

WIKBORG | REIN

Update

October 2025

Shipping Offshore

**SHIP25 – a new standard
form shipbuilding
contract for a new era**

Page 8

**Offshore wind
and collisions**

Page 18

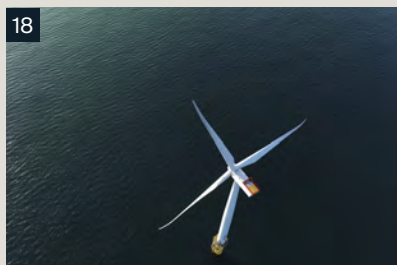
**IMO's "Net-Zero Framework"
postponed following failed vote**

Page 15

Content

Shipping Offshore Update

China levies special port fees on US-Linked vessels	4
SHIP25 – a new standard form shipbuilding contract for a new era	8
MSC FLAMINIA: Supreme Court clarifies charterers' right to limit liability	12
IMO's "Net-Zero Framework" postponed following failed vote	15
Offshore wind collisions – costly claims and legal complexity	18
Enforcement against foreign state owned assets in Norway	22
The life of the conversion contract – mitigation of risks and liability	24
Orgalim SI 24 – clearer legal boundaries and what remains unaddressed	28
Petrobras Model Contract versus Norwegian Standard Contracts – a legal comparison of liability regimes	32
Managing compliance risks in shipbuilding projects	34
English High Court clarifies scope of political risks in insurance 'mega trial'	38
India: Free trade agreements open opportunities	42
Land-based fish farming in China	46
Five things you need to know about the Digital Security Act	50
The most important updates in Green Shipping – October 2025	53
Maritime and offshore emergency response team	56
Wikborg Rein's shipping offshore group – contact list	58



Update

October 2025

Publisher:
Wikborg Rein

Editors:
Herman Steen, Baptiste Weijburg, Sebastian Sandtorv

Editorial team:
Thomas Berger

Photos:
gettyimages.com,
Sten E. Eriksen/Wikborg Rein

Layout:
Helene S. Lillebye-Teien

Print:
Bodoni / 650 copies



UPDATE OCTOBER 2025 SHIPPING OFFSHORE

This Update is produced by Wikborg Rein. It provides a summary of the legal issues, but is not intended to give specific legal advice. The situations described may not apply to your circumstances. If you require legal advice or have questions or comments, please contact your usual contact person at Wikborg Rein or any of the contact persons mentioned herein. The information in this Update may not be reproduced without the written permission of Wikborg Rein.

Dear friends and readers

We are moving into the autumn in another eventful year, with the geopolitical landscape being even more volatile and uncertain than before. The US-China relationship remains tense and the US has imposed sweeping tariffs on almost half of the world's countries and has made trade agreements with many, including the EU. The war in Ukraine continues with no end in sight. Some of the Nordic and Baltic countries, as well as Poland, have experienced drone incidents or other violations of their airspace. In the conflict in the Middle East there is fortunately some very promising developments, but with a long road with many difficult hurdles ahead.

Despite the impact these challenges have on global trade and shipping, our industry continues to adapt.

In this edition we address the postponement of the IMO's Net-Zero Framework and provide guidance on how to navigate the trade war as well as the notification and approval requirements for tanker sales under the Russia sanctions regimes. We also consider the new Ship25, recent case law concerning enforcement against foreign state assets in Norway, land-based fish farming in China and many other issues.

Enjoyable reading!



Herman Steen

Editor-in-Chief and Partner
hst@wr.no



Despite the impact these challenges have on global trade and shipping, our industry continues to adapt.

Co-Editors of the Shipping Offshore Update



Baptiste Weijburg
 Partner
baw@wrco.co.uk



Sebastian Sandtorv
 Senior Associate
sbs@wrco.co.uk



Thomas Berger
 Associate
thb@wr.no

China levies special port fees on US-Linked vessels

On 10 October 2025, the Chinese Ministry of Transport (Ministry) announced that it would impose special port fees (Special Port Fees) against vessels with a US nexus calling at Chinese ports. These were adopted in response to the fees and trade restrictions introduced by the United States Trade Representative earlier this year targeting China-linked vessels (USTR Fees).

The Ministry's announcement was followed by a set of implementation measures issued on 14 October 2025 which clarify how the Special Port Fees regime will operate (Implementation Measures).

The Special Port Fees became effective on 14 October 2025 – the same date as the USTR Fees – and the adopted rates and scope of application closely match those imposed by the USTR.

SCOPE OF APPLICATION

The Special Port Fees are levied on five categories of vessels:

- a. Vessels owned by US enterprises, organisations and individuals;
- b. Vessels operated by US enterprises, organisations and individuals;
- c. Vessels owned or operated by enterprises or organisations in which US enterprises, organisations and individuals hold directly or indirectly at least 25% of the equity interest, voting rights or board seats;
- d. US-flagged vessels; and
- e. US-built vessels.

Article 2 of the Implementation Measures also provides that the following vessels will be exempted from payment:

- vessels built in China;
- vessels in ballast condition entering Chinese shipyards for repair works; and
- any other vessels that are otherwise “approved for exemption”.

There are a number of issues which remain unclear and are not addressed by the Implementation Measures, such as:

- the test that the Chinese authorities will apply to determine whether an entity is a US enterprise or organisation under categories (a)-(c) above (place of incorporation v primary place of business);
- the procedure owners/operators or their agents will be required to follow in order to request an exemption from the Ministry;
- any criteria the Ministry will consider when making a decision on whether or not to grant the exemption sought.

Note that the Implementation Measures refers to “25% equity (股权)” – meaning voting rights and board representation, not simply shareholding (股份). This indicates the focus is on substantive control, not plain investment. Therefore, companies merely listed in the U.S., where shares are held by dispersed or non-controlling investors, are likely not to fall within the



scope of the current measure. That said, the rules leave room for future expansion, so ongoing monitoring of the Ministry's Implementation Measures and their application is advised.

APPLICABLE RATES AND PAYMENT

Article 3 sets the fee at a progressive rate starting at RMB 400 / net ton and increasing per annum by 2028:

Date	Amount in RMB (per ton)
14 October 2025	RMB 400 Note: vessels less than 1 net ton shall be counted as 1 net ton.
17 April 2026	RMB 640
17 April 2027	RMB 880
17 April 2028	RMB 1120

China



The Implementation Measures also specify that the Special Port Fees will be collected by the maritime administrative authority of the port of call. In the event that a vessel calls at multiple Chinese ports during the course of the same voyage, the port fees will be paid to the authorities of the first port of call. Finally, any vessels that undertake over five voyages within the same annual billing cycle (which begins on 17 April) will be required to pay fees only for the first five voyages.

REPORTING REQUIREMENTS

According to Article 6 of the Implementation Measures, the owner/operator or their agent are required to supply certain information to the local administrative authority at least 7 days prior to the vessel's arrival at a Chinese port. This includes inter alia:

- the vessel's country of construction;
- the vessel's flag;
- details of the ship's owner / operator;
- any leasing arrangements in place;
- details of the intended port(s) of call for the voyage.

In the event that the voyage duration from the previous port of call is less than seven days, the owner/operator or their agent are required to provide the relevant information upon the vessel's departure from the previous port.

