

NEWSFRONT

GREEK SHIPPING INTELLIGENCE

10 February 2017

Vol. 18 / No. 5



LEGAL OPINION

Arbitration Clause

When bunkers were supplied, the sale was described as being subject to seller's general terms of sale of marine fuel. In the terms, there was a clause for Danish arbitration in Aalborg or Copenhagen.

With a dispute having arisen, the buyers challenged the arbitration clause invoking they never discussed it and that consumer's protection provisions rendered the relevant clause abusive.

The Court found the general terms of the sellers were indeed applicable, and it was the fault of the buyers that they did not bother to go through them. So, it referred the case to arbitration.

Further, the consumers' protection provisions were not applicable in the case under examination, as they are anyway not applicable to intermediate buyers for further sale, as in fact happened.

Piraeus Court of Appeal Judgment no 525/2014, President: P. Tsandekidou, Rapporteur Judge: S. Lignou, Attorneys at law: V. Vernikos, P. Karamitsios, Maritime Law Review vol. 43, p. 65.

NOTE: It is customary, in such transactions, the terms are not quoted in the sale document, but reference to them to be incorporated instead. Parties can see the terms on the website of the seller and, by signing the sale document, they concede to the terms and conditions as uploaded on the site. Such incorporation of terms is valid and binds the parties.

*The legal column was written by Manolis Eglezos, Attorney at law,
Manolis Eglezos & Associates Law Firm, Attorneys at Law and Consultants*