without obtaining consent from the shipowner or their representative. Breaching this regulation will necessitate the sailor paying a freight equivalent to the highest applicable rate at the time and place of shipment, along with compensation due to the owner.

If these goods jeopardize the ship's safety, the individuals aboard, or the cargo, or if they incur fines, expenses, or risk confiscation of the ship, the captain may dispose of them at sea.

Section Three

Duties of the Operator

Article (122)

The operator shall disburse the sailor's wages at the designated time and location outlined in the contract, or as dictated by maritime custom if not explicitly stated.

The wages of the sailors and other due amounts shall be paid in the currency agreed upon in the contract.

Additionally, the sailors may request that the operator disburse all or a portion of their cash wages to them directly or to an appointed recipient.

Article (123)

In the event of shortening the voyage for any reason whatsoever, the sailor's wages may not be reduced for any reason, provided that the amount is based on the voyage. Conversely, if the voyage is prolonged or delayed, the sailor's wages shall be increased in proportion to the extension of the period. However, the captain does not benefit from this provision if the delay or extension of the voyage results from their misconduct.



Article (124)

The sailor designated for the voyage shall be entitled to their wage for the days served aboard the ship if force majeure obstructs the commencement or continuation of the voyage. Additionally, the sailor is entitled to a share in any insurance payouts or compensations received by the ship's owner or operator, equivalent to their remaining wage.

Article (125)

In the event of the sailor's death at the outset or during the voyage, if the contract pertains solely to the outbound journey, the operator shall pay the sailor's full wage.

Similarly, if the sailor passes away during the journey or upon arrival at the destination port, the operator shall pay half of the sailor's wage. However, if the death occurs during the return voyage in contracts encompassing both outbound and return journeys, the operator shall pay the sailor's full wage.

Article (126)

The sailor may obtain an advance payment from the operator as a payment of the agreed wage, not exceeding a quarter of the agreed wage. A statement of this advance shall be mentioned in the book of the financial affairs of the ship, and signed by the sailor.

Furthermore, after obtaining an authorization from the sailor, the advance may be disbursed to their spouse, ascendants, descendants, or other dependents residing and depending on the sailor.

However, if the contract is terminated, the operator may not reclaim this advance unless the contract is canceled by the sailor or for a reason attributable to him.

Article (127)

Except within the limits prescribed by law, the sailor's wage may not be seized or waived, allowing it only within specified limits. However, the captain's wage, except for his basic wage, may be subject to seizure for debts owed to the operator in his capacity as their agent. Moreover, the sailor's clothing and tools, as well as expenses related to their medical treatment and medications, may not be seized under any circumstances.



Article (128)

During the voyage, the operator shall provide the sailor with food and accommodation aboard the ship at no cost.

Additionally, if a sailor sustains an injury or falls ill while serving on the ship, the operator shall provide medical treatment free of charge.

In cases where the injury or illness is incurable, the provisions of the Labour Law regarding entitlements apply to the sailor.

The operator shall cover the expenses of treating a sailor if the injury or illness results from the sailor's intentional misconduct, such as drunkenness, violation of regulations, or other acts of misconduct. In such cases, the operator may deduct these expenses from the sailor's wages.

Additionally, if any sailor or crew member onboard is infected with infectious or epidemic diseases, the operator shall promptly inform the relevant authorities before the ship enters a port to take necessary health measures.

Article (129)

A sailor who sustains an injury or illness while serving onboard the ship is entitled to receive his full wage during the voyage. However, if the injury or illness results from insubordination, drunkenness, or other forms of misconduct, the sailor may not be entitled to his wage or compensation.

Article (130)

In the event of a sailor's death while serving onboard the ship, regardless of the cause, the operator shall cover the expenses of repatriating the deceased seafarer to his country for burial.

Within 15 days from the date of death, the operator shall deposit the cash wage and any other amounts owed to the deceased sailor with the treasury of the Maritime Authority. Additionally, the operator shall maintain the property of the deceased and deliver it to his heirs.

Article (131)

If the Employment Contract of a sailor ends for any reason while the ship is in a port other than the one where the contract was originally concluded, the operator, at his own expense, shall repatriate the sailor to either the port specified in the contract or to another port mutually agreed port.



Article (132)

The operator shall repatriate the sailor to Oman if circumstances during the voyage necessitate their disembarkation from the ship, unless the disembarkation is based on an order from the foreign authority in the port in which the ship is located, or based on an agreement between the operator and the sailor.

The Omani sailor contracted with in an Omani port shall be repatriated to that same port, unless otherwise specified in the contract.

The Omani sailor contracted with in a foreign port shall be repatriated to that port or another agreed-upon port.

Similarly, the foreign sailor shall be repatriated to the port in which he was contracted, unless otherwise specified in the contract.

The obligation of the operator to repatriate the sailor includes covering expenses related to food, accommodation, and transportation fees.

Article (133)

If the sailor was contracted for a voyage, the heirs of the sailor are entitled to receive an amount equal to the wage of three months, or the equivalent of the voyage wage, whichever is higher. This is in addition to any compensation and bonuses stipulated hereby or any other applicable law if the sailor dies while defending the ship, its cargo, or its passengers.

Article (134)

The decision to dismiss the sailor, along with its date and reasons, shall be documented in the ship's logbook within seven days from the date of the dismissal, otherwise the dismissal is deemed unlawful.

Article (135)

The court may exempt the operator from paying the sailor's wages, either in full or partially, if the ship sinks, is lost, confiscated, seized, or becomes unseaworthy, and the operator demonstrates that these occurrences resulted from the actions of the sailor or his neglect to rescue the ship, its cargo, or the passengers.



Part Five

Ship Agent, Cargo Agent and Loading and Unloading Broker

Chapter I

General Provisions

Article (136)

Contracts and activities executed by the ship's agent and the loading and unloading broker shall be governed by the law of the port state where such contracts and activities are executed, unless otherwise agreed.

Article (137)

The ship's agent or the loading and unloading broker may file a lawsuit against the operator before the court having jurisdiction over the domicile of the ship's agent or the loading and unloading broker, as the case may be.

Article (138)

The ship's agent is responsible to the operator for the services rendered on the operator's behalf, acting as their agent for a fee, while the cargo agent is accountable to the owners of the goods they handle, acting as their agent for a fee.

The ship's agent, cargo agent, and the loading and unloading broker are not held responsible to the owners of goods or consignees for any loss or damage to the goods they receive from the owners for carriage on the ship, or those they discharge with the intention of delivering them to their owners or consignees, unless such loss or damage is a result of their personal fault or the fault of their subordinates.

However, the loading and unloading broker is accountable for the works he undertakes as outlined herein.



Article (139)

The lawsuits between the ship's agent and the loading and unloading broker expire two years from the date the debt becomes due.

Chapter II

Ship Agent

Article (140)

The operator of a foreign ship shall appoint an agent for the ship when using Omani ports or the territorial sea of the Sultanate of Oman.

From the moment the ship enters the port or territorial sea of Oman until its departure, the ship's agent shall perform the tasks assigned by the ship's operator or captain. Additionally, the captain may delegate the ship's agent to receive goods from their owners for shipment upon departure, or to deliver goods to their owners after unloading upon arrival, and to collect the freight owed to the operator from the owners of the goods.

The ship's agent may not abandon his agency to the ship while it is in an Omani port or in the territorial sea of the Sultanate of Oman, for any reason whatsoever. In the event of a violation of this provision by the ship's agent, the Maritime Authority may revoke the license to practice the activity of the ship's agency.

Article (141)

The ship's agent is considered a representative of the operator in lawsuits initiated by or against the operator. Additionally, the domicile of the ship's agent in the Sultanate of Oman serves as the domicile of the operator for the purpose of receiving judicial and other legal documents.



Chapter III

Cargo Agent

Article (142)

Upon the ship's arrival, the cargo agent is responsible for receiving the goods from the carrier on behalf of their owners and for paying the freight charges, whether in full or in part, upon receipt.

Article (143)

The cargo agent shall carry out the procedures and measures prescribed by law to preserve the rights of the owners of the goods against the carrier. Upon receiving the goods from the carrier, it is presumed that they were received in the condition and quantity specified in the bill of lading, although evidence to the contrary may be presented in the dealings between the cargo agent and the carrier.

Chapter IV

Loading and Unloading Broker

Article (144)

The operator or owners of the goods may delegate the loading and unloading broker to undertake loading and unloading operations and other associated work through a written agreement, in accordance with the rules in force in each port.

Article (145)

The loading and unloading broker shall carry out the loading and unloading operations and any additional tasks related to them on behalf of the designated party, and shall only be accountable to that party in this regard.

Article (146)

The provisions concerning limiting and exempting the liability of the carrier, as well as the prescription provisions outlined in Articles 212 and 219 hereof, shall also apply to the loading and unloading broker.



Part Six

Usage of Ship

Chapter I

Ship Chartering

Section One

General Provisions

Article (147)

The Charter of the ship shall be in writing.

Article (148)

The sale of the ship does not automatically terminate the Charter. However, the buyer may request the termination of the Charter if they can demonstrate that they were unaware of its existence or could not have reasonably known about it at the time of concluding the Sale Contract.

In all cases, the Charter of the ship will be renewed after the expiration of its specified period, unless otherwise agreed upon in writing.

Article (149)

The Charterer shall not sublet the ship or transferring the rights derived from the Charter to third parties without obtaining written consent from the Lessor.

No direct relationship is established between the Lessor and the sub-Charterer as a result of the Sub-Charter; the main Charterer retains liability to the Lessor for Charter obligations. However, the Lessor may seek recourse against the sub-Charterer, limited to the amount owed by the sub-Charterer to the main Charterer, without prejudice to the rules of tort liability.



Article (150)

The Lessor may detain goods at the destination port until rent is paid, unless a guarantee acceptable to the court is provided as prescribed by law. The court may authorize the sale of goods equal to the value of the rent due in accordance with the prescribed procedures.

Additionally, the Lessor holds a lien over goods loaded on the ship as security for ship freight and associated fittings. This lien persists for 15 days after goods delivery, unless it results in a right in rem to a bona fide third party.

This lien remains valid even if the goods are mixed with others.

Article (151)

Lawsuits arising from the Charter party contract of the ship shall end after the lapse of one year, calculated as follows:

1. From the date of expiry of the contract if the ship is Chartered for the period.
2. From the date of returning the ship to the Lessor in cases where the Charterer is late in returning the ship to the Lessor at the end of the Charterer.
3. From the date of the ship's written off from the register of ships in the event of its destruction.
4. From the date of the end of each voyage in the event that the ship is Chartered by voyage, and the voyage ends with the arrival of the ship at the agreed port and the unloading of the Charterer's goods.

Article (152)

The Parties may agree otherwise than in this Chapter.

Section Two

Chartering Unequipped Ship

Article (153)

the ship's navigation and commercial operations, unless specified otherwise in the agreement.



Article (154)

The Lessor shall provide the designated ship and its related documents to the Charterer at the time and location agreed upon in the contract, ensuring the ship is in seaworthy condition.

Additionally, the Lessor shall repair damages caused by force majeure or normal usage for the purposes agreed upon in the contract.

Rent payments for periods during which the ship is out of service due to such aforementioned damages shall not be entitled.

Article (155)

The Charterer shall pay the agreed rent on the dates specified in the contract.

The Charterer shall appoint the captain and sailors of the ship, cover their living expenses, and fulfill other associated obligations. Expenses related to the operation of the ship and insurance are also the responsibility of the Charterer, unless otherwise agreed upon.

The Charterer shall maintain the ship and utilize it for the specified purpose, in alignment with its technical specifications as delineated in the navigation license. Additionally, the Charterer shall cover the costs associated with ship maintenance and repairs not specified in the second paragraph of Article 154 hereof.

Upon the termination of the Charter, the Charterer shall surrender the ship and its contents at the port of receipt, maintaining its condition as at the time of delivery, considering depreciation resulting from normal usage.

In the event that the lease period expires mid-voyage, the Charter shall extend until the conclusion of said voyage, with the Lessor entitled to the stipulated rent for the additional days beyond the Charter duration. Should the Charterer default on returning the ship post-contract expiry due to his default, they shall compensate the Lessor with an amount double the agreed rent amount for the duration of the delay.



Section Three

Chartering Equipped Ship for Voyage

Article (156)

The Charter agreement for an equipped ship for the voyage shall specifically contain the following data:

- 1- -The name and domicile of each of the Lessor and the Charterer.
- 2- -The name of the ship, its nationality, its net tonnage, and whether the Charter encompasses the entirety or a portion of the ship.
- 3- -The name of the captain.
- 4- -The type, amount, and description of the cargo.
- 5- -Agreed place and time for loading and unloading.
- 6- -The amount of the rent amount, and the method of calculating it.
- 7- -A statement of the voyage(s) agreed upon in the Charter.