CONSEQUENCES FOR INACCURATE REPORTING / NON-PAYMENT OF PORT FEES

The local maritime administrative authority will verify the information provided by the relevant party. Article 7 of the Implementation Measures suggests that if the required information is not provided or is incorrect, the authority will request the owner/operator or their agent to supplement or correct their reporting as needed.

The penalty for any vessel found to be in violation of these measures will be the refusal to be granted port entry or departure clearance. If a vessel has already departed from a Chinese port without paying the fees due, any outstanding amount must be settled before her next call at any Chinese port.

Notably, the introduction of the Special Port Fees has already prompted strategic governance adjustments among affected companies. For example, by asking U.S. directors to step down to ensure that U.S.-controlled board votes remained below the 25 percent threshold, illustrating the immediate practical impact of these measures.

The Special Port Fees are bound to have wide-ranging ramifications for the shipping industry and international trade in general. It remains to be seen how the US will react to the imposition of these fees and whether additional measures will be contemplated. The Ministry has already made clear that it will keep the matter under review and will not hesitate to adjust the scope, rates and duration of the Special Port Fees. We anticipate that additional measures may be adopted in the future if the USTR decides to take further action on the back of the implementation of the Special Port Fees regime.

[See our briefing on the USTR Fees here.](#)

Our legal team is closely monitoring this developing situation and is well-positioned to assist industry players in navigating the ongoing trade tensions between the US and China.

Contacts



Shawn Kirby
Partner
sdk@wrco.co.uk



Ronin Zong
Partner
rlz@wrco.com.cn



Bård Breda Bjerken
Managing Associate
bbb@wrco.com.cn



Maria Oproglidou
Senior Associate
mop@wrco.co.uk

“ **The penalty for any vessel found to be in violation of these measures will be the refusal to be granted port entry or departure clearance.** ”

SHIP25

– a new standard form shipbuilding contract for a new era

Since its launch in 2000, SHIP 2000 has become a widely used standard form shipbuilding contract, both in the Nordics and beyond. Over the past 25 years, however, the shipping industry has changed significantly, creating a clear need for an updated contractual framework.

In 2024, a revision project was therefore initiated. Negotiations were carried out between the Norwegian Shipowners' Association and Nordisk Defence Club, representing the shipowners' interests, and the Norwegian Shipbuilders and Wikborg Rein, representing the builders' interests. The result is SHIP25.

SHIP25 is not merely a facelift of SHIP 2000. It is a comprehensive revision, designed to address today's regulatory, technological, and commercial realities. At the same time, SHIP25 is built on the same fundamental principles as SHIP 2000, making it a true part of the long standing tradition in Norway for balanced, agreed form shipbuilding contracts. A selection of new features in SHIP25 is highlighted below.

PROJECT MANAGEMENT

Recognising that shipbuilding requires close cooperation, SHIP25 modernises the procedures for project management. The builder must now give the buyer electronic access to drawings and documentation, after which the buyer – just as under

SHIP 2000 – must provide approvals or comments within fixed deadlines.

In line with what is generally market practice already, the builder must also provide the buyer with preliminary schedules, followed by detailed schedules, and – throughout the performance of the contract – monthly progress reports. Each report must include:

- The updated status of construction progress,
- An amended building schedule (if applicable),
- A comparison of actual progress against the building schedule, including completion percentages of major components,
- A list of agreed modifications or changes,
- Photographs documenting construction progress (where relevant), and
- The status of major subcontractors' deliveries and services, including any major issues.

The aim is to keep the project on track and bring issues to light at an early stage.

The roles and responsibilities of the buyers' representatives have also been clarified in SHIP25. Under SHIP 2000 the buyers' representatives were required to notify the builder of errors discovered during the build. In SHIP25, it is clarified that failure to provide such notices may result in the buyer becoming responsible for additional costs and time unnecessarily caused by the missing notification from the buyer.

LIABILITY REGIME FOR SUBCONTRACTORS

DESIGNATED BY THE BUYER

In general, the builder is responsible for delays, defects and deficiencies caused by subcontractors as if they were caused by the builder itself. In practice, builders are often required under shipbuilding contracts to procure supplies from a specific supplier designated by the buyer. In these cases, there is little the builder can do to manage the risk of delay. SHIP25 responds to such situations by establishing a more balanced liability regime for such supplies, incentivising buyers to allow builders at least two choices of subcontractor for each supply.



Negotiations of the SHIP25 was carried out between the Norwegian Shipowners' Association and Nordisk Defence Club, representing the shipowners' interests, and the Norwegian Shipbuilders and Wikborg Rein, representing the builders' interests.

REFUND GUARANTEES

Refund guarantees are a key feature of any shipbuilding contract; they secure the buyer's right to refund of pre-delivery instalments in the event of termination. In SHIP 2000, however, they were only lightly regulated. SHIP25 responds by requiring the parties to include the terms of refund guarantees in an appendix, with default terms applying if they do not. The builder must also ensure that the guarantees remain valid until actual delivery, even where delays arise. If the builder fails to renew a guarantee within 45 days of its expiry, the buyer may terminate the contract and call on all guarantees. In this way, the buyer is protected throughout the construction period.

NEW COMPLIANCE CLAUSES

Compliance has become a defining feature of modern shipping. SHIP25 therefore includes new provisions on safety and human rights, anti-bribery and corruption, cyber security, and export controls and sanctions. These clauses ensure that the contract is aligned with today's compliance landscape in a balanced and practical manner. Key elements include:

Safety and Human Rights

The builder must construct the vessel in compliance with applicable health, safety, and environmental laws. The buyer may carry out audits at the builder's premises to assess compliance, and the builder must notify the buyer in writing

of any serious incidents. If the buyer is subject to the Norwegian Transparency Act, the builder must cooperate as necessary to enable compliance.

Anti-Bribery and Corruption

Both parties must comply with applicable local and international anti-bribery and corruption laws when performing their rights and obligations under the contract.

Export Controls and Sanctions

Both parties must warrant compliance with applicable export control laws and sanctions. Breach of these warranties entitles the non-breaching party to terminate the contract, in some cases after a rectification period. In cases where termination



Front row: Stål Heggelund (The Federation of Norwegian Industries), Magne Andersen (Nordisk Defence Club), Asle Strønen (Norwegian Shipbuilders), Thomas Aasberg Rasmussen (Norwegian Shipowner's Association), Morten Valen Eide (Wikborg Rein). **Back row standing:** Håvard Njølstad (Nordisk Defence Club), Benedikte Urrang (Nordisk Defence Club) Mats Sæther (Nordisk Defence Club), Viggo Bondi (Norwegian Shipowner's Association), Peter Jebsen (Wikborg Rein), Oddvar Sandvik (Norwegian Shipbuilders/WestCon), Endre Matre (Norwegian Shipbuilders/WestCon), Hans Jørgen Fedog (Norwegian Shipbuilders/ Green Yard Kleven), Hugo Strand (Norwegian Shipbuilders/Fitjar Mek)

is not due to a party itself becoming sanctioned or violating sanctions, SHIP25 provides for a balanced outcome in which the parties share the resulting loss, recognising that the current geopolitical climate may lead to contractual breach situations where none of the parties in reality are to blame.

