

International contracts

A perspective from maritime law

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One transaction, several contracts

A company in Mérida sells furniture to a buyer in Valencia, arranges maritime transport and insurance, and the cargo arrives damp. This fictional case illustrates a central point: sale, carriage and insurance have their own parties, obligations and legal regimes. A sound claim must identify each relationship and connect the damage to an obligation, a responsible party and the evidence.

Delivery, risk and liability

The United Nations Convention on Contracts for the International Sale of Goods (CISG) may govern the sale, subject to its scope and any exclusion. Incoterms specify delivery, costs and transfer of risk; the rule, place and version must be stated. They do not settle ownership, payment, governing law or forum. Paying freight to the destination does not determine who bears the risk.

From the international framework to the contract

Conventions, model laws and guides serve different purposes. Adoption, accession, publication and entry into force must be distinguished. Uniform law supplies substantive rules; conflict-of-laws rules identify the applicable legal system. Yucatán's proposed private international law legislation is examined as a text under discussion, respecting treaties and federal powers. Choosing a forum does not amount to choosing governing law.

Documents, technology and dispute resolution

The bill of lading documents the contract, serves as a receipt and represents the goods. The maritime single window facilitates port-call data; an electronic transferable record requires integrity, control and legal recognition. A scan is insufficient. When a dispute arises, mediation, arbitration and court proceedings must be distinguished, and enforcement of the agreement, award or judgment anticipated.

Investigate the damp before assigning liability

The seller could be liable for a pre-existing lack of conformity, including inadequate packaging; the carrier, for attributable damage under the applicable regime, subject to its defences and liability limits. The insurer could indemnify a covered risk without having caused the damage. Allocation of risk and liability are separate questions. Damp does not automatically justify withholding the balance.

Resolving the case requires expert reports, photographs, inspections and delivery records, assessed against the sale contract, Incoterm, carriage contract and policy. Notices, time limits, standing, forum and enforcement must be examined. The lesson is a method: identify the contracts, separate governing law from forum, and connect obligations to evidence.

Mexico is a maritime nation

Source: final UADY presentation and speaker notes, including the response to the damp-damage case.