Article (157)

The Lessor shall provide the designated ship to the Charterer at the agreed time and location, in a seaworthy state, and equipped with all requisite provisions for the execution of the agreed-upon voyage(s) specified in the contract.

Article (158)

The Lessor shall retain management of the ship during the voyage(s) agreed upon.

Article (159)

The Charterer shall transport the goods specified in the Charter. Even if the Charterer fails to transport all the goods aboard the ship, they are still liable to pay the complete rent.

Article (160)

The Charterer shall load and unload the goods within the period agreed upon in the Charter. If the parties do not agree on a specific period, the provisions of custom shall prevail.



If loading or unloading exceeds the agreed or customary timeframe, an additional period, not surpassing the duration specified by the agreement or custom, shall be granted. This is in the event that a certain period is not agreed upon. The Lessor is entitled to daily compensation for this extension, as determined by mutual agreement or customary reference.

A second extension, not surpassing the duration of the initial extension, shall be granted if loading or unloading exceeds the additional period specified in the preceding clause. The Lessor is entitled to daily compensation equivalent to the daily compensation set for the initial extension, augmented by half, without prejudice to any other compensation due to the Lessor.

The daily compensation entitled by the Lessor for the extension shall be considered an adjunct to the rent, and its provisions shall apply to him.

Article (161)

The period specified for loading and unloading shall commence from the date when the captain notifies the Charterer of the ship's readiness to load or unload the goods.

If the goods are shipped before the expiration of the specified period, the remaining days of the shipping period shall not be added to the unloading period, unless stipulated otherwise. However, it is permissible to agree upon granting the Charterer a reward upon completing the loading or unloading process before the specified date.

Official and customary holiday days shall not be included in the calculation of the loading or unloading period unless loading or unloading operations have already commenced. The loading or unloading period shall cease in cases of force majeure.

Regarding extensions, official or customary holidays are included in the calculation, and their validity remains even in the presence of force majeure. However, it is admissible to consider reducing the compensation for the initial extensions if the impediment persists.

Article (162)

Upon the expiration of the unloading period, the captain may unload the loaded goods at the expense and liability of the Charterer. In such a case, the captain shall undertake all requisite measures to safeguard the goods.



Article (163)

Without the Charterer's permission, the Lessor may not transport any goods on the ship or within the leased portion thereof, except those belonging to the Charterer. In the event of such a violation, the freight pertaining to the unauthorized goods shall rightfully belong to the Charterer, who may also seek damages if warranted.

Article (164)

The Charterer shall bear responsibility for any damages incurred by the ship or other goods loaded thereon if such damages result from the fault of the Charterer, their subordinates, or representatives, or if they stem from defects in the Charterer's goods.

Article (165)

In the event of force majeure rendering the voyage impossible to execute, the Charter for the equipped ship terminates without either party being obligated to compensate the other party.

Article (166)

If a force majeure event temporarily obstructs the commencement or continuation of the voyage for the equipped ship, the Charter shall remain in force without compensation or rent increase. In such instances, the Charterer may request the unloading of their goods at their expense, followed by reloading them onto the ship at their own expense.

Article (167)

In the event that the ship is unable to continue the voyage, the Lessor shall Charter another ship at their expense to transport the goods to the agreed-upon port, without being entitled to an increase in the rent. Should the Lessor fail to secure an alternative ship, they are not entitled to any rent, except for the portion of the voyage completed.

Article (168)

If the ship is unable to reach the designated port for unloading the goods, the captain shall navigate the ship to the nearest port for unloading. The Lessor shall bear the expenses associated with transporting the goods to the agreed-upon port of arrival unless the inability to reach this port stems from force majeure, in which case the Charterer shall bear these expenses.



Article (169)

The Charterer may request the unloading of their goods at any port before reaching the agreed-upon destination, provided they cover the entire rent and any additional expenses incurred.

Article (170)

The ship's rent is not applicable if the loaded goods fail to be delivered to the consignee or made available at the destination port.

However, the rent becomes due in instances where non-delivery results from the destruction of the goods due to the following reasons:

- 1-The fault of the Charterer or one of their subordinates.
- 2-The nature of the goods or the existence of a defect therein.
- 3- If the captain has to sell the goods during the voyage due to a defect,
4. If the captain orders the destruction of the goods due to their danger, damage, or prohibition of transport, and the Lessor does not know of this when they are loaded on the ship.
5. Death of animals shipped during the voyage due to reasons not attributable to the Lessor or their subordinates.
- 6- If the captain decides to throw the goods into the sea to save the ship, the cargo, and personnel, in which case the provisions of joint maritime losses shall apply.

Article (171)

The Charterer remains obligated to pay the rent in the following circumstances:

1. Abandoning the goods to the Lessor.
2. Confiscation of the goods by state authorities before delivery to the consignee.



Section Four

Chartering an Equipped Ship for a Period

Article (172)

The Charter of an equipped ship for a period shall include the following data:

1. The name of the Chartered ship, its nationality, its cargo, and other descriptions necessary for its designation.
2. The name and domicile of the Lessor and the Charterer.
3. The amount of the rent.
4. The duration of the Charter.

Article (173)

The Lessor shall provide the ship to the Charterer at the designated time and location, ensuring it is seaworthy and equipped with the necessary provisions for the agreed-upon service outlined in the Charter. Furthermore, the Lessor shall maintain the ship in this condition throughout the duration of the Charter.

Article (174)

The Lessor shall maintain the navigational management of the Ship, including its preparation, maintenance, crew appointment, provision of living expenses, and payment of their wages.

The Charterer assumes responsibility for the commercial management of the ship, including the provision of fuel, oil, and lubricants, payment of port and pilotage fees, and other expenses pertinent to the commercial management of the ship. The captain shall adhere to the instructions issued by the Charterer concerning all aspects of the ship's commercial operation, within the limits outlined in the contract.

If the navigational management of the ship is transferred to the Charterer, they shall be held accountable for the destruction of the ship and joint maritime losses, except in cases where it can be proven that such destruction results from navigational hazards or errors on the part of the Lessor. However, if navigational management remains with the Lessor, they shall bear liability for any destruction of the ship, unless it can be proven that such destruction stems from errors committed by the Charterer.



Article (175)

The Charterer assumes responsibility for damages resulting from the commercial operation of the ship, with consideration given to depreciation resulting from regular usage.

The Lessor bears liability for damages to the goods if such damages stem from their failure to fulfill their obligations.

Article (176)

The Lessor is entitled to receive rent from the day the ship is made available to the Charterer. However, rent is not payable if the ship is destroyed or if it becomes inoperable due to force majeure or the actions of the Lessor.

Article (177)

If the Lessor is unable to collect the rent from the Charterer within seven days from the date of written notice, the Lessor shall regain the right to manage the ship. In such an event, the Lessor shall deliver the loaded goods to the port of destination in exchange for the equivalent fee, without prejudice to their right to claim compensation.

Article (178)

Upon the termination of the Charter, the Charterer shall return the ship to the port where it was initially made available upon the commencement of the Charter.

If the lease period expires during the voyage, the Charter extends until the completion of said voyage. In such cases, the Lessor is entitled to the agreed-upon rent for the additional days beyond the Charter period.

The Charterer shall not request a reduction in the agreed-upon rent if they return the ship to the Lessor before the expiration of the Charter period.



Chapter II

Contract of Carriage by Sea

Section One

Contract of Carriage of Goods by Sea

Article (179)

The Contract of Carriage of Goods by Sea shall be evidenced only in writing.

Article (180)

The carrier shall issue the bill of lading upon receipt of the goods and their loading onto the ship.

Alternatively, the carrier may provide the shipper with a receipt for receiving the goods before their loading onto the ship. This receipt holds the same authority as the bill of lading if it contains the information outlined in Article 181 hereof.

Upon request of the shipper, after the goods are loaded on the ship, it is permissible to substitute the bill of lading with the receipt mentioned in the preceding paragraph.

Furthermore, the shipper may request either the carrier or the captain to include a statement on the bill of lading confirming that the shipment has indeed taken place on the ship, along with the date of shipment.

Article (181)

In particular, the bill of lading shall include the following data:

- 1- The name and address of the carrier, the shipper, and the consignee.
- 2- Specifications of the goods according to the data stated by the shipper, in particular their type, nature, number of packages, weight, size, distinguishing marks, and apparent condition.
- 3-The name of the ship, its nationality, and its cargo.
- 4-The name of the captain.
- 5-The name of each of the following: Port of loading, port of discharge.
- 6-Freight, if it is due in full on arrival, or the part of it due on arrival.
- 7-The place and date of issuance of the bill of lading, and the number of copies made of it.



8- Bill of lading number.

9- Signature of: The captain and the shipper.

The markings affixed to the goods shall be adequate for their identification and positioned prominently to ensure readability throughout the duration of the voyage.

Article (182)

The bill of lading shall be drawn up in two original copies, with one provided to the shipper and the other to the carrier. The carrier or the captain shall sign the original copy provided to the shipper, granting the lawful bearer the authority to receive and manage the goods.

The bill of lading may be issued electronically, subject to the same regulations governing ordinary documents. It carries equivalent authenticity and effects.

Article (183)

Upon request of the shipper, the bill of lading may be prepared in multiple replicas. Each copy shall be signed and sequentially numbered, with the total number of copies executed. Each copy serves as a replacement for the others, and delivering the goods under one copy renders the remaining copies void concerning the carrier.

Article (184)

A bill of lading can be issued in the name of a specific individual, to “their order”, or to” its bearer”.

The assignment of the nominal bill of lading shall adhere to the procedures outlined for the transfer of rights. The carrier shall deliver the goods to the holder of the most recent bill of lading.

A bill of lading issued “to order” is circulated through endorsement, and the mere signature of the bearer on the back of the bill constitutes a transfer of title endorsement. The endorsement of the bill of lading is subject to the provisions of the Trade Law.

A bill of lading issued to “its bearer” is circulated through physical delivery, and it is permissible to specify in the bill of lading that its transfer or circulation is prohibited. An electronic bill of lading is circulated electronically.



Article (185)

When goods are delivered to the carrier, the shipper shall provide in writing the pertinent data regarding the goods, which shall be documented in the bill of lading. The carrier or the captain may make reservations regarding the registration of data concerning the marks, quantity, or weight of the goods if there are substantial grounds to doubt their accuracy or if there are insufficient means to verify them. In all instances, the reasons for entering reservations regarding the registration of data concerning the goods in the bill of lading shall be specified.

The shipper shall inform the carrier if the goods are hazardous, flammable, or explosive. Additionally, the shipper shall affix a warning statement to the goods indicating their dangerous nature, instructions for precautionary measures, and confirmation of compliance with the International Maritime Dangerous Goods (IMDG) Code.

The shipper is responsible for indemnifying the carrier for damages arising from inaccuracies in the data provided regarding the goods. The carrier may not contest the validity of the data stated in the bill of lading against any party other than the shipper unless reservations regarding such data are noted in the bill of lading.

Article (186)

Any letter or agreement in which the shipper assures to indemnify the carrier for damages arising from the issuance of a bill of lading without reservations regarding the recorded data shall not be enforceable against third parties who are unaware, at the time of receiving the bill of lading, of any inaccuracies in the data.

The consignee, in whose name or to “their order” the bill of lading is issued, is considered a third party within the provision of the preceding paragraph, unless they are the shipper themselves.

Article (187)

Before sailing, the captain may either unload the goods from the ship at the loading place or retain them there, transporting them at a freight equivalent to that paid for goods of their type at said location. This action may be taken if the goods differ from those specified in the bill of lading or if the data pertaining to them are inaccurate, without prejudice to the compensation due. In the latter case, the captain shall amend the bill's data to reflect the nature of the goods.



The captain may discard the goods mentioned in the preceding paragraph into the sea if, during the voyage, their presence poses a threat of damage to the ship or the goods loaded on it. This action is permissible if transporting the goods would result in fines or expenses exceeding their value, or if they belong to a category of goods prohibited by law from being sold, circulated, or exported.

Article (188)

The carrier may unload, damage, or mitigate the risk posed by hazardous, flammable, or explosive goods loaded onto the ship at any time. The carrier is absolved of liability for such actions if it can be demonstrated that they would not have consented to the loading of these goods had they been aware of their nature. The shipper is accountable for any damages and expenses incurred as a result of placing these goods on the ship.

The carrier may not remove, destroy, or mitigate the danger posed by the goods mentioned in the preceding paragraph if they are aware of them and have authorized their shipment, unless their danger poses a threat to the ship or its cargo. In such instances, the carrier is not held liable for these goods except insofar as the application of joint maritime loss provisions is necessary.

Article (189)

The bill of lading serves as evidence of the carrier receiving the goods from the shipper in the condition specified therein.