OPT-INS

Shipbuilding projects differ in character, and may require different contractual structures. To accommodate this, SHIP25 introduces several notable opt-ins:

Design Responsibility

By default, the builder assumes full responsibility for the vessel's design as under SHIP 2000. In practice, vessel design is often provided by a separate designer under a design contract. In such cases, the parties may alternatively agree to limit the builder's liability for design to the terms of that design contract. This may reduce the contract price for a vessel, encourage the use of specialist designers, and allow a broader range of shipyards to compete for the shipbuilding project, including those without in-house design capability.

Progressive Title

By default, the builder retains ownership of the vessel until delivery, with the buyer making pre-delivery instalments against refund guarantees. Alternatively, the parties may agree that the buyer acquires progressive title as construction advances. This presupposes that progressive title can in fact be registered in the relevant jurisdiction – a possibility in Norway, but not in many other jurisdictions. Where available, such an arrangement removes the need for refund guarantees and ensures that the hull

and materials remain outside the grasp of the builder's bankruptcy estate and/or mortgages.

Price Adjustment

By default, the builder commits to a fixed contract price for the vessel on signing of the shipbuilding contract. Alternatively, the parties may adopt two price adjustment mechanisms:

Index Regulation: The contract price is adjusted if the aggregate increase in a defined reference index between signing and delivery exceeds a pre-agreed threshold. This enables the parties to share extraordinary inflation risk.

Budget Pricing: The parties agree budget prices for specified systems, components, or materials, deferring the buyer's final decision until after signing. Provided the decision is made within the agreed timeframe, the builder undertakes to supply at cost plus an agreed mark-up. This gives the buyer flexibility and spares the builder from pricing in uncertainties at the outset.

ARBITRATION

Disputes are an unfortunate yet inevitable aspect of shipbuilding. SHIP25 retains arbitration as the chosen method of dispute resolution, but moves away from ad hoc proceedings. Instead, it adopts the Nordic Offshore and Maritime Arbitration Association (NOMA) Arbitration Rules by default, with claims not exceeding NOK 5,000,000 falling under the NOMA Fast Track Arbitration Rules. In this way, SHIP25 facilitates a structured, efficient, and pragmatic Nordic approach to resolving disputes.

CLOSING REMARKS

Much has changed in the shipping industry since 2000. Building on the solid foundations of SHIP 2000, SHIP25 responds to these developments with a modern and balanced contractual framework. It is therefore well placed to carry forward the success of its predecessor and to remain the reliable, go-to standard form shipbuilding contract for shipbuilding projects in the Nordics and beyond.



Building on the solid foundations of SHIP 2000, SHIP25 responds to these developments with a modern and balanced contractual framework.

Contacts



Morten Valen Eide
Partner
mei@wr.no



Peter Jebsen
Managing Associate
jkb@wr.no

*Joint article from
Nordisk Defence Club
and Wikborg Rein.*

*Benedicte Urrang,
Magne Andersen,
Peter Jebsen &
Morten Valen Eide*

Read more about SHIP25

[You can read more about SHIP25 and download the contract in PDF or Word here.](#)

Disclaimer : *Anyone wishing to use SHIP25 must independently assess its suitability and obtain legal advice for their specific project. Wikborg Rein accepts no responsibility or liability for the use or suitability of SHIP25. The availability of SHIP25 on wr.no does not establish any client-lawyer relationship, constitute legal advice, or create any obligation or liability on the part of Wikborg Rein.*

MSC FLAMINIA: Supreme Court clarifies charterers' right to limit liability

The UK Supreme Court's decision in MSC FLAMINIA [2025] UKSC 14 provides important guidance on the interpretation and application of the 1976 Convention on Limitation of Liability for Maritime Claims (the "1976 Convention"), as amended by the 1996 Protocol. The judgment clarifies whether charterers can limit their liability to shipowners and which types of losses are subject to limitation.

In 2012, during a US-Europe voyage, an explosion and fire occurred on the MSC FLAMINIA due to hazardous cargo, resulting in loss of life of three crew members and substantial damage to the vessel and cargo.

The owners, Conti, incurred significant expenses on repairs, but also in extinguishing the fire, discharging and destroying the cargo and firefighting water and salvage expenses.

In 2020 the charterers, the container line operator MSC Mediterranean Shipping Company, established a limitation fund under the 1976 Convention, seeking to limit its liability to approx. USD 28.2 million.

In 2021 the owners successfully obtained an arbitration award stating that the charterers were liable for their losses, with the Tribunal awarding the owners approx. USD 200 million in damages.

The High Court held that the charterers could not limit its liability to the owners. The Court of Appeal, for different reasons, upheld this decision.

KEY ISSUES FOR THE SUPREME COURT

The Supreme Court addressed two principal issues:

1. On its true construction, does the 1976 Convention permit a charterer to limit its liability towards an owner for a claim concerning loss originally suffered by the owner itself?
2. On their true construction, what is the scope of Article 2.1(a), (e) and (f), of the 1976 Convention?

The Supreme Court unanimously allowed the charterers' appeal on the first issue but dismissed the appeal on the second issue.

FIRST ISSUE – CHARTERERS' RIGHT TO LIMIT LIABILITY

The Supreme Court analysed the first issue in the context of limitation generally. It is an established feature of international maritime law that shipowners and certain others involved in ship operations are entitled to limit their liability for claims arising out of a maritime casualty or incident. In the UK, limitation is governed by the 1976 Convention.

The purpose of limitation of liability for vessel owners, charterers, managers and operators was to facilitate international trade through the carriage of goods by sea. The main objective of the 1976 Convention was to provide higher limits than those previously in place, while also making it challenging to "break" the limitation.

The Supreme Court found that the term "claims", as used in Articles 1.1 and 2.1 of the 1976 Convention, should be interpreted according to its ordinary meaning, encompassing all types of claims specified in Article 2, and without any specific distinction based on whether the claimant is the shipowner or another party defined as a "shipowner" under Article 1.2.

 **The judgment clarifies whether charterers can limit their liability to shipowners and which types of losses are subject to limitation.**



The Supreme Court held that the 1976 Convention does not distinguish between claims by “insiders” (those defined as shipowners, including charterers, managers, and operators) and “outsiders.”

Owners argued that this could give rise to a situation whereby a “shipowner” could claim against a fund that they had also constituted, but the Supreme Court rejected this argument, relying on the principle established in the *CMA DJAKARTA* [2003] EWHC 641 (Comm). This principle states that claims for loss of or damage to the vessel, or consequential loss resulting therefrom, are not subject to limitation under Article 2.1(a) of the 1976 Convention.

The Supreme Court considered this exclusion to be sufficient to safeguard against unfair outcomes that might arise if the owners’ primary losses were included within the limitation fund.

In summary, a charterer could limit its liability for claims by an owner, including in respect of losses originally suffered by the owner itself.

SECOND ISSUE – SCOPE OF LIMITATION

The Supreme Court analysed each category of expense against the provisions of Article 2.1 of the 1976

Convention, namely:

- Article 2.1(a) – claims for loss or damage to property
- Article 2.1(e) – claims for the removal, destruction, or rendering harmless of cargo
- Article 2.1(f) – claims for measures taken to avert or minimise loss

The Supreme Court gave a narrow interpretation to Article 2.1. Only those heads of loss which are included in Article 2 are subject to limitation. The Supreme Court considered each of the various heads of loss against the relevant subsection of Article 2.

