

Session of Zagreb – 1971

Forwarding Agency Contracts in Private International Law

(Nineteenth Commission, Rapporteur : Mr. Léon Babinski)

(The French text is authoritative. The English text is a translation.)

The Institute of International Law,

Considering that the present development of international trade shows more and more the need for a clear system of rules concerning international forwarding agency contracts, as an essential element for the proper operation of this trade,

Taking account, on the one hand, of the important work accomplished by the Institute for the Unification of Private Law (Unidroit) with a view to elaborating uniform rules on this subject, and, on the other hand, the intention of the United Nations Committee for International Trade Law (UNCITRAL) gradually to develop international trade law, including international transport law ; taking note that nevertheless conflicts of law in this field are, and are for a long time likely to remain, frequent and that they require a solution ;

Considering that it is useful for the Institute of International Law to determine the principles which seem to be generally accepted in this field, with a view to advancing the development of international trade ;

Expresses the opinion that, without prejudice to the general principles of international law, the following rules should be applied :

Article 1

Subject to Article 2, the contractual relations between the forwarding agent and the consignor shall be governed by the law of the office or other place of operation of the agent (*de l'établissement*) with which the consignor has concluded the contract.

Article 2

The parties to the contract are free to choose the law governing their contractual relations.

Article 3

The above-mentioned rules shall not apply either to the existence or to the extent of the forwarding agent's powers in his relation with the carrier. Such powers shall be governed by the law applicable in the place where they are exercised.

Article 4

Proprietary rights arising from the forwarding agency contract may only be exercised in conformity with the *lex rei sitae*.

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(2 September 1971)