Furthermore, if the bill of lading includes the statement that the shipment was actually completed on the ship and the date of shipment, the bill of lading shall be deemed evidence of the shipment of the goods on the ship specified in the statement and on the date mentioned in it.

The bill of lading serves as evidence of the data it contains, as between the carrier and the shipper, as well as in relation to third parties.

In the relationship between the carrier and the shipper, it is permissible to provide evidence contradicting the contents of the bill of lading. However, the carrier is not allowed to present evidence contradicting the bill of lading's data to third parties. Conversely, third parties may present evidence contrary to what is stated in the bill of lading.

The consignee, in whose name or to "their order", the bill of lading is issued, shall be deemed to be a third party unless they are the shipper themselves.



Article (190)

The receipt mentioned in the second paragraph of Article 180 hereof serves as evidence of the carrier's receipt of the goods from the shipper in the condition specified in the receipt, unless proven otherwise.

Article (191)

The captain shall deliver the goods upon their arrival to the lawful holder of the bill of lading. In cases where multiple individuals present copies of circulated bills of lading to claim the goods, preference is given to the bearer of the copy endorsed with an earlier date than the endorsements on the other copies. The bona fide bearer of a single copy of the circulated bill of lading shall take precedence over the bearers of other copies of the bill of lading if the bearer receives the goods, regardless of whether the endorsement date on the other copies precedes the endorsement date on the copy of bona fide bearer.

Article (192)

The carrier may ask the competent court for permission to deposit the goods with a trustee appointed by the court in cases where the holder of the right entitled to receive the goods fails to attend, attends but refrains from receiving, or refrains from paying the freight or other relevant fees arising from the carriage. Additionally, the carrier may request permission from the court to sell all or a portion of the goods to settle the outstanding amounts owed to them from the carriage.

Furthermore, the carrier possesses a lien on the price of the goods to secure payment of the freight and other dues owed to them resulting from the carriage.

Article (193)

The individual entitled to receive the goods according to the bill of lading may request delivery orders for specific quantities of the goods, provided that this is outlined in the bill of lading.

These delivery orders may be issued in the name of a designated individual, to “their order”, or to “the bearer”. They shall be signed by both the carrier and the applicant for the delivery orders.

If the bill of lading is circulated, the carrier shall include a statement regarding the delivery orders issued and the corresponding goods in the bill of lading. If the entire shipment is distributed under multiple delivery orders, the carrier shall retrieve the bill of lading from its bearer. The delivery order grants the rightful bearer the authority to receive the goods specified therein.



Article (194)

The sale of the ship does not result in the termination of the contract of carriage of goods by sea.

Article (195)

The provisions of Articles (161,160, 159, 158, 161, 163, 164, 165, 166, 167, 168,169,170) of this law shall apply to the contract of carriage by sea.

Article (196)

The carrier shall prepare and equip the ship with all necessary provisions to ensure its navigability for the intended voyage. Additionally, the carrier shall ensure that the designated areas for loading on the ship are adequately prepared to facilitate the transportation and preservation of the agreed-upon type of goods.

Article (197)

The carrier shall comply with the following:

- 1- Loading and unloading goods on the ship, unless otherwise agreed.
2. Stacking the goods on the ship in a manner that preserves the goods and the balance of the ship.
3. Transporting and preserving goods during the voyage and delivering them to the bearer of the bill of lading.

Article (198)

The carrier may not ship goods on the deck of the ship unless authorized to do so in writing by the shipper, or if obligated to do so under the regulations enforced at the port of shipment, or if the nature of the shipment necessitates it, or if it is customary in that port to ship goods in this manner. In all cases, it is mandatory to specify in the bill of lading that the goods are loaded on the deck of the ship.

Article (199)

If the ship discontinues its voyage for any reason, the carrier shall make arrangements for another ship to transport the goods to the agreed port at their own expense, unless the cessation of the voyage is due to the exemptions outlined in Article 209 hereof. In such cases, the expenses shall be the responsibility of the shipper, and the carrier shall be entitled to the agreed freight for the entire voyage upon the goods reaching the agreed port.



Article (200)

The shipper shall deliver the goods to the carrier at the designated time and location as stipulated in the Charter. In the absence of such agreement, the delivery should adhere to the customary time and place at the port of shipment. Should the shipper delay in fulfilling this obligation, the carrier is entitled to compensation for this delay, not exceeding the amount of the freight.

Article (201).

The shipper shall pay the freight. If the freight is payable upon arrival, the recipient of the goods shall pay it upon acceptance.

In cases where the bill of lading does not specify the amount of freight due upon arrival, it is presumed that the carrier receives the full freight at the time of shipment. It is not permitted to prove the contrary against third parties unaware of any outstanding freight charges at the time of obtaining the bill of lading.

The consignee in whose name or to “their order” the bill of lading is issued shall be deemed to be a third party, except when they are the shipper themselves.

Regardless of any damage or decrease in quantity or value of the goods during the voyage, the shipper or the party entitled to receive the goods remains liable for paying the freight.

Article (202)

The freight for the goods is due in the following cases:

- 1- If the goods are damaged due to the shipper's fault.
- 2- If the goods are damaged due to inherently defective, or if it is necessary to be sold during the voyage due to a defect or for any reason whatsoever.
- 3- If the carrier orders their destruction due to their hazardous or damaged nature, or if they are prohibited goods and the carrier was unaware of this upon loading.
- 4- If the captain decides to dispose of them at sea in accordance with joint maritime loss provisions.
- 5- If animals perish during the voyage due to causes not attributable to the carrier or their subordinates.



Article (203)

The carrier is entitled to receive only a one-way freight if the ship is engaged in a voyage to transport the goods back and forth, and if force majeure occurs after its departure, preventing it from reaching the intended port of destination.

Article (204)

The carrier shall not be entitled to the freight of the goods if they are damaged due to force majeure or as a result of the carrier's negligence in fulfilling the obligations stipulated by law or the contract of carriage of goods by sea.

Article (205)

The shipper bears responsibility for any damage to the ship or the goods onboard if such damage results from his actions, those of their subordinates, or from defects in their goods.

Article (206)

The carrier assumes responsibility for any destruction, damage, delay in delivery, or loss of the goods occurring between the time of the carrier's receipt of the goods at the port of loading and their delivery at the port of discharge to the rightful recipient or for deposit.

However, the liability provisions stipulated in the preceding paragraph do not extend to carriage under a Ship Charter unless a bill of lading is issued in implementation of this carriage.

Article (207)

Goods are considered damaged if they remain undelivered beyond 30 (thirty) days from the expiration of the delivery deadline.

Article (208)

The carrier bears responsibility for any delay in delivering the goods at the port of discharge. Such delay is considered to have occurred if the goods are not delivered on the agreed-upon date or on a date typical for carriage under similar circumstances, in the absence of a specific agreement on a date for the delivery of the goods.

The shipper shall inform the carrier in writing of the delay within 30 (thirty) days from the agreed delivery date. Failure to notify within this period renders the shipper ineligible for compensation for any losses resulting from the delay.



Article (209)

The carrier is absolved from liability for any loss, damage, or delay in delivery of the goods if it can be proven that such occurrences stem from external causes beyond its control, over which neither the carrier nor its subordinates have any control. A cause is considered external if it arises from force majeure, the shipper's fault, the fault of third parties, or a specific defect in the goods.

Additionally, the carrier is absolved from liability stated in the initial paragraph hereof if it arises from efforts to save lives or property at sea.

Article (210)

The carrier bears no responsibility for the destruction, damage, or loss of the goods if the shipper intentionally provides inaccurate data in the bill of lading regarding the nature or value of the goods, and the carrier can substantiate the inaccuracy of these details.

Article (211)

The carrier is not held accountable for the destruction, damage, or loss of goods listed in the bill of lading as being transported on deck if it can be demonstrated that such occurrences stem from the risks associated with this mode of transportation.

Article (212)

The carrier's liability for any destruction, damage, or loss of goods is capped at 500 (five hundred) Omani Rial per package or shipping unit as a basis when calculating the fare, or 5 (five) Omani Rial per kilogram of the gross weight of the goods, whichever is higher.

The liability of the carrier for delay in the delivery of the goods or part of them shall be limited to an amount equivalent to at least two and a half times the freight payable for the delayed goods, provided that the compensation does not surpass the maximum outlined in the previous paragraph.

When compensating for the destruction of a container that contains parcels or shipping units assembled within, these are treated as individual parcels or independent shipping units if the bill of lading specifies the number of such parcels or units within each container. However, if the bill of lading does not detail the number of parcels or units within the container and they are lost, the container itself is deemed one parcel. If the shipper provides the container, it is counted as a parcel for compensation purposes. Conversely, if the carrier supplies the container, it is not considered when compensating the shipper.



Article (213)

The carrier may not invoke the limitation of liability against the shipper if the shipper provides a statement before shipment regarding the nature and value of the goods, and this statement is included in the bill of lading. This statement serves as a presumption of the validity of the value specified by the shipper for the goods, although the carrier may prove the contrary.

Article (214)

The carrier may invoke and limit the provisions of exemption from liability if a lawsuit for liability for loss of, damage to, or loss of goods is filed against one of his subordinates, provided that the error committed by the subordinate occurred during or because of the performance of his function on the ship.

However, the amount of compensation awarded to the carrier or their subordinates may not exceed the maximum stipulated in Article 212 hereof.

Neither the carrier nor his subordinates may invoke the limitation of liability if it's proven that the damage resulted from an intentional act or omission by the carrier or the relevant subordinates or if it was done negligently.

Article (215)

Any agreement in the bill of lading or any other document made before the occurrence of the accident that caused the damage shall be void, and its subject matter includes one of the following:

- 1- Exempt the carrier from liability for the destruction, damage, loss, or delay in delivery of the goods.
- 2- Limit the liability of the carrier to less than what is stipulated in Article 212 hereof.
- 3- Assign to the carrier the rights arising from the insurance of the goods.
- 4- Make any other agreement that relieves the carrier of liability.



Article (216)

The carrier may waive all or some of the rights and exemptions, and he may also increase his responsibilities and obligations mentioned herein, provided that this is explicitly stated in the bill of lading.

Article (217)

The party taking delivery of the goods shall inform the carrier in writing of any apparent destruction or damage to the goods within two working days from the day of delivery. Failure to do so will be presumed as acceptance of the goods in the condition stated in the bill of lading, unless evidence to the contrary is provided.

If the destruction or damage to the goods is not apparent, written notice to the carrier may be provided within 15 days from the date of receipt of the goods.

However, if the goods were inspected and their condition verified at the time of delivery in the presence of the carrier or his representative, and the recipient of the goods, a notice is not necessary.

Article (218)

Unless otherwise agreed, the primary carrier may assign the transportation of the goods or a portion thereof to another carrier. However, the primary carrier, who initially contracted with the shipper, retains liability for all damages affecting the goods throughout the execution of the Contract of Carriage. The subcontracted carrier is only liable to the shipper for damages occurring during the portion of the transportation executed, and he shares liability for these damages jointly with the primary carrier.

Both the primary carrier and subcontracted carrier may adhere to the limitation of liability outlined in Article 212 hereof. However, the compensation obtained by the owner of the goods may not exceed the limit prescribed in the aforementioned Article.

All obligations arising from the contract of carriage of goods by sea apply to both the primary carrier and subsequent carriers, and their liability is subject to the provisions outlined herein, in cases of carriage by direct bill of lading.



Article (219)

Lawsuits arising from the contract of carriage of goods by sea shall end one year from the date of delivery of the goods or from the date on which delivery should have taken place.

Lawsuits arising from the contract of carriage of goods by sea shall be filed before the competent court in accordance with the provisions of the Civil and Commercial Procedures Law. The plaintiff may choose to file these lawsuits before the court in whose jurisdiction the port of loading, the port of discharge, or the port where the ship was seized is located.

Article (220)

In the contract of carriage of goods by sea, it is permissible to agree to refer disputes arising therefrom to arbitration. In such cases, the arbitrator(s) shall adhere to adjudicate the dispute in accordance with the provisions stipulated herein.

Section Two

Contract of Carriage of Passengers by Sea

Article (221)

The contract of carriage of persons by sea shall be evidenced by the travel ticket or any other document.

The ticket shall include the following data:

- 1- -The name of the carrier and the passenger.
- 2- -The name of the ship, and its type.
- 3- -Ticket execution date.
- 4- -Port and date of departure, port and date of arrival, and ports where the ship anchors during the voyage.
- 5- -Transportation fees.
- 6- -Class and room number occupied by the passenger, or his place on the ship.

The transportation fees include the expenses for the passenger's food. However, it may be agreed that the passenger's food is at his own expense. If requested, the carrier shall provide the necessary supplies to the passenger for an appropriate price.

Additionally, the carrier shall transport the passenger's luggage within the limits agreed upon in the Contract of Carriage of Passengers by Sea.