The majority of owners’ losses, such as costs paid to authorities, removal of firefighting water and waste, were held not to be limitable because they constituted, or were incurred as part of, the repair of the vessel.

The costs specifically relating to discharging and decontaminating cargo fell within Article 2.1(e), i.e. removal, destruction and rendering harmless of the cargo, and were therefore limitable.

In summary:

1. Payments to authorities for onward passage were

not limitable, as these were for vessel repair, and not consequential cargo losses or mitigation.

2. Firefighting water removal costs were not limitable, as these were considered repair costs, and not measures to mitigate or avert loss.
3. Costs for removal/destruction of waste were not limitable, as these were part of the repair process, and do not fall within any limitable category.
4. Cargo handling and decontamination costs were limitable, as costs for discharging, removing, or decontaminating cargo fall within Article 2.1(e) (relating to removal, destruction, or rendering harmless the cargo of the ship).

Charterers were entitled to limit under Article 2.1(e) of the 1976 Convention in respect of the claim for the costs of discharging sound and damaged cargo, and for decontaminating the cargo, but not for other costs.

COMMENT

This Supreme Court judgment provides a definitive interpretation that charterers may limit their liability to owners under the 1976 Convention, even for losses originally suffered by the owner.

The decision rejects a restrictive “insider/outsider” interpretation and gives clarity for market participants. It also means that the value of claims included in the limitation fund will not be unnecessarily inflated, thereby protecting the interests of other claimants, such as cargo interests. [The full judgment can be found here.](#)

COMPARISON WITH NORWEGIAN LAW

Under Norwegian law the position is somewhat different.

The general view is that pursuant to the 1976 Convention, as incorporated by the Norwegian Maritime Code, a charterer can limit its liability for claims from an owner including in respect of losses originally suffered by the owner itself.

On this point, with the clarifications by the Supreme Court in the MSC FLAMINIA, the position appears to be similar under Norwegian and English law.

However, when it comes to the charterer’s right to limit claims from the owner relating to damage to or loss of the ship, the established view under Norwegian law is that the charterer is entitled to limit liability also for such claims, contrary to the position under the CMA DJAKARTA, as confirmed by the MSC FLAMINIA. Although this view has been criticised, it has clear support in the preparatory works to the Norwegian Maritime Code, which specifically mentions the charterer’s need to limit liability for claims for damage to the chartered ship due to hazardous cargo.

Another difference between English law and Norwegian law is that under Norwegian law the term “charterer” is interpreted so broadly, according to the preparatory works, that it even includes the shipper of the cargo. There is however some disagreement in the legal literature as to whether this interpretation is in accordance with the 1976 Convention.

The differences between English and Norwegian law highlights the importance of considering the applicable law in the available jurisdictions early on in the handling of a casualty case involving large claims.

“Charterers were entitled to limit in respect of the claim for the costs of discharging sound and damaged cargo, and for decontaminating the cargo, but not for other costs.”

Contacts



Chris Grieveson
Partner
cjg@wrco.co.uk



Emma Doyle
Associate
emd@wrco.co.uk



Herman Steen
Partner
hst@wr.no



Giske Andersen
Associate
gan@wr.no

IMO's "Net-Zero Framework" postponed following failed vote

Shipping industry faces regulatory uncertainty as member states adjourn adoption for one year.



At its 83rd session held in April 2025, the IMO's Marine Environment Protection Committee (MEPC) approved its new "Net-Zero Framework", which includes wide-reaching measures to accelerate the decarbonisation of international shipping. However, in a surprising turn of events at the extraordinary session held in October 2025, member states voted through a proposal to postpone adoption for 12 months rather than voting to adopt the Net-Zero Framework. The postponement creates uncertainty for the shipping industry and complicates the timeline for meeting the IMO's goal for the shipping industry to achieve net-zero emissions by 2050.

KEY ELEMENTS OF THE PROPOSED FRAMEWORK: REDUCTION TRAJECTORY AND GFI LEVY

The proposed measures would have included technical requirements on greenhouse gas (GHG) fuel intensity – abbreviated "GFI" – and a market-based pricing and reward mechanism. The concept of the proposed new framework is similar to the concept used in FuelEU Maritime, including both technical and economic elements.

The most significant element of the proposed framework was the proposal for mid-term measures that would have progressively reduced GHG emissions from ships with a set of tiered trajectories. The proposal specified that ships would have been required to reduce their fuel intensity

by a base target of 4% by 2028 compared to 2008 levels, and that a reduction of 17% is necessary to achieve the direct compliance target the same year. This target was to increase over time, reaching a 30% reduction (base target) and a 43% reduction (direct compliance target) by 2035.

The proposed pricing mechanism would have comprised two tiers:

- To comply with the upper tier (base target), remedial units would have been purchased at USD 380 per ton of CO₂-equivalents for attained GFI values above the base target.
- To comply with the lower tier (direct compliance target), remedial units would have been purchased at USD 100 per ton of CO₂-equivalents for attained GFI values between the base target and the direct compliance target.
- Ships using zero or near-zero GHG technologies would have been eligible for financial rewards.

The remedial units would have been paid to the new IMO Net-Zero Fund, which was set to be established to collect and disburse these pricing contributions and revenues.

The revenues would have been used to reward low-emission ships, support innovation and infrastructure in developing countries, fund training and technology transfer for the IMO GHG Strategy, and help mitigate impacts on vulnerable states.

The initial prices for both upper and lower tier remedial units was intended to be reviewed by 1 January 2028, setting the prices for reporting periods from 2031 onwards. This review follows a similar logic to the FuelEU Maritime regulation, as IMO aims to make it more attractive for shipowners to use compliant fuel rather than rely on purchasing remedial units.

OVERCOMPLIANCE AND FLEXIBILITY MECHANISMS

Ships that would have been able to attain a GFI value below the direct compliance target – thus being "overcompliant" – would have earned surplus units, which could have been used in one of three ways:

- i. Be transferred to another ship to balance that ship's upper tier compliance deficit



The postponement creates uncertainty for the shipping industry and complicates the timeline for meeting the IMO's goal for the shipping industry to achieve net-zero emissions by 2050.

- ii. Be banked for use in the following reporting periods
- iii. Be voluntarily cancelled as a mitigation contribution

Unlike the flexibility mechanisms under the FuelEU Maritime regulation, where a surplus unit does not expire, a surplus unit under the proposed IMO regulations would have had a validity of two calendar years before being cancelled as a mitigation contribution as set out in alternative three above.

VOTE TO POSTPONE DISCUSSIONS FOR ONE YEAR

The framework required a two-thirds majority at the extraordinary session to be formally adopted. After Saudi Arabia called for a vote, member states voted 57–49 in favour of postponing discussions for 12 months. Major supporters of the delay included oil-exporting countries such as Russia, China, and the United States, and major flag states including Panama and Liberia. 21 countries, including Greece and Cyprus, abstained from the vote, while eight countries did not attend the session.