Article (222)

The passenger may not waive the ticket, except with the consent of the carrier.

Article (223)

The carrier shall prepare the ship to be seaworthy for the voyage, and it shall keep the ship in this condition for the duration of the voyage.

Article (224)

The passenger shall attend the agreed port to travel at the time and place specified in the travel ticket. If the passenger misses or delays the date specified for that, he shall pay the transportation fees.

Article (225)

If the traveler is unable to travel, the contract may be terminated, provided that the carrier is notified within a period specified in the contract. In this case, the carrier is entitled to only a quarter of the agreed fees.

Article (226)

In cases where the ship is unable to make the voyage due to reasons not attributable to the carrier, the contract may be terminated without compensation. In such case, the carrier shall refund the transportation fees to the passenger.

However, if the failure of the ship to make the voyage is due to reasons attributable to the carrier or one of its subordinates, the passenger may request termination of the contract and the refund of the fees with compensation.

The passenger may not request termination of the contract if the carrier is able to deliver the passenger to the agreed port of destination within a reasonable time, according to the agreed specifications.

Article (227)

If the carrier cancels or interrupts the voyage without arranging for another ship that meets the specifications of the previous one, the passenger may terminate the contract and seek appropriate compensation.

Similarly, if the carrier makes fundamental changes to the travel dates, itinerary, or ports of call during the voyage, the passenger may request termination of the contract with compensation. However, the carrier may avoid compensation by demonstrating that it took necessary precautions to prevent the change in the voyage.



Article (228)

If the ship is unable to complete the voyage due to force majeure, the fess for the distance actually traveled shall be only entitled.

However, if the can avoid the situation within a reasonable period by providing another ship that meets the agreed specifications at his expense to continue the voyage, the fess remain due in full. In such cases, the carrier shall cover the expenses for the passenger's accommodation and food if these costs are included in the fess.

Article (229)

If repairs are necessary during the voyage, and the captain is compelled to undertake them, the passenger may either wait until the repairs are completed or to disembark and discontinue the voyage. In this case, the passenger is only liable to pay the fees for the distance traveled. While waiting for repairs, the carrier is responsible for covering the passenger's accommodation and food expenses unless the captain offers the passenger to continue the voyage on another ship that matches the specifications of the first one.

Article (230)

If a passenger interrupts his voyage due to circumstances beyond his control, he shall pay the fees up to the point where he disembarked from the ship.

However, if the interruption is due to actions within the passenger's control, he shall pay the full transportation fees.

Article (231)

The carrier is held accountable for any harm inflicted upon the passenger resulting from delays in the ship's arrival at the designated port or failure to fulfill contractual obligations, unless the carrier can demonstrate that such circumstances arose from an external cause beyond his control.



Article (232)

The carrier is responsible for any death or injury sustained by the passenger during the execution of the contract of carriage by sea, unless it can be proven that such death or injury resulted from an external cause beyond his control.

Death or injury shall be deemed to have occurred during the execution of the contract of carriage of passenger by sea if it occurs while the passenger is on board the ship, boarding, or disembarking from it at the port.

The compensation entitled to the passenger or their heirs shall be determined in accordance with the regulations outlined in this law and the existing laws within the Sultanate of Oman.

The carrier may agree to limit liability for passenger death or injury beyond what is stipulated in the preceding paragraph.

However, the carrier may not enforce the limitation of liability specified herein if it is proven that the passenger's damages resulted from an act or omission by the carrier or one of his subordinates with the intention of causing damage or negligence.

Article (233)

In the event of bodily injury sustained during the execution of the contract, the passenger shall notify the carrier in writing within 7 (seven) days from the date of disembarkation from the ship. Failure to do so will deem the passenger to have disembarked without injury, unless proven otherwise.

Article (234)

Any agreement between the carrier and the passenger concerning the following matters shall be considered void:

1. Exempting the carrier from liability for damages to the passenger.
2. Determining the compensation to which the traveller is entitled for less than what is prescribed in this law and the laws in force in the Sultanate of Oman.
3. Assigning to the carrier the rights arising for the traveller from his life insurance contract.
4. Shifting the burden of proof that the law imposes on the carrier.



Article (235)

The carrier shall issue a receipt to the passenger for any luggage entrusted to his for carriage during the voyage, with the registration of such luggage in a dedicated register.

The transportation of registered baggage, as stipulated in the preceding paragraph, shall adhere to all provisions applicable to the carriage of goods.

The carrier shall not be held liable for personal effects retained by the passenger during the voyage, unless their destruction or damage is directly caused by the carrier or his subordinates.

Article (236)

The carrier may seize the registered luggage of the passenger and initiate its sale, with a lien on its price as a guarantee of the carrier's rights arising from the contract of carriage by sea.

However, the right of the carrier mentioned in the preceding paragraph does not extend to the personal luggage of the passenger retained by him during the voyage.

Article (237)

The provisions of the contract of carriage by sea shall extend to individuals whom the carrier permits to be transported as companions of animals or objects belonging to them, under the contract of carriage of goods by sea.

However, these contractual provisions do not apply to individuals who clandestinely board the ship with the intention of traveling without paying fees.

The carrier shall not be held liable for damages incurred by those mentioned in the preceding paragraph, unless it can be proven that the damages resulted from the carrier's fraudulent actions or gross negligence, or that of his subordinates.

Article (238)

Lawsuits stemming from the contract of carriage by sea of passengers and their luggage shall become void one year from the date of arrival at the designated port specified in the contract.

However, lawsuits arising from criminal acts shall not become void except by the expiration of the public lawsuit.



Chapter III

Cruise Shipping

Article (239)

For cruise shipping, the tour operator shall execute the cruise in accordance with the terms agreed upon in the Tourist Maritime Transport Contract or the announced conditions.

The tour operator shall provide each passenger in tourist cruises with a trip ticket. Failure to do so renders the tourist maritime transport contract null and void. In such cases, passenger in these cruises may enforce this nullity.

Article (240)

The tour operator shall, in particular, enter in the trip ticket the following data:

- 1- The name and address of the carrier and the tour operator.
- 2- The name and address of the passenger participating in the voyage.
- 3- The name of the ship, and its type.
- 4- The class of travel, and the number of the room occupied by the passenger or his place on the ship.
- 5- The price of the ticket, and a statement of the expenses included in this price.
- 6- The port of departure, the port of destination, and the ports where the ship anchors during the voyage.
- 7- Date and time of departure and return.
- 8- The services that the tour operator undertakes to provide to passengers on the voyage.

Article (241)

The tour operator bears responsibility for any breach of the obligations he undertakes to provide to the passenger during the tour.

Article (242)

The tour operator shall be liable for the damage caused to the passenger or his luggage during the tour, and the provisions stipulated in Articles (231, 232, 233, 234, 235, 236, 237, 238, and 239) hereof shall apply to his liability.



Chapter IV

Towing, Guidance and Navigational Aids

Section One

Towing

Article (243)

The management of the towing operation shall be within the port for the captain of the towing ship within the port. The operator of this ship shall be liable for any resulting damages.

However, under a written agreement, management of the towing may be delegated to the captain of the towing ship within the port. In such cases, the operator of the towing ship remains liable for damages during the towing operation, unless it is proven that the damage resulted from the towing ship.

Article (244)

The management of towing operations that falls outside the port boundaries shall be for the captain of the towing ship. The operator of the towing ship is liable for all damages incurred during the towing operation, unless it is proven that the damage resulted from the towing ship.

However, under a written agreement, the towing operation outside the port may be assigned to the captain of the towed ship. In this case, the operator of this ship becomes responsible for damages during the towing operation.

Article (245)

Lawsuits arising from towing operations shall become void after a period of 2 (two) years from the date of the completion of the towing operation.

Section Two

Pilotage

Article (246)

Pilotage in ports is mandatory for ships, although the port authority holds the discretion to exempt certain ships from this obligation.

The regulations and decisions currently in effect govern the organization of pilotage, delineate its areas, and establish the associated fees.



Article (247)

Each ship subject to pilotage shall adhere to the regulations set forth by the port authority concerning the procedure for requesting pilotage prior to entering, maneuvering within, or departing from the designated pilotage area.

Article (248)

The pilot shall promptly respond to pilotage requests and prioritize servicing the ship that requested pilotage before others.

Additionally, the pilot shall prioritize providing services to any ship in imminent danger, even if not requested to do so.

Article (249)

The captain retains full command and control of the ship while the pilot is engaged in the pilotage process.

Article (250)

The provider shall be held liable for the following:

1. Damage to their own ship or others' ships resulting from errors made by the pilot during the pilotage process, including boarding and disembarkation from the ship.
2. Damage to the pilotage ship and its crew occurring during the pilotage process, unless it is proven that the damage resulted from the fault of the pilot or crew of the pilotage ship.

Article (251)

The pilot is not held liable for damages to the ship under his piloting.

Article (252)

If the pilot is compelled to travel with the ship due to adverse weather conditions or at the request of the captain, the operator is responsible for covering the expenses related to the pilot's food and accommodation. Additionally, the operator shall arrange for the pilot's return to the port from which he accompanied the ship. The pilot shall be entitled to claim compensation if deemed necessary.



Article (253)

The operator shall pay a specified amount determined by the port authority for the pilotage service. Additionally, if the operator causes the pilot to wait due to delays in carrying out pilotage procedures beyond the specified time, an additional amount shall be paid to the port authority for each hour or portion thereof that the pilot waits.

Furthermore, if the operator decides not to assign the pilot after arrival at the ship's location, an amount specified by the port authority shall be paid.

Article (254)

The lawsuits arising from the pilotage process shall end after the lapse of 2 (two) years from the date of the end of this process.

Section Three

Navigation Aids

Article (255)

Each ship utilizing navigational aids while navigating through designated navigational aid areas within ports or areas specified by the Maritime Authority shall pay the prescribed fees.

Article (256)

No lighthouse or maritime guidance sign may be established except after the approval of the Ministry or the entity it specifies. Furthermore, no person may obscure, displace, transport, alter, or destroy any tool developed to assist navigation.

No person may install any marine lighting or an instrument that deludes others that it is a marine guide sign.

Whoever owns or uses electrical equipment, as well as fixed or mobile metal installations that cause interference impeding the operation of wireless devices or aids to maritime navigation, shall comply with the measures outlined by the relevant authorities to eliminate such interference.



Part Seven

Marine Accidents

Chapter I

Marine Collision

Article (257)

Marine collision provisions apply to all types of ships and marine units.

The provisions of this Chapter also apply to a maritime collision, even if it does not result in physical contact between ships occurs. This includes instances where damage results from a ship's maneuvering, maneuvering negligence, or failure to adhere to the provisions hereof this law, as well as international and regional agreements governing sea ship navigation.

Compensation for damage incurred by ships, marine units, and individuals aboard them due to maritime collisions shall be resolved in accordance with the regulations outlined herein.

Article (258)

Each ship shall be responsible for the damages it incurs if the maritime collision is attributed to force majeure, or if there is uncertainty regarding its causes, or if these causes remain unknown. This provision applies even if the ships involved in the collision, or one of them, are anchored at the time of the incident.

Article (259)

The ship responsible for the maritime collision resulting from an error shall be liable to compensate for any resulting damages.

No presumption of fault is made in relation to liability arising from the maritime collision.

Article (260)

In the event of joint fault between the ships involved in the maritime collision, the liability shall be evaluated to determine the percentage of fault attributed to each ship. However, should circumstances impede the determination of each ship's fault percentage, or if their faults are deemed equal, liability shall be equally apportioned between them.



Ships implicated in the error in the same proportion mentioned in the preceding paragraph shall be liable, without joint responsibility towards third parties, for damages incurred by ships, cargo, belongings, or any other property owned by sailors, passengers, or any other individuals aboard the ship. In cases of fatalities or injuries to individuals aboard a ship, liability shall be shared among the ships involved in the collision. Any ship exceeding its proportionate share of compensation shall seek recourse from other ships for the disparity.

Article (261)

Without prejudice to the general rules of liability, the liability stipulated here shall arise regardless of whether the maritime collision is caused by the fault of the pilot, even in cases where pilotage is mandatory.

Article (262)

Each captain of a ship involved in a collision shall take proactive measures to offer assistance to the other ship, its crew, and passengers onboard, within the constraints of his capabilities and without subjecting his own ship, crew, or passengers to serious danger.

Additionally, the captain shall, to the extent feasible, notify the other ship of the name of his ship, its port of registration, the destination from which it comes, and the destination to which it is destined.

The owner or operator of the ship shall not bear responsibility for any breach of the aforementioned provisions by the captain, unless such breach is executed upon explicit directives from either party.