The failure to achieve the required majority appears to have stemmed from several concerns raised by member states. Concerns were raised about the economic impact of the pricing mechanism on developing nations and the adequacy of support measures for vulnerable states. Oil-producing nations expressed reservations about the framework's implications for fossil fuel use in shipping. Additionally, questions arose regarding the interaction between the proposed IMO framework and existing or planned regional carbon pricing schemes like the EU ETS. In advance of the session, President Trump and his administration explicitly rejected the IMO measures and vowed to punish any nation that endorsed it – a stance underpinned by threats of trade reprisals and targeted sanctions aimed at deterring support. Senior U.S. officials even went as far as suggesting that American ports might be closed to ships from pro-framework countries.

IMPACT ON THE SHIPPING INDUSTRY

The one-year adjournment pushes any potential adoption to late 2026 at the

earliest, with entry into force now unlikely before 2028 and implementation delayed until 2029 or later. This timeline makes it increasingly challenging to meet the IMO's 2030 and 2035 emissions reduction targets established in the 2023 GHG Strategy.

With the global framework postponed, the consequence is a continued fragmented regulatory landscape where different regions continue to either develop their own carbon pricing systems or choose not to develop any regulatory framework at all. Instead of achieving actual emission reductions, this continued fragmentation may lead to carbon leakage where trade patterns are restructured. High-emission ships may potentially shift their operations away from Europe and other regulated areas to regions with less stringent rules, while energy-efficient and newer vessels concentrate their activities in areas with strict regulatory frameworks. Some operators may avoid paying any carbon costs by staying away from regions with stricter rules, while others face significant compliance burdens.

From a commercial perspective, the uncertainty may affect investment decisions in alternative fuels and low-emission technologies. While some operators may proceed with planned investments based on long-term decarbonisation goals and regional requirements, others may adopt a more cautious approach pending clarity on the final form of the IMO framework.

NEXT STEPS

It remains uncertain whether the framework will be adopted in its current form or whether amendments will be necessary to secure the required two-thirds majority. Potential areas for revision may include the pricing levels, support mechanisms for developing countries, the scope of covered vessels, or the interaction with regional schemes.

The IMO Secretariat has indicated that work will continue on the technical elements of the framework and on efforts to build consensus amongst member states. However, the strong opposition demonstrated at the October 2025 vote suggests that significant efforts will be required to bridge the gap between supporting and opposing delegations.



Contacts



Andreas Fjærvoll-Larsen
Partner
afl@wr.no



Mads Ødeskaug
Partner
mod@wr.no



Kristine Engevik
Associate
keg@wr.no



Thomas Berger
Associate
thb@wr.no

Offshore wind collisions

– costly claims and legal complexity

The construction of offshore wind farms near busy shipping routes has already resulted in a number of collisions between vessels and offshore wind infrastructure. As the number of wind farms increases, so does the collision risk. Claims are often substantial, as each turbine can cost tens of millions of dollars and an offshore substation can cost several hundred million dollars, and in addition there may be significant production losses.





Offshore wind collisions often raise many of the same legal issues as traditional ship collisions. However, the offshore wind element adds legal complexity. A key question is whether floating wind turbines are “vessels” or “ships” for example for the purpose of the rules on liability and global limitation of liability. This is unresolved under international conventions and the answer varies depending on the applicable national law, which means that the choice of law and jurisdiction may be of paramount importance.

CARGO VESSEL COLLIDES WITH WIND FARM

The classic scenario, of which there are already many examples, is where a cargo vessel collides with an offshore wind farm, for example as a result of navigational error or drifting due to main engine breakdown.

Whether the 1910 Collision Convention governs liability, will depend on whether turbines are considered as vessels for the purpose of the Convention, since it only applies to collisions between vessels. The term is not defined under the Convention and the position under national law varies. If the Convention applies, liability for the collision requires fault. If not, strict liability may be imposed under national law, for example where the collision is caused by technical failure.

A shipowner can usually limit liability pursuant to the rules on global limitation of liability, where all liability arising from an incident is limited to a certain

amount, typically calculated based on the vessel’s gross tonnage, for example under the 1976 Convention on Limitation of Liability for Maritime Claims, as amended by the 1996 Protocol (LLMC 1996). If several turbines are damaged, there may be a question whether there are several incidents for limitation purposes and therefore several limitation amounts.

In case a wind turbine needs to be replaced, there may be a question whether the shipowner is entitled to limit liability for the removal costs pursuant to the limitation of liability limit for property claims or whether the claim is subject to unlimited liability or some other limit.

SERVICE VESSEL COLLIDES DURING OPERATIONS

Another scenario is where the colliding vessel already operates on the offshore wind farm, for example an installation, accommodation support or personnel transfer vessel.

In this scenario a contract will often be in place between the shipowner and the turbine owner on knock-for-knock terms, typically on standard forms such as SUPPLYTIME, ASVTIME and WINDTIME. The knock-for-knock liability regime entails that each party assumes responsibility for loss and damage to its own personnel and equipment regardless of fault. In offshore wind contracts there may, however, often be carve-outs for certain types of faults or for certain parties, which means that the exact wording must be reviewed carefully.

Furthermore, any liability may be subject to contractual limitation of liability as well as global limitation of liability.

TURBINE MOORING FAILURE CAUSES COLLISION WITH RIG

For wind turbines located close to oil and gas drilling rigs, for example on fields where the rigs are electrified, a conceivable scenario is that the turbine moorings break during adverse weather and that the turbine drifts and collides with a nearby rig.

If there is a contractual relationship between the turbine owner and the rig owner, liability will typically be regulated by a knock-for-knock regime.

Where there is no contractual regime applicable between the parties, the question is whether liability is governed by the Collision Convention, which depends on whether the wind turbine is considered to be a vessel for the purpose of the Convention.



The offshore wind element introduces additional layers of complexity.

Whether the turbine owner has the right to limit any liability pursuant to the global limitation of liability rules, depends on whether the turbine owner is considered as the owner, charterer, manager or operator of a ship for the purpose of the global limitation of liability rules.

WIND TURBINE UNDER TOWAGE

Another practical collision scenario is where a wind turbine under towage – for example in connection with installation, maintenance or decommissioning – collides with a vessel.

If the shipowner claims against the turbine owner, there is a question whether the Collision Convention applies and whether the turbine owner is vicariously liable for any faults on the part of the tug, which depends on whether the turbine is a vessel for the purpose of the collision rules. Whether the turbine owner is entitled to limit any liability depends on whether the turbine is a ship for the purpose of the global limitation of liability rules.

If the shipowner claims against the tug, the lack of physical contact between the tug and the vessel also raises the question whether the Collision Convention applies. When it comes to the tug owner's right to limit liability there is a question whether the limitation amount shall be based on the tonnage of the tug or the combined tonnage of the tug and tow – the so-called flotilla problem.

Assuming that the towage contract is based on the TOWHIRE or TOWCON forms, the knock-for-knock regime means that the tug owner may seek recourse from the hirer (turbine owner) since the hirer (turbine owner) is responsible for third-party claims for contact or obstruction by the tow.

If the scenario is that it is not the turbine – but the tug – which collides with the vessel, the knock-for-knock regime provides that the tug owner shall indemnify the turbine owner for third-party claims for contact or obstruction by the tug.