Article (263)

The plaintiff may file the lawsuit arising from the maritime collision before any of the following courts:

1. The court within the jurisdiction where the defendant resides, or where one of the ship's investment centers is situated.
2. The court within the jurisdiction where the defendant's ship is registered.
3. The court within the jurisdiction where the seizure was made on the defendant's ship causing the damage, or on another ship owned by the defendant if such seizure is permissible. Alternatively, the court within the jurisdiction where the seizure was permissible and where the defendant provided a guarantor or guarantee.



4. The court within the jurisdiction where the maritime collision occurred, provided that it occurred within the ports or territorial sea of the Sultanate of Oman.

The plaintiff electing to pursue legal action before any of the courts mentioned in the preceding paragraph of this Article may not file a new lawsuit concerning the same facts before another court, unless the plaintiff waives the lawsuit. Additionally, the litigants may agree to resolve the dispute arising from the maritime collision through arbitration.

Article (264)

Compensation lawsuits arising from a maritime collision shall end by the lapse of 2 (two) years from the date of the occurrence of the maritime collision.

Similarly, the right to recourse against other ships for the compensation specified in Article 260 hereof shall expire within one year from the date of payment of their portion of the compensation. The period specified in the preceding two paragraphs of this Article shall be halted in the event that seizure of the defendant ship within the territorial waters of the Sultanate of Oman is not feasible, provided that the plaintiff is either Omani or holds a domicile in the Sultanate of Oman.

Chapter II

Sea Rescue Operation

Article (265)

The provisions outlined in this Chapter apply to maritime rescue operations conducted between ships facing risks and the individuals and cargo therein, as well as their transportation fees. Additionally, these provisions shall apply to maritime rescue operations conducted by ships and naval units designated for military purposes, as well as ships and naval units owned by the state and designated for non-commercial public service. Ships engaged in or aiding the execution of maritime rescue operations are entitled to avail themselves of the rights and compensations specified in this Chapter concerning such operations.

The provisions of this Chapter do not apply to fixed or floating platforms, nor to mobile offshore drilling units, provided they are utilized in the exploration, exploitation, or production of mineral resources from the seabed.



Article (266)

Each maritime rescue operation is eligible for equitable compensation if it yields a positive outcome. In all cases, the compensation granted shall not surpass the value of the rescued items.

Furthermore, compensation is warranted even if the maritime rescue operation involves ships owned by a single person.

Article (267)

Individuals involved in maritime rescue operations shall not be entitled to compensation if the ship to which their assistance has been offered explicitly declines their aid for a justifiable cause.

Article (268)

The towing ship shall not be eligible for compensation for the maritime rescue operation it renders to the towed ship, its cargo, or individuals onboard, unless the towing ship undertakes extraordinary services that are not normally involved in towing operations.

Article (269)

The compensation for maritime rescue operations shall be established through mutual agreement between the involved parties. In the absence of such an agreement, the competent court shall determine the remuneration amount.

Furthermore, the allocation percentage of the compensation among ships engaged in maritime rescue operations, as well as the distribution percentage among the owner, captain, and crew of each ship, shall be determined in accordance with the mechanism outlined in the preceding paragraph.

In accordance with the law of the state of nationality of the ship, if the ship conducting the maritime rescue operation is foreign-flagged, the compensation shall be allocated among its owner, captain, and crew.

Article (270)

The individual rescued is entitled to a compensation set by the competent court, which may waive this obligation if the financial circumstances of the rescued individual warrant such exemption. Moreover, individuals who have saved human lives during the same incident are entitled to a proportionate share of the compensation designated for those who rescued the ship, cargo, and items onboard. The rescuer's portion of this compensation may not be merged with the compensation mentioned in the preceding paragraph.



Article (271)

Upon the request of either party, the competent court may nullify or modify any agreement pertaining to maritime rescue operations if the agreement was concluded during the occurrence of risk and under its influence, and if the terms of the agreement are deemed unjust.

In all cases, at the request of the involved parties, the court may invalidate or amend any agreement concerning maritime rescue operations if it is determined that one party's consent resembles fraud or deceit, or if the agreed-upon compensation is high or low to an extent that does not correspond with the services rendered in maritime rescue operations.

Article (272)

When evaluating the compensation, the court shall consider the following two primary criteria, based on the circumstances and as per the order of their mention:

1. The amount of benefit resulting from the maritime rescue operation, the efforts and effectiveness of the rescuers, the level of danger encountered by them, the ship conducting the maritime rescue operation, the rescued ship, its passengers, and cargo, the duration of the operation, associated expenses and resulting damages. This is in addition to the liability risk and other risks faced by those involved in the maritime rescue operation, and the value of the equipment utilized, with due regard to the preparedness of the ship for maritime rescue operations.

2. The value of the rescued items and the transport fees.

In cases involving multiple ships conducting maritime rescue operations, the court shall consider the provisions outlined in clause 1 of this Article when distributing the reward.

Furthermore, the court may rule to reduce or cancel the amount of the reward if it determines that the maritime rescuers engaged in actions leading to errors necessitating maritime rescue, committed thefts or concealed stolen items, or perpetrated acts of fraud or other unlawful activities.



Article (273)

Every ship's captain shall, within the limits of his ability, provide maritime rescue assistance to any ship or individual in danger at sea, ensuring that his own ship, crew, or passengers are not exposed to significant danger.

The owner or operator of the ship shall not be held liable for any breach of the aforementioned obligation by the ship's captain, except in cases where the violation is carried out upon explicit directives from the owner or operator.

Article (274)

Lawsuits for compensation for maritime rescue work shall end two years from the accomplishment of such work.

The limitation period specified above shall be halted if the ship receiving maritime rescue operation cannot be seized within the territorial sea of the Sultanate of Oman, provided the plaintiff is either Omani or holds a domicile in the Sultanate of Oman.

Article (275)

Any agreement stipulating the jurisdiction of a foreign court to adjudicate lawsuits arising from maritime rescue operations, or to arbitrate such cases outside the Sultanate of Oman, shall be deemed null and void if the maritime rescue operation occurred within the territorial sea of the Sultanate of Oman, and both the ship conducting the maritime rescue operation and the ship rescued possess Omani nationality.

Chapter III

Marine Accident Investigation

Article (276)

The investigating authority shall have the following competences:

1. Investigating maritime accidents that occur in the maritime areas of the Sultanate of Oman.
2. Investigating maritime accidents that occur on the high seas or outside the maritime areas of the Sultanate of Oman in respect of Omani ships.



3- Cooperating with competent entities in other states in any investigation conducted by those states in maritime accidents or maritime events committed by an Omani ship in conjunction with a ship belonging to another state or in its maritime areas.

The investigating authority may seek the assistance of any specialized entity to carry out the required investigation or participate in it.

Article (277)

In accordance with the systems issued by the IMO, the investigation authority shall develop the investigation procedures manual.

Article (278)

A maritime accident shall be investigated if it results in one of the following incidents:

1. Death, serious injury, or loss of a person from a ship.
2. Endangering the ship or persons associated with its operation.
- 3- Material damage to the ship.
- 4 -Loss or abandonment of the ship.
- 5-The stranding of the ship that leads to its inability to move, its evacuation, or the ship's participation in a collision.
- 6- Material damage to the port or to any other facilities that may endanger the ship or any other ship or any person.
7. Serious harm to the marine environment, or the possibility of serious harm to the environment.

Article (279)

The Maritime Authority or the relevant authorities shall be notified of the investigation authority of the occurrence of the maritime accident or maritime event. The maritime investigator shall have the following powers:

- 1- Unrestricted access to the accident site and other locations required by the investigation.
- 2- Reviewing documents and records, and seizing what is important to investigate them. Summoning persons, and interrogating them.
- 3- Preventing the removal of the ship, its wreckage, or its cargo from the scene of the accident except with his consent.



5. Taking the necessary measures to preserve the ship, its cargo, and its parts, and transporting the same in whole or in part to carry out the necessary tests.

The security authorities and all relevant entities shall, within their respective jurisdictions, undertake necessary measures to facilitate the operations of the investigative authority and adhere to its instructions aimed at facilitating its functions.

In all cases, the investigation of the maritime accident shall be independent of the investigations carried out by other entities.

Article (280)

Based on its investigation, if the investigating authority determines that the maritime accident or incident constitutes a crime or gives rise to suspicion of a crime, it shall refer the matter to the appropriate authority within the Sultanate of Oman to initiate necessary legal proceedings in this regard.

Article (281)

Under a reasoned decision, the investigating authority may conduct a reinvestigation of the maritime accident in the event that new evidence emerges which significantly impacts the findings of the initial investigation.

Article (282)

In the event of a maritime accident or incident occurring within the maritime territories of the Sultanate of Oman involving civil or commercial ships and military ships, a collaborative team shall be established comprising members from both the investigating authority and the military authorities. This team shall be led by a representative of the investigating authority and shall consist of an equal number of members from both entities.

Article (283)

Concealing or removing any portion, content from the ship, its logs, onboard recording devices, and associated records is strictly prohibited unless explicitly authorized by the investigating authority.

Likewise, disclosing investigation records, audio recordings from the command tower, visual content from onboard recordings, or any voyage-related recordings occurring post-maritime accident or incident, is also prohibited, except for the purpose of the investigation.



Article (284)

The captain, owner, operator, and agent of the ship, as well as any individual possessing information regarding the maritime accident or incident, shall promptly notify the investigating authority. Additionally, the ship's crew and owner shall cooperate fully with the investigating authority, providing all essential information and evidence pertaining to the maritime accident or incident.

Chapter IV

Joint Maritime Losses

Article (285)

The following are considered cases of joint maritime losses, in particular:

1. Disposing of goods overboard, and damages to the ship or its cargo as a result.
2. Intentionally grounding the ship for public safety reasons, subsequent refloating, and resulting damage to the ship and cargo.
3. Damages to the ship and/or cargo, resulting from firefighting and other dangers. However, damages caused by fire to the ship or cargo are not classified as joint maritime losses.
4. Expenses incurred in instances of necessary grounding to lighten the ship's load with the aim of refloating it, including expenses for leasing maritime units for unloading and reloading of goods.
5. Goods necessary for public safety as fuel, provided the ship was initially supplied with adequate fuel before departure but the fuel runs out subsequently.
6. Expenses associated with unloading goods, fuel, or supplies essential for repairing damage, rendering the ship unable to proceed without repairs. This encompasses expenses for unloading, stacking, storing, and insuring the goods, as well as damages incurred to the goods, fuel, and supplies during these operations.



7. Expenses incurred for the ship seeking refuge at a port or anchorage due to extraordinary safety circumstances, or expenses for resuming its voyage with its initial cargo or a portion thereof, as well as expenses for redirecting it to a port other than its current anchorage for the purpose of repair.
8. The wages of the captain and crew, as well as the value of fuel, provisions, and any other consumables utilized during the extended voyage period resulting from the ship seeking refuge at a port or anchorage for shelter or repair, provided such extension is reasonable for the ship to become seaworthy to continue the voyage.
9. Expenses for the maritime rescue of the ship and its towing.
10. Expenses for settling joint maritime losses.
11. Loss of ship's freight income after deducting collection expenses if such loss results from a joint loss, unless it is agreed that the fare is due in all cases.

Article (286)

Joint maritime losses encompass expenses incurred in lieu of other expenses that would have qualified as joint maritime losses had they been incurred, provided these expenses do not surpass the unutilized expenses.

Article (287)

Maritime losses are deemed joint even if stemming from an accident caused by the error of one of the voyage passengers, without prejudice to the right of the affected parties to seek redress from the party responsible for the fault

However, the party responsible for the fault may not claim to consider that the damages they incurred should be regarded as joint maritime losses. Yet, if the accident resulted from a navigational error attributed to the ship's captain, the ship's operator may ask to consider the damages suffered as joint maritime losses.

Article (288)

Only damages and expenses resulting from acts characterized as joint maritime losses shall be considered part of the joint maritime losses. Damages and indirect expenses arising from delays, disruptions of the ship, decreases in commodity prices, or other causes shall not be encompassed within the joint maritime losses.



Article (289)

Cargo loaded on the deck is included within joint maritime losses if they are rescued. However, if thrown overboard or destroyed, the owner may not classify them as joint maritime losses unless he demonstrates either non-agreement to their deck loading, legal or natural necessity for such loading, or customary practice in the port for their transportation in this manner.

Article (290)

Loss or damage to goods shipped without the captain's knowledge, and for which no bill of lading has been issued, as well as goods for which the shipper intentionally provides inaccurate information, are excluded from joint maritime losses. However, these goods contribute to joint maritime losses if rescued.

Goods contribute to joint maritime losses based on their actual value, even if the shipper provides data below their true value. If these goods are damaged or destroyed, they are only included in joint maritime losses based on the value mentioned in the statement.