CONCLUSION

Collisions involving offshore wind farms raise complex and unsettled legal issues. Taking early legal advice and adopting the right strategy for the handling of the claim can make a big difference for the ultimate financial outcome.

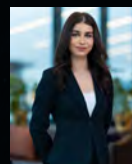


A key question is whether floating wind turbines are "vessels" or "ships".

Contacts



Herman Steen
Partner
hst@wr.no



Giske Andersen
Associate
gan@wr.no

Enforcement against foreign state owned assets in Norway

Immunity may shield a foreign state's assets from enforcement in Norway, but not unconditionally. If the foreign state is engaged in commercial activities in Norway, it will be treated as its commercial peers, and immunity will not shield the assets involved in the commercial activity from attachment.

Instituting enforcement proceedings is the last resort to obtain payment from a debtor unwilling or unable to honour its obligations. If the obligation is affirmed in a so-called basis for enforcement (typically a judgment or an arbitral award), enforcement starts with a request to the Enforcement Authority who, if the conditions are met, will attach assets belonging to the debtor as security for the claim. All assets of economic value belonging to the debtor may be attached, unless exempted by law. Ultimately, if payment is not received, the attached assets may be realised through forced sale. Determining whether an asset is eligible for attachment seldom raises complex legal issues. This, however, does not hold true when the debtor is a foreign state.

IDENTIFYING FOREIGN STATE OWNED ASSETS ELIGIBLE FOR ATTACHMENT

The Norwegian Enforcement Act applies with the limitations recognised under public international law. The principle of state sovereignty is particularly relevant when the debtor is a foreign state, raising two main questions when considering whether an asset may be attached:

1. does the asset belong to the state or a third party; and
2. is the asset shielded from attachment by state immunity?

The Norwegian Enforcement Authority's power ceases where Norwegian jurisdiction ends, and assets abroad cannot be attached. Identifying assets held by the foreign state in Norway is therefore essential. Schematically and roughly simplified, foreign state assets in Norway may be divided into state-owned properties and state-owned companies.

Foreign state-owned companies and their assets

If the foreign state's ownership is direct and the company is registered in Norway, its corporate form will determine whether attachment is limited to the company itself (e.g. joint stock companies) or extends to assets held by the company. The issue becomes more challenging for foreign state-owned companies operating in Norway through subsidiaries registered as a Norwegian branch of a foreign company, a so-called NUF. Whether assets held by the NUF in Norway may be attached will depend on the legal status of the parent company in its home jurisdiction. If organised as a legal entity separate from the state (e.g. a joint stock company), the company's assets in Norway would constitute third-party assets, and hence not belong to the state. If, however, the company operates as a branch of the state, the state's direct ownership would extend to the assets held by the

NUF in Norway. Consequently, the NUF's assets would be eligible for attachment.

However, this only applies insofar as state immunity does not apply.

Assets exempted due to state immunity

Historically, there was a general assumption that foreign states and their assets enjoyed absolute immunity from enforcement by other states. However, this is not the case today, and state immunity – in simple terms – only protects assets from attachment to the extent required by their purpose and use.

If the purpose is of a diplomatic nature, immunity will normally apply, as seen in the Vienna Convention on Diplomatic Relations which grants immunity over assets and premises used for the diplomatic mission. According to a recent ruling from a Norwegian Court of Appeal, the decisive criterion is the activity itself, and not the diplomatic status of the individuals performing the activity. Furthermore, a property used to promote bilateral trade and culture exchange may also be subject to immunity. The same applies to cultural heritage objects, as illustrated by a recent District Court judgment denying attachment of properties thought to belong to the foreign state's cultural heritage.

Apart from diplomatic activities, immunity will also apply to assets used exclusively for governmental purposes of a public law nature, as recognised in the (not yet in force) United Nations Convention on Jurisdictional Immunity of States and Their Property, and – with regards to state owned ships and aircraft – in the Norwegian Enforcement Act. Governmental purposes may be contrasted with commercial activities and the rule paraphrased as follows: if a foreign state engages in commercial activities in Norway, it will be treated as its commercial peers, and immunity will not shield the assets involved from attachment.

For certain assets, their use for exclusively governmental purposes of a public law nature is clear, such as a friendly warship visiting Norway. The distinction is, however, not always so straightforward.

ASSESSING THE PURPOSE OF THE ACTIVITY

Whether or not immunity applies must be determined on a case-by-case basis, considering the facts, save for when the foreign state has waived the right to invoke immunity.

A not uncommon example are state-owned apartment buildings the state rents to individuals working in or in connection with its embassy. On its face, this activity and its purpose do not differ from what a private party may do, as company housing is not uncommon. However, if the apartments are exclusively rented out to individuals performing diplomatic activities or facilitate such activities, they would most likely be considered subject to immunity, as the Swedish Supreme Court reasoned in the famous *Sedelmayer* decision.

Another example is assets that used to serve a governmental purpose of a public law nature, but where this activity has ceased, or where the use and purpose are yet to be manifested. The starting point is then that immunity applies, unless



State immunity – in simple terms – only protect assets from attachment insofar as required in accordance with its purpose and use.

it is established that the intended use and purpose is not exclusively for and in the nature of governmental purposes. As seen in a Court of Appeal ruling, this applies even if the asset stems from a commercial activity, e.g. a not yet due claim for payment.

ENFORCEMENT IS POSSIBLE

Although challenging, the attachment, and ultimately the forced sale, of foreign state-owned assets in Norway is possible. Identifying assets belonging to the foreign state in Norway will seldom pose issues. If a commercial use and purpose of the asset is then established, state immunity may not shield the asset.

Contacts



Aadne M. Haga
Partner
aha@wr.no



Marie Nesvik
Partner
mnv@wr.no



Espen A. Endre
Senior Associate
eae@wr.no

The life of the conversion contract – mitigation of risks and liability

Conversion contracts for ships and offshore installations involve modifying existing units to serve a new or modified purpose, often requiring extensive engineering, upgrades, and integration of new systems. Unlike newbuilding contracts, where components are developed to work together, conversion projects must adapt existing assets, which can introduce technical uncertainties.

These complexities and the lack of industry standard contracts often leads to high risk in these projects. Due consideration needs to be given when drafting and negotiating conversion contracts to avoid failed projects and disputes.

THE ROLE OF THE CONVERSION CONTRACTS IN NORWEGIAN LAW

In Norwegian law, the concept of a “conversion contract” lacks a fixed definition, and it has not been extensively discussed in legal literature. These contracts typically concern the reconstruction or alteration of ships, rigs, and offshore installations, distinguishing them from newbuild agreements. The scope of such contracts can vary significantly, ranging from *de facto* repair contracts and simple purchase contracts with minor modifications, to complex Engineering, Procurement, Construction, and Installation (EPCI) contracts that closely resemble newbuild projects.

Norwegian contract law does not provide a dedicated standard contract specifically for the conversion of ships, rigs or other offshore installations. The General Conditions of Contract for Repair Work on Ships and Offshore Vessels at Norwegian Workshops (2 December 1985, revised 1997) offers limited guidance on conversion work, mainly concerning repairs rather than modifications.