Article (291)

Passengers' and sailors' luggage, as well as postal messages of any kind, for which no bill of lading or receipt has been issued by the carrier or his representative, do not contribute to joint maritime losses if rescued. However, if they are disposed of, they shall be included in joint maritime losses at their estimated value.

Article (292)

The rights and obligations arising from joint maritime losses consist of two groups, a creditor group, and a debtor group.

Article (293)

Expenses and damages that are considered joint maritime losses are included in the creditor group as follows:



- 1- The value of damage sustained by the ship at the port of voyage termination. This estimate is based on either the actual expenses incurred for repairing the ship or estimated expenses in case repairs are not undertaken.
2. Complete destruction or considered total destruction of the ship. In such instances, the amount attributed to joint maritime losses is determined by deducting the estimated value of repairs not categorized as joint maritime losses from the value of the ship before the accident, alongside proceeds from the sale of the wreck, if any.
3. Destruction of cargo. The valuation of damages to cargo in case of destruction is based on their intact value at the port of discharge. In instances of damage, the valuation is determined by the disparity between their intact value and their damaged value on the last day of unloading at the port initially designated for arrival or on the final day of the sea voyage if it concludes at a different port.

If damaged goods are sold, the damage falling within the joint maritime losses is determined by the disparity between the net sale price and the intact value of the goods on the last day of unloading at the designated arrival port or on the final day of the voyage if it concludes at a different port.

Article (294)

The stakeholders shall provide the necessary funds to contribute to joint maritime losses. Failure to comply with this obligation necessitates inclusion of the expenses incurred in obtaining these funds or their equivalent in the joint maritime losses.

Article (295)

The value of the ship, the freight, and the value of the goods loaded in it shall be included in the debit group, as follows:



- 1- The value of the ship is determined by its value at the port of voyage termination, plus, if applicable, the value of damages it has incurred.
- 2- The total freight for cargo and passengers, which is not required to be entitled in all cases, is estimated at two-thirds.
- 3- Rescued goods are valued at their actual commercial value at the port of discharge, while the goods disposed of are valued based on their estimated commercial value at the port of discharge.

Article (296)

Administrative expenses amounting to 75 (five) percent of the total joint maritime losses shall be computed, and these expenses shall be added to said amounts until the date of the final settlement, considering any payments made to rights holders prior to settlement.

Article (297)

Cash provided by goods owners to secure their contributions to joint maritime losses shall be promptly deposited into a joint account established in the name of a representative of the operator and a representative of the goods owners in a mutually agreed-upon bank. These funds, along with any administrative expenses incurred, shall be retained to guarantee the satisfaction of the rights of stakeholders in joint maritime losses.

Without prejudice to the rights and obligations that result from the final settlement, payments or refunds of the amounts specified in the preceding paragraph of this Article may not be made without written authorization from the settlement expert.

In case of a dispute, the court shall designate a representative for the goods owners and determine the bank where these amounts are deposited.

Article (298)

Joint maritime losses shall be distributed among all stakeholders in the voyage.



Article (299)

Joint maritime losses shall be settled by one or more experts selected by the stakeholders. If consensus is not reached, the competent court, situated in the jurisdiction of the last port of discharge, shall appoint the expert. However, if this port is located outside the Sultanate of Oman, jurisdiction falls to the court in the jurisdiction of the ship's registered port.

Settlement experts may enlist the aid of others in executing their duties.

If the settlement determined by the expert is not accepted, it shall be presented to the competent court upon request from any of the stakeholders for adjudication.

Article (300)

All stakeholders may keep themselves indemnified in contribution to joint maritime losses by relinquishing their property falling within the debit group before its receipt.

Article (301)

The captain may refrain from delivering or requesting the deposit of goods that shall contribute to joint maritime losses unless their owners provide adequate financial security to cover their portion of joint maritime losses.

If the parties cannot reach an agreement on the guarantee mentioned above, the matter shall be referred to the competent court to appoint an expert to evaluate the financial guarantee.

The competent court may authorize the sale of all or a portion of the goods to secure this guarantee. Enforcement provisions shall be applied to the sale of the mortgaged property in accordance with the prevailing laws.

Article (302)

Debts arising from joint maritime losses are preferred debts, with expenses for settling such losses taking priority over other debts.

This priority extends to sums owed to the ship operator concerning rescued goods or the proceeds from their sale.

Regarding amounts owed to goods owners, priority applies to the rescued ship, its freight, and its fittings.



Article (303)

There exists no solidarity among those liable to contribute to joint maritime losses. If one of them fail to pay his share of these losses, his portion or the unpaid portion thereof shall be distributed among the others in proportion to each individual's obligation in joint maritime losses.

Article (304)

The captain shall document in the ship's register the circumstances surrounding the occurrence of a joint maritime loss, any sacrifices made, and the expenses incurred to ensure the safety of the ship and its occupants. This information shall be promptly communicated to the ship's operator.

Applications for participation in the settlement of joint maritime losses for damages to goods will only be accepted if the operator or captain is notified in writing within 30 (thirty) days of the delivery of the goods. If the application concerns damages to the ship, the owners of the goods shall be informed of the application within the same 30-day timeframe, starting from the conclusion of the voyage.

Article (305)

Lawsuits concerning joint maritime losses shall end after 2 (two) years from the day the ship arrives at the port originally designated for its arrival or the port where the voyage ends.

The validity of this period, along with other legal grounds for interruption of limitation, is interrupted by the appointment of the settlement expert. In such cases, a new limitation period of the same duration applies from the date of signing the joint maritime losses settlement or from the date the settlement expert concludes his work.

Article (306)

Private maritime losses are the responsibility of the owner of the damaged property, who retains the right to seek recourse against those responsible for the damage. It is presumed that maritime losses are special, and those asserting that they are joint shall substantiate this claim.

In the context of this Article, special maritime losses refer to losses that do not satisfy the criteria for being considered joint maritime losses.



Article (307)

The provisions stipulated in this Chapter apply to joint maritime losses in the absence of any specific agreement among the stakeholders. In the absence of agreement or applicable provision, the customary maritime rules are followed.

Chapter V

Shipwreck

Article (308)

The shipowner or captain shall immediately the Maritime Authority in the event of a ship sinking, becoming stranded, or being abandoned by its owner, operator, or crew within the port, territorial sea of the Sultanate of Oman, or exclusive economic zone. They shall salvage, remove, or float the ship within 30 (thirty) days from the date of sinking, stranding, or abandonment. Failure to do so within the specified period grants the Maritime Authority the right to salvage, remove, or float the ship with the assistance of experts, at the expense and responsibility of its owner, if deemed necessary and without prior warning.

The Maritime Authority may reduce the aforementioned period if the sunken, stranded, or abandoned ship obstructs or poses a threat to maritime navigation, the marine environment, or port operational movement, or if the welfare of sailors is disregarded.

Article (309)

In the event of the presence of shipwreck, the Maritime Authority shall issue the necessary instructions and procedures to ensure the flow and safety of maritime navigation and the preservation of such wreck.

Article (310)

If the expenses incurred by the Maritime Authority, as outlined in Article 308 hereof, are not settled within 90 (ninety) days from the date of the payment claim, the Maritime Authority may sell the ship and/or its wreckage through public auction. This sale shall be advertised in a widely circulated newspaper at least 15 (fifteen) days prior to the auction date.



The Maritime Authority may recover all expenses incurred on the ship or its wreckage from the proceeds of the sale and deposit any surplus into the treasury of the competent court. If the deposited amount remains unclaimed for a period of 3 (three) years from the date of deposit, it will be deemed revenue to the state. In cases where the sale price of the ship or wreckage does not cover the expenses incurred by the Maritime Authority, it may seek recourse against the owner for the outstanding amount.

The Maritime Authority is further authorized to seize the wreckage to secure the expenses associated with its removal or salvage. If deemed necessary, it may proceed to sell the wreck through public auction, and deduct such expenses from its sale price before distributing the remaining funds to other creditors.

Part Eight

Maritime Insurance

Article (311)

The provisions of this chapter shall apply to the Insurance Contract whose subject matter shall be to guarantee compensation for risks related to a cruise.

The parties may agree on provisions other than these provisions unless they are mandatory.

Chapter I

General Provisions

Section One

Maritime Insurance Contract

Article (312)

Maritime Insurance Contract may not be proven or amended except in writing.



Article (313)

The insurance policy shall be in the name of the insured, or to its order, or in the name of its holder, it is not required to be issued by insurance companies in the Sultanate of Oman.

The legal policyholder shall be entitled to claim compensation, and the insurer shall have the right to argue against the same with pleas that may be invoked against the original contractor, even if the insurance policy is issued to the order or to its holder.

Article (314)

The Maritime Insurance Policy shall contain the following data in particular;

- 1- The date of the Maritime Insurance Contract specifying the hour, day, month, and year.
- 2- The place where the Maritime Insurance Contract is concluded.
- 3- The names of both insurer and insured and their domicile.
- 4- Insured money.
- 5- Maritime insurance covered and excluded risks and times and places thereof.
- 6- The insurance amount and premium.
- 7- Conditions of the Maritime Insurance Contract.

The insurer and insured or their representatives shall sign the insurance policy.

Article (315)

All property that is exposed to maritime risks may be insured.

Unless it has an interest in avoiding risk occurrence, no person may be a party to or beneficiary of the insurance contract.

Article (316)

The following conditions shall be deemed null and void if they are stated in the insurance policy:



- 1- The condition that provides for forfeiture of the insured's right to the insurance amount because of breaching laws and regulations.
- 2- The condition that provides for forfeiture of the insured's right to the insurance amount because of its late notification to the competent authorities of the insured incident or the late provision of documents.
- 3- The arbitration condition, if it is stated among the printed general conditions of the policy and is not in the form of a special agreement separate from the general conditions.
- 4- Any arbitrary condition, the breach of which proves to have no effect on the occurrence of the insured accident.

Article (317)

The insurer may reinsure the insured property or the responsibility for third parties.

The insured may not stick to the reinsurance contract concluded by the insurer.

Article (318)

Where the same risk is insured in one contract by several insurers, each insurer shall be obliged to compensate according to the rate of its share in the insurance amount and within the limits of this share and without any joint liability between them.

Article (319)

The insurance contract shall be of no effect after the expiration of (60) sixty days from the date concluding it, or from the date of the commencement of the risk without the occurrence of the risk that was insured unless otherwise agreed. The provision mentioned in the previous paragraph shall not apply to floating insurance policies except with regard to the first shipment.

Article (320)

If the insurance amount is more than the value of the insured property, or if it is proven that there is fraud or deception on the part of the insured, the insurer may demand to terminate the maritime insurance contract and it shall be entitled to the whole amount of the insurance premium. If fraud and deception are not proven, the contract shall be considered correct according to the actual value of the insured property and the insurer shall be entitled to an additional premium for the excessive amount of property.



Article (321)

If the property is insured against the same risk with several insurers in amounts the total of which is more than the insured property, and if it is proven that there is fraud or deception on the part of the insured, each insurer may demand the termination of the maritime insurance contract and it shall be entitled to the whole amount of the premium.

If fraud and deception are not proven, the insurance contract mentioned in the previous paragraph shall be correct. The insured may refer to the several insurers, within the limits of damage, without joint liability between them in the rate of the insurance amount which each of them is obliged to pay according to the actual value of the insured property.

Article (322)

If the insurance amount is less than the actual value of the insured item, the insurer is only obliged to pay the amount of the insurance upon the occurrence of damage.

Article (323)

Unless otherwise agreed, insurance shall not cover the following risks or damages:

- 1- Civil or foreign war, piracy, disturbances, revolutions, strikes, closures, sabotage, terrorism and any damage resulting from any causes of nuclear explosions and radiations, in addition to attachment and restrictions issued by a public authority in any country.
- 2- Damages that are caused by insured items to other property or persons on board the ship unless these damages are caused by a hidden defect in the ship.

Article (324)

Insurance shall cover the damage caused to the insured property as a result of hostile or revengeful activities, captivity, attachment, arrest and coercion if they are carried out by governments and authorities, whether they were recognized or not. Damage which is caused as a result of mine explosions and other war equipment even if the war was not declared or if it ended.

Article (325)

If it is not possible to determine whether the damage occurred as a result of a military risk or a maritime risk, it shall be deemed to have occurred as a military risk unless proven otherwise.



Section Two **Obligation of the Insurer**

Article (326)

The insurer shall be liable for any damage caused to the insured property as a result of a storm, drowning, stranding, collision, jettison, fire, explosion, theft or any damage caused by any other maritime accidents.

The insurer shall be liable for the contribution of the insured property for the general maritime losses unless they result from a danger exempted from the insurance.

Furthermore, the insurer shall be liable for the expenses spent as a result of an insured risk against the insured property from any material damage or to eliminate such damage.