The closest alternative to a standardized conversion contract is the Norwegian Total Contract Module & Modification 2015 (NTK 15 MOD), based on the EPC contract NTK 15, primarily designed for the design, fabrication, and installation of new topside modules

on existing production facilities. However, NTK 15 MOD’s focus on newbuild components means it does not explicitly address the risks related to hidden defects in existing assets, such as structural fatigue in a vessel’s hull.

Given the absence of a dedicated contractual framework, conversion projects often face significant challenges, particularly due to (lack of) information about the current status of the existing assets, unknown risks or defects associated with existing assets and integration of these assets with new parts. In practice, parties typically adapt fabrication contracts to suit conversion work, adjusting risk allocation to address these uncertainties. If responsibility for such risks is not addressed or allocated in the contract, one must rely on relevant background law. Since conversion contracts naturally combine the existing structure with new materials and components, such contracts blend elements of both construction and sales, meaning the relevant background law may vary, even within the same contract.

With these complexities in mind, the following sections will examine four key risks in conversion contracts and strategies for effective mitigation, ensuring a fair allocation of responsibilities.

FOUR RISKS ASSOCIATED WITH CONVERSION CONTRACTS

The responsibility for the condition of the contractual object

One challenge in conversion contracts is determining who bears responsibility for the condition of the

unit being modified. The condition of the unit may not be fully known at the time of contracting, leading to unplanned expenses and delays. For example, when converting a tanker into a Floating Production Storage and Offloading unit (FPSO), the contractor cannot assume the hull is suitable. If it has experienced more fatigue than expected, structural reinforcements may be required, increasing costs and delaying the project.

This challenge is similar to differing site conditions in construction contracts. Under NS 8406:2009 section 18.1, unless otherwise agreed, the owner is responsible for providing necessary and accurate design documents, including the basis for pricing. This includes responsibility for the content of the tender documents and the accuracy of quantity estimates. The owner must ensure a clear and precise tender basis, which must be thoroughly prepared and consistent with industry standards. On the other hand, the contractor assumes the risk for their own cost calculations, ensuring that pricing covers expenses and profit. Courts have emphasized that if descriptions in the contract documents are unclear, the decisive factor is how a “reasonably prudent bidder” would interpret them.

If the contract does not specify otherwise, there is a risk that the allocation of responsibility under NS 8406 may apply as relevant background law. Applied to a conversion contract, this responsibility allocation is comparable to the risk of differing site conditions: the owner may be held responsible for the condition of the unit, while the contractor assumes the risk for unforeseen issues, as ambiguities in contract documents require interpretation by how a “reasonably prudent bidder” would understand them.

Clearly defined responsibility for the unit's condition and the risk of hidden defects or pre-existing damage is therefore key to a conversion contract. To avoid unintended liability in conversion contracts, responsibility for the unit's condition can be allocated in different ways. The company may be required to deliver the unit in a specified condition, ensuring that any defects or deficiencies are addressed before the contractor begins work. Alternatively, if the company wishes to take a reservation regarding the unit's condition, this must be explicitly stated in the contract.

However, responsibility may also shift depending on the contractor's obligations. If the contract requires the contractor to have extensive knowledge of the unit, some responsibility for its condition may shift from the company to the contractor. Such an allocation of responsibility could be relevant in the FPSO example mentioned above, where the contractor may be obligated to acquire thorough knowledge of the vessel's condition. The vessel's age alone could indicate to the contractor that he should expect hidden defects or wear, which could impact the conversion. If defects or system

degradation require additional work to meet new operational standards, the contractor may be responsible for these costs and delays due to their duty to have thorough knowledge of the unit.

Liability for the information about the contractual object

Another challenge is the limited availability of detailed information about the unit subject to conversion. When a ship or rig is converted, especially if it has been in operation for several years, it can be difficult to obtain complete and accurate information such as as-built drawings, calculations, and classification documents. This can be particularly problematic when the conversion is being handled by a different shipyard than the one that originally built the vessel.

The lack of accurate documentation could lead to difficulties in assessing the structural integrity of the hull or the condition of critical systems. If the available information is incomplete or inaccurate, the contractor may face unexpected challenges during the conversion, leading to potential delays and additional costs to meet the new operational standards.

Moreover, if a long time has passed since the last classification inspection, it can be challenging to assess the exact condition of the unit, especially if the vessel or rig is still in active use. This situation is often exacerbated by the fact that ships or rigs are typically in service when conversion contracts are signed, making



Unlike newbuild contracts, where components are developed to work together, conversion projects integrate existing and new components, which can introduce technical uncertainties.

it difficult or impossible to carry out proper inspections prior to the contract.

Given these challenges, it is crucial for the contract to specify who is responsible for ensuring the accuracy of the information provided. The company may be responsible for ensuring that the information provided is as up-to-date and complete as possible. Alternatively, the contractor could be required to conduct its own inspections and tests, and verify the condition of the unit before proceeding.

Interfaces between new and old during the conversion

A third risk factor in conversion contracts is managing the interface between the existing unit and new components. In newbuild contracts, components are typically designed from the outset to work together as part of an integrated system. However, in conversion projects, existing components - such as a ship's main engines and gearboxes - must often be integrated with newly designed modules or systems. This integration does not always proceed as anticipated. Unforeseen complications can arise when the new systems fail to interact as intended with the older components, resulting in issues that were not accounted for during the contracting phase.

For example, upgrading a ship may require replacing outdated systems to meet new specifications. In such cases, enabling the replacement of old modules may involve reinforcing foundations, relocating equipment,

and upgrading electrical systems. These changes introduce complexities, especially when it comes to ensuring that the new systems integrate seamlessly with the older components.

Managing these interfaces requires careful planning and engineering expertise. If the integration between new and old parts is not carefully coordinated, this may result in additional modifications, significant delays, and possibly failures in operations. The responsibility for managing these interfaces and who bears the cost for any unforeseen complications should be clearly outlined in the contract to mitigate the risk of cost overruns and performance issues.

To manage the risks of integrating old and new components, the contract must clearly define each party's responsibilities. The company can mitigate its risk by requiring the contractor to conduct thorough inspections and verify documentation before work begins. Additionally, imposing fit-for-purpose warranties ensures the contractor is responsible for seamless integration. A fixed-price contract shifts the financial burden to the contractor, making them liable for unforeseen interface issues unless specifically excluded. The contractor can protect itself by requiring the company to guarantee the accuracy of provided information.

The risks of incorrect or incomplete information

In ship and rig conversion projects, extensive information and documentation are exchanged between the parties. From the outset, the company provides technical details in the Invitation to Tender (ITT), including as-built drawings and classification documents. This information enables potential contractors to assess project feasibility and price their bids. However, in conversion projects, the accuracy and completeness of these documents are often uncertain, as they may naturally lose relevance over time. This is not necessarily due to lack of diligence by either party, but some information might be outdated, inconsistent, or even incorrect, creating a significant risk for both parties.

Incorrect assumptions based on unreliable documentation can lead to delays and additional costs. For example, in a project converting an aging drilling rig for extended service in harsh environments, the company might supply historical classification records and technical drawings from its original construction. However, if these documents fail to reflect later modifications or accumulated structural fatigue, the contractor may meet unexpected challenges once work begins.