Article (327)

Unless the insurer proves that the cause of the damage is due to an intentional or grave fault of the insured or because of not exercising due diligence to maintain the safety of the insured goods, the insurer shall be liable for the damage caused to the insured goods by the act or mistake of the insured or its subordinates who work in ports.

Furthermore, the insurer shall be liable for the damage caused to the insured goods by the act or mistake of the captain or the sailors. The insurer shall not be liable for damages caused by intentional faults made by the captain.

Article (328)

The insurer shall remain liable for the risks covered by the insurance, where the captain is compelled to change the route, the journey, the ship, or any other change it decides on without the interference of the operator or the insured. However, if the change of the route or the journey is not forced, the insurer shall only be liable for the accidents that are proven to have occurred on the part of the route agreed upon or the usual route if there is no agreement on that.



Article (329)

The insurer shall not be liable for:

- 1- Damage resulting from inherent defects in the insured goods or from insufficiency of wrapping or packing thereof.
- 2- The normal deterioration that may be caused to the goods during the journey.
- 3- Damage resulting from fines, confiscation, sequestration, attachment, sanitary measures, sterilization, smuggling, or acts of prohibitory trade.
- 4- The due compensation because of the seizure and the guarantee given to release the lien.
- 5- Damage that is not deemed material damage caused to insured goods such as failure, delay, difference in prices and the obstacles that affect the commercial operation carried out by the insured.

Section Three

Obligations of the Insured

Article (330)

The insured shall comply with the following:

- 1- Payment of the insurance premium, fees and expenses at the place and time agreed upon in the contract. It shall also exercise due diligence to maintain the insured item.
- 2- Upon concluding the contract, it shall provide the insurer with a valid statement about all circumstances that are known to him and that shall enable the insurer to estimate the insured risks.
- 3- During the term of the contract, the insured shall inform the insurer of any increase in the insured risks within the limit of its knowledge.

Article (331)

If the insured does not pay the premium, the insurer may stop the insurance or revoke the contract. The stoppage and revocation of the contract shall be effective after the expiration of fifteen (15) days from the day of notifying the insured of the payment, and such notification shall be sent by a letter registered by acknowledgment of receipt or any other means.



As long as the insurance premium and expenses are not paid, the notice of stopping the insurance shall not prevent the insurer from sending another notice of the revocation of the contract.

The maritime insurance contract that was suspended shall recover its effectiveness after the expiration of (24) twenty-four hours from the payment of the premium and the expenses.

As a result of the revocation of the maritime insurance contract, the insurer shall be obliged to refund the insurance premium equally to the ongoing risks without prejudice to the compensations due.

The stopping or revocation of the insurance shall not affect a bona fide third party to whom the insurance policy was transferred before the occurrence of any accident and before the notification of the stoppage or revocation of the contract.

In case of the occurrence of an accident, the insurer may stick to the set-off against a third party according to the amount of the due premium.

Article (332)

If the insured becomes bankrupt or insolvent and does not pay the due premiums after being notified, the insurer may revoke the contract. This revocation shall not affect a bona fide third party to whom the ownership of the insurance policy was transferred before the occurrence of any accident and before being notified of the revocation of the contract.

The same rights shall be confirmed to the insured in case of the bankruptcy of the insurer. In all cases, the insurer shall be obliged to refund the insurance premium equivalent to the undergoing risks.

Article (333)

If the insured provides incorrect data, even in good faith, or withholds the necessary data in bad faith, and as a result, the insurer estimates the risk as less than it really is, the insurer may request revocation of the insurance contract.

The insurer may request the revocation of the insurance contract even if the false statement or the withholding of information has no relation to the damage caused to the insured property.

The insurer shall have the right to obtain the entire insurance premium if the bad faith of the insured is proven and only half of the premium if the bad faith is disproved.



Article (334)

The insured shall notify the insurer of circumstances that occur during the term of the contract and that may result in increasing the risks incurred by the insurer within three (3) days from the date of its knowledge of the same excluding the official holidays. If the notification is not received on time, the insurer shall have the right to revoke the contract. If the notification is received at the mentioned time and it is proved that the increase in the insured risk does not result from the act of the insured, the insurance shall remain in force with consideration of an additional premium.

Nevertheless, if the increase of the risks results from the act of the insured, the insurer may revoke the contract within (3) three days and keep the right to the insurance premium, or keep the contract while demanding an additional premium in consideration of the increased risks.

Article (335)

The maritime insurance contract which is concluded after the destruction of the insured property or after its arrival shall be deemed null and void if it is proven that the insured is notified of the destruction or arrival before requesting the insurance or to the place of the conclusion of the contract before it is signed by the insurer.

The insurance contract which is concluded on the condition of good or bad news shall not be considered null and void unless it is proved that the insured personally has known of the destruction of the insured property before concluding the contract or that the insurer has known of the arrival of this property.

The insurance shall also be considered null and void if the insured knows of the destruction of the insured property and does not proceed to use the fastest means to cancel the insurance request before signing the contract.

The competent court may rule to oblige the party whose bad faith is proved to pay to the other party compensation that is no less than double the premium agreed on.

Article (336)

Upon the occurrence of the risk, the insured shall exercise due diligence to maintain the insured property and take all precautionary measures to maintain the right of the insurer to recourse to the third party responsible for that. The insurer may also carry out these procedures and measures. Carrying out these procedures and measures by both the insured and the insurer shall have no effect on the rights and obligations resulting from the maritime insurance contract.

The insured shall be liable for its negligence and the negligence of its subordinates in fulfilling the obligations mentioned in the first paragraph of this Article according to the damage caused to the insurer and it shall also be liable for every act that may prevent the insurer from using its right to claim recourse to the third party responsible for the damage.



Section Four

Damage Settlement

Article (337)

Damage shall be settled through compensation not exceeding the value of the insured property unless the insured chooses to abandon the insured property to the insurer in return for obtaining the insurance amount in cases where this method is permitted by the agreement or the law.

Article (338)

The abandonment of the insured property may not be partial or conditional. It shall result in transferring the ownership of the insured property to the insurer in addition to obligating it to pay the insured the total insurance amount.

The transfer of ownership between the two parties shall be effective from the day when the insured expresses its wish to abandon the property to the insurer.

Without prejudice to its obligation to pay the insurance amount to the insured, the insurer may reject the transfer of the ownership of the insured property to it.

Article (339)

Upon expressing its wish to abandon the insured property, the insured shall disclose all the insurance contracts concluded by it and those known to it.

The insured shall forfeit its right to obtain the insurance amount if it, in bad faith, provides an incorrect statement that results in causing damage to the insurer.

Article (340)

When the insured wishes to abandon items, it shall notify the insurer by a letter registered by acknowledgment of receipt. The notification of the abandonment wish shall be within (90) ninety days of the date of the insured's knowledge of the accident that permits it to abandon the insured items or from the date of the lapse of the dates stipulated in Articles No. (358) and (368) hereof as the case may be.

The insurer shall pay the insured the insurance amount within (90) ninety days from the date of notification of the abandonment of the insured items.



Article (341)

The insured shall prove the commencement of the risk and it shall be presumed that the damage occurred in the time and place specified in the insurance contract unless the insurer proves otherwise.

If the insurer desires to discharge itself, it shall prove that the damage is not included in the marine risks covered by the insurance and it did not occur at the time and place mentioned in the contract. Nevertheless, if the insurance covers only some of the risks, the insured shall prove that the accident is due to one of these risks. Furthermore, if the insured uses its right to abandon the insured items, it shall prove that the damage and the circumstances of the accident give him the right to adopt the way of abandonment of the insured items.

Article (342)

The insurer shall not be obliged to repair or replace the insured items.

Article (343)

The insurer shall pay the share of the insured items by contributing to the general average and maritime rescue expenses according to the rate value of the insured items and within the limits of the insurance amount after deducting the particular average which shall be incurred by the insured if any.

Article (344)

Legally, the insurer shall replace the insured in all its rights resulting from the damage covered by the insurance within the limits of the compensation paid by the same to the insured.

Article (345)

A lawsuit may not be filed against the insurer to claim compensation before the lapse of (30) thirty days from the date of submitting the payment request attached to documents and the abandonment document if necessary. The insurer shall be deemed notified of the lapse of the mentioned date and if settlement does not take place within this period, the insurer shall return the documents that it has received to the insured.



Section Five

Prescription

Article (346)

Any lawsuit resulting from the maritime insurance contract shall expire after the lapse of two years.

The period mentioned in the previous paragraph shall commence as follows:

- 1- From the date when the insurance premium is due concerning the suit claiming the same.
- 2- From the date of the occurrence of the accident from which the lawsuit results concerning the lawsuit claiming compensation for damage caused to the ship.
- 3- From the date of the arrival of the ship or the date on which it is supposed to arrive concerning the lawsuit claiming compensation for damage caused to the goods. But if the accident takes place after one of the two dates, the prescription period shall commence from the date of the occurrence of the accident.
- 4- From the date of the occurrence of the accident concerning the lawsuit of claiming the settlement of the damage by the way of abandonment of the insured items, and in case of a specification of a period in the contract to initiate the abandonment lawsuit, the prescription shall commence from the date on which this period expires.
- 5- From the date on which the insurer fulfills its obligation concerning the lawsuit of the contribution to the general average or the lawsuit of claiming the reward due for the maritime rescue.
- 6- From the date when a third party files a lawsuit against the insured or from the date when the insured fulfills its obligation concerning its lawsuit against the insurer because of the recourse of the third party.

The lawsuit for the recovery of the amounts that are unjustly paid shall expire after the lapse of (2) two years from the date when the one who paid these amounts knows of its right to recover the same.

Article (347)

The prescription period stipulated in Article No. (346) hereof shall be interrupted by a registered letter with acknowledgment of receipt, the delivery of the documents related to the claim of payment, the secondment of an expert to estimate damage after the occurrence of the accident, or the settlement negotiations between the two parties, in addition to the other reasons prescribed by the law to interrupt prescription.



Chapter II

Special Provisions for Certain Types of Maritime Insurance

Section One

Insurance of the Ship

Article (348)

The insurance contract of the ship may be concluded for one journey, several journeys, or for a specific term identified in the contract.

The insurance may be limited to the period during which the ship exists at one of the ports, anchors, docks, or any other place. The insurance of the ship may also take place while it is still being constructed.

Article (349)

For the insurance of a journey, the insurer's guarantee shall commence from the date of the start of shipping the cargo until the date of the end of its unloading. The validity of the insurance period shall not exceed fifteen (15) days from the date of the arrival of the ship to its destination and when the captain declares that the ship is prepared to unload its cargo.

If the ship has no shipment, the guarantee of the insurer shall commence from the time of its departure until its anchor in the destination specified in the insurance policy.

If the insurance covers several successive journeys, the place specified in the insurance policy for the end of the last journey shall be considered the place in which the insurance contract expires.

Article (350)

If the insurance is for a limited term, the guarantee of the insurer shall begin and end on the date specified in the contract whatever the place where the ship exists. However, if the ship at the time specified for the commencement of the insurance is subject to repairing damage covered by the insurance or is carrying out a journey and is exposed to damage guaranteed by the insurer, the insurance shall not commence until the end of the repair or the journey. In that case, an amount in proportion to the period during which the maritime insurance contract was not effective shall be deducted from the insurance premium. However, if the insurance expires while the ship is being repaired or is carrying out a journey and is exposed to damage and this renovation or damage is covered by the insurance, the contract shall remain in force until the end of the renovation or the journey, and in such case, the insurance premium shall be increased in proportion to the additional period.



Article (351)

The insurance shall cover the ship without interruption wherever it exists within the limits of the journey, term and type of navigation specified in the maritime insurance contract.

Article (352)

The insurer shall be liable for damage resulting from hidden defects in the ship.

Article (353)

Except for damage that is caused to persons, the insurer shall pay any type of compensation suffered by the insured to third parties in the event of the collision of the insured ship with another ship or where the insured ship has collided with an immovable, movable, or floating object unless it is agreed to cover a percentage of these compensations.

Without the consent of the insurer, the insured may take out complementary insurance to guarantee its liability resulting from the damage caused by the ship that is not included in the previous paragraph of this Article, or that exceeds the amount provided for in the insurance policy for the ship.

The complementary insurance shall not be effective concerning insured damage except in the case of insufficiency of the amount provided for in the original insurance policy of the ship.

Article (354)

Whether the insurance of the ship is for a single journey or several successive journeys, the insurer shall be entitled to the full insurance premium immediately after the commencement of the insured risks.

If the insurance of the ship is for a specific period, the insurer shall be entitled to the premium for the whole period of the insurance if the ship is totally wrecked or if the insured decides to abandon it and the insurer is responsible for the destruction or abandonment. Nevertheless, if the insurer is not liable for the destruction or abandonment, it shall only be entitled to the amount of the period extending between the commencement of the maritime risks and the date of the occurrence of the accident that caused the destruction or the announcement of abandoning the ship.



Article (355)

The insurer shall guarantee the damage resulting from every accident that occurs while the insurance policy is in force, even if several accidents occur. The right of the insurer to demand a complimentary premium immediately after the occurrence of each accident may be agreed upon at the time of concluding the contract.

The accidents that occur during each journey shall be settled separately whether the insurance covers a single journey or several successive journeys or a specific period.

A journey is deemed a single unit in the settlement of the accidents that occur during the same, whether the insurance was for a single journey, several successive journeys, or for a specific period. As for the accidents that occur beyond the limits of the journey, each one of them shall be separately settled.

Article (356)

In case of settlement of the insurance through compensation, the insurer shall be obliged to pay the expenses for replacing spare parts and the necessary reparations to qualify the ship for maritime navigation without paying for other compensation for the ship's depreciation, breakdown, or any other reason. The expenses of replacing spare parts shall be reduced by the difference in value between the new and the old parts unless otherwise agreed.

Article (357)

Without prejudice to the provisions of Article (319) hereof, if the value of the ship is agreed upon in the contract, it shall not be disputed except in the event of the contribution to the general average or the expenses of the maritime rescue operation.

The agreed value shall include the ship's hull and its engines, accessories owned by the insured, supplies, and the costs of equipping.

In addition to any insurance of whatever date on accessories owned by the insured alone that shall result in a reduction in value in the event of complete destruction or abandonment to an amount equal to the value of such accessories.



Article (358)

The insured may abandon the ship to the insurer in the following cases:

- 1- If the ship is totally destroyed.
- 2- If no news has been heard of the ship for a period of (90) ninety days from the date of the last news of it. The ship shall be deemed to have been destroyed on the date when the news was last heard.
- 3- If the ship sustains damage that it is not possible to repair or which it is impossible to repair because of non-availability of the necessary material means for that purpose at the place where the ship exists unless it is possible to tow it to another place where the repair can be carried out.
- 4- If the expenses of repairing the ship are equivalent to at least three-quarters of its value defined in the insurance policy.

If war risks are covered by the insurance, the insured may exercise its right to abandon the ship in the event that it is captured, seized, or detained by order of the public authorities, if it is impossible for the insured to recover the ship within (120) one hundred and twenty days from the date of notifying the insurer of the occurrence of the incident.

Article (359)

Contracts of maritime insurance relating to a number of ships owned by one operator shall be deemed effective as if each ship therein were owned by a different operator.

Goods and other movable property owned by the operator shall be considered as if they were owned by a third party, to the insurer of the ship.

Article (360)

If the ownership of the ship is transferred or if it is chartered unequipped, the insurance shall remain in force by virtue of law for the benefit of the new owner or charterer on condition that the insurer is notified thereof within a period of (15) fifteen days from the date of the transfer of ownership or the charter. The new owner or charter shall fulfill all the obligations upon the insured to the insurer under the maritime insurance contract.



The original insured shall be obliged to pay the insurer the insurance premiums due to the date of transferring the ownership or the date of the charter.

The insurer may demand to terminate the contract within (30) thirty days from the date of notifying the same of the transfer of the ownership or the charter. In this case, the contract shall remain in force for (15) fifteen days from the date of the termination request.

If the notification of the ownership or the charter does not occur on the date stated in the first paragraph of this Article, the insurance shall be deemed suspended from the end of this date. The maritime insurance contract shall recover its effectiveness after the lapse of (24) twenty-four hours from the date of notification and the insurer shall refund the insurance premium for the period of the suspension of the contract.

These provisions shall not apply in the event that the ship is joint property unless the transfer of ownership includes most of the shares.

Article (361)

If the subject of the insurance relates to the reward due for the maritime rescue, the insurer shall be obliged within the limit of the insurance amount, to pay the expenses which shall be spent to rescue the ship because of a risk covered by the insurance. The insurer shall pay every other reward due because of this risk. The mentioned insurance shall not be effective unless the amount provided for in the insurance policy of the ship is insufficient. If the subject of the insurance relates to the expenses that resulted from floating the ship, the insurer shall be obliged to pay them within the limit of the insurance amount, in cases when the insured is permitted to abandon the ship for a reason covered by the insurance.

Article (362)

If the insurance focuses on the freight of the ship and it does not stipulate that it shall be due in all cases, the insurance shall only cover 60% thereof, unless where it is agreed otherwise.

For the insurance of freight, the insurer shall only guarantee the share of the freight for the general average within the limits of the insurance amount which shall be recovered when the ship is abandoned as a result of an insured risk. This shall be done on condition that the operator proves in the cases mentioned in paragraphs 3 and 4 of Article (358) herein that he failed to transfer the goods to the arrival port.



Article (363)

If the subject of the insurance is to guarantee the wages of the sailors and their expenses incurred in bringing them back to their domiciles and the expected profits from exploiting the ship, the insurer shall be obliged to compensate the damage resulting from any maritime danger covered by the insurance if the claimant proves that the damage is relating to the subject of the insurance.

Section Two

Insurance of Goods

Article (364)

The insurance of the goods shall be under a policy for a single journey or under a floating policy.

Article (365)

The goods shall be covered by the insurance without interruption at any place at which they may be during the course of the journey as defined by the two contracting parties.

The insurer may increase the insurance premium if the goods remain in the port, if their passage or reloading on another ship lasts for an unusual period, or if the ship that is transporting the goods is compelled to take refuge in one of the ports or to change its usual route.

The rules of maritime insurance shall apply to the goods if they are transported during the maritime journey on land, by river or by air unless otherwise agreed.

Article (366)

The amount of the insurance may not exceed the current value of the goods at the time and place of loading in addition to all expenses paid to the port of arrival and the profit expected from selling them.

Article (367)

The losses to the goods shall be estimated according to the difference between their value after the damage and their value before the damage at the same time and place. The rate of decrease in the value of the goods shall be applied to the insurance amount.



Article (368)

The insured may abandon the goods to the insurer in any of the following cases:

- 1- If no news has been heard of the ship for (90) ninety days from the date of the last news of it.
The ship shall be deemed to have been destroyed on the date when the news was last heard.
- 2- If the ship that is transporting the goods is damaged as a result of a maritime accident for which the insurer is responsible and becomes unqualified for navigation and the captain is not able to transport the goods by another ship to the port of arrival within (90) ninety days from the date when the insured notifies the insurer that the ship is unqualified for navigation.
- 3- If the goods are destroyed or damaged equivalent to at least three-quarters of their value specified in the insurance policy.
- 4- If the goods are lost, destroyed or materially damaged as a result of a risk covered by the insurance during the journey.

If the insurance covers the war risks, the insured may use its right to abandon the goods if the ship is captured or attached or detained by an order issued by the public authorities if the goods are not held at the disposal of the insured within (120) one hundred and twenty days from the date of notifying the insurer of the accident.

Article (369)

The floating policy shall include the conditions under which both the insurer and the insured shall be obliged, the maximum limit of the amount that the insurer undertakes to pay for each shipment, the insurance period, and insurance premiums paid by the insured. The insured goods, journeys, names of the ships and other data shall be determined by annexes that shall be issued for each shipment separately.

In the floating insurance policy, the insured shall be obliged to notify the insurer of the shipments mentioned below and the insurer shall be obliged to accept to insure on them:



- 1- All shipments that are carried out for the insured or in implementation of purchase or sale which bind it to effect insurance, and insurance shall cover such shipments from the time on which they are exposed to the insured risks but on condition that the insured gives notice thereof within the time stipulated in the contract.
- 2- All shipments that are carried out for a third party upon which the insured is entrusted to effect insurance but on condition that it shall have an interest in the cargo in its capacity as commission agent or trustee of the goods. In both cases, the insurance shall only cover such shipments from the date of notifying the insurer thereof on time stipulated in the insurance policy.

Article (370)

If the insured violates the obligations provided for in Article (369) hereof, based on the insurer's request, the competent court may immediately revoke the contract without delay and the insurer shall be entitled to the premiums relating to the shipments of which it is not notified as compensation. The insurer shall be entitled to recover sums paid by it in respect of accidents to the shipments after the first breach on the part of the insured if its bad faith is proven.

Article (371)

In all cases of insurance of the goods, the insured shall notify the insurer within (15) fifteen days from the date of delivery of the insured goods of any damage otherwise it shall be presumed that the goods were received intact without any damage.

Section Three

Insurance against Liability

Article (372)

In case of insurance to guarantee the liability, the insurer shall not be obliged to pay compensation for the occurrence of any accident specified in the insurance policy unless the third party who is affected by the damage submits an amicable or judicial demand to the insured.

The obligation of the insurer shall be within the limits of the compensation to the third party which the insured is obliged to perform.



Article (373)

According to Article (353) hereof, Insurance against Liability shall not be effective if the subject of the same is to compensate the damage caused to the third party by the act of the captain of the ship unless the amount of the insurance of the ship is insufficient to compensate the damage.

Article (374)

Where several insurance policies are concluded for the insurance against the liability, each insurer shall be liable for each accident separately within the limits of the amount specified in the special insurance policy even where there have been multiple accidents, provided that the total sum received by the insured shall not exceed the damage resulting from liability.

Article (375)

The party in charge of the construction or repair of the ship shall conclude an insurance policy that warrants its liability for the damage that affects the ship or a third party during the construction or repair. The provisions of the maritime insurance shall not apply to such insurance policy unless otherwise agreed.

Part Nine

Penalties and Administration Sanctions

Article (376)

Without prejudice to any severer penalty stipulated by the Penal Law or any other law, crimes committed in violation of the provisions of the present Law shall be punished by the penalties stipulated hereof.

Article (377)

Upon violating the provisions of Articles (7, 31) hereof, the ship's owner, operator, or captain shall be punished by a fine of no less than (300) three hundred Omani Riyals and no more than (2000) two thousand Omani Riyals.

Article (378)

Every person who violates the provisions of Articles (15, 16, 27, 28) hereof shall be punished by a fine of no less than (5000) five thousand Omani Riyals and no more than (10000) ten thousand Omani Riyals.



Article (379)

Every person who violates the provisions of Articles (13, 308) hereof shall be punished by a fine of no less than (1000) one thousand Omani riyals and no more than (3000) three thousand Omani riyals.

Article (380)

Every person who violates the provisions of Articles (30, 33, 35, 36, 65) hereof shall be punished by a fine of no less than (2000) two thousand Omani Riyals and no more than (3000) three thousand Omani Riyals.

Article (381)

Every person who pilots a ship without having a license and every pilot who refrains from providing his services, or who pilots a ship under the influence of drugs, psychotropic substances or alcoholic drinks or who pilots a ship that he is not permitted to pilot according to the provisions hereof shall be punished by a prison sentence of at least one year and a fine of no less than (500) five hundred Omani Riyals and no more than (2000) two thousand Omani Riyals, or one of these two punishments.

Article (382)

Every person who violates the provision of Article (247) hereof shall be punished by a fine of no less than (500) five hundred Omani Riyals and no more than (3000) three thousand Omani Riyals.

Article (383)

Every person who violates the provision of Article (262) hereof shall be punished by a fine of no less than (500) five hundred Omani Riyals and no more than (1000) three thousand Omani Riyals.

Article (384)

Every person who violates the provisions of Articles (283, 284)) hereof shall be punished by a fine of no less than (1000) one thousand Omani Riyals and no more than (5000) five thousand Omani Riyals.



Article (385)

He shall be punished by a sentence of prison for no more than (5) five years and a fine of no less than (1000) one thousand Omani Riyals and no more than (5000) five thousand Omani Riyals or by one of these two punishments in addition to giving back the seized item or its value when necessary every person who:

- 1- Seizes or transfers any stranded or abandoned ship or any part of the ship's cargo or accessories if it exists in the territorial sea of the Sultanate of Oman.
- 2- Seizes the shipwreck that exists in the territorial sea of the Sultanate of Oman without being authorized by the Maritime Authority.

Article (386)

The Minister may impose administrative fines in regulations and decisions issued against violating the provisions of this Law and the executive regulations and decisions thereof, provided that the amount of a fine shall not exceed (20000) twenty thousand Omani Riyals. The fine shall be doubled in case of recidivism. In the implementation of the provision of this Article, recidivism is committing a similar violation within two years from the date of imposing the fine.

Article (387)

Except for crimes punished by imprisonment, the Minister or his representative may reconcile the crimes stipulated in this Law and the executive decisions thereof before the prosecution according to the following conditions:

- 1- If the violator demands that in writing.
- 2- If the violator pays the amount determined by the Minister or his representative, provided that the amount shall not be less than half of the maximum limit of the fine determined for the violation and it shall not exceed the maximum limit thereof.
- 3- If the violator removes the reasons for the violation at his own expense and reconciliation shall result in the abatement of the prosecution.