The risk of misinformation affects both the company and the contractor. The company risks liability if provided information turns out to be incorrect, leading to additional compensation claims or project delays. Simultaneously, the contractor faces financial exposure if it relies on incomplete or inaccurate documentation without verifying the actual condition of the unit.



Unforeseen complications can arise when the new systems fail to interact as intended with the older components, resulting in issues that were not accounted for during the contracting phase.

The question, then, is how each party can mitigate its risk through contractual mechanisms. A common approach is for the contract to distinguish between different categories of documents. The company may classify some documents as Company Document I, for which it guarantees accuracy and completeness, while other documents, such as FEED studies and historical reports, are labelled Company Document II and provided strictly “for information only.” By doing so, the company limits its liability for errors in certain documents while still allowing the contractor to use them as background information.

In turn, the contractor can mitigate some of the liability by insisting on the right to conduct its own inspections before work begins. The contract may also specify that the contractor bears the risk for relying on Company Document II but is entitled to additional compensation if discrepancies are found in Company Document I. Furthermore, including a variation order mechanism can address unforeseen issues, allowing for scope adjustments rather than absorbing them as fixed-price risks.

Contacts



Morten Valen Eide
Partner
mei@wr.no



Emma Bolette Opdahl
Associate
eop@wr.no



Orgalim SI 24

– clearer legal boundaries and what remains unaddressed

The European trade association Orgalim, which represents Europe's engineering and technology industries, has been in the forefront of recognising the ongoing need for the development of standard conditions for the supply and installation of products. This is essential for global sale and purchase of mechanical and electrical products generally but also within the shipping and offshore sector. The latest revision of the Orgalim SI standard terms is the Orgalim SI 2024, which was recently published in English.

Since 1994, Orgalim's supply and installation terms have provided a balanced framework that attempts to fairly allocate responsibility and risk, and ensures quality and financial predictability. With Orgalim SI 24, the standard conditions have been updated both linguistically and with the addition of new provisions, with the purpose of providing a clearer framework, adapting to contemporary society. The main change is an amendment of the division of risk for loss or damage to the work.

ORGALIM SI 24 – SUPPLY AND INSTALLATION CONDITIONS

Orgalime (as it was previously called) Supply and Installation Conditions were first published in 1994, known as the SE (Supply & Erection) 94 Conditions. These conditions are largely based on what is now Orgalim's Supply Conditions, which were last revised in 2022 and known as the S 2022 Conditions.

The terms of the SI 24 are developed for product deliveries where the contractor's scope includes on-site installation, typically at the purchaser's premises, and

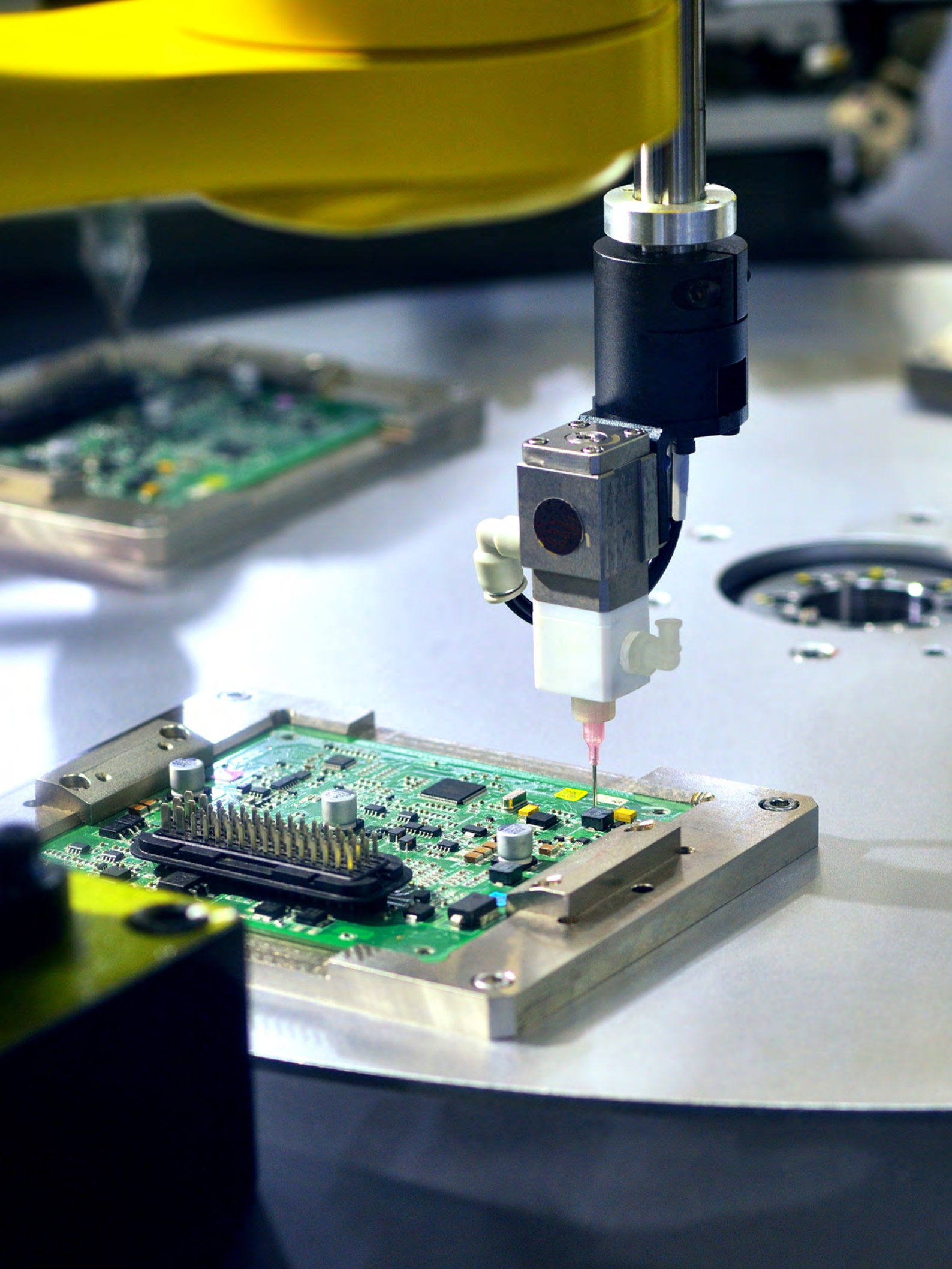
represent a revised version of the previous Orgalime SI 14.

Developed by Orgalim's Legal Affairs Working Group, the SI 24 terms incorporate legal advancements and practical experiences from the field. However, key elements are still not regulated and must be assessed on a case to case basis. In the following, we will provide a brief overview of the most significant changes introduced in SI 24 and, finally, discuss key elements that should always be considered as additional terms.

KEY CHANGES

The key changes can be summarised as follows:

- **Modernised contract terms:** The contractual terms and definitions are updated to reflect technological advancements and changes in the engineering industry.
- **Definition of gross negligence:** Clause 2 now specifies "gross negligence". The definition now aligns with international standards as deliberate or reckless conduct. Additionally, Clause 80 now clearly states that gross negligence triggers liability for consequential losses.



- **Loss or damage to works transferred to purchaser:** Under SI 14, the risk of loss or damage to the product was transferred when delivery of the product took place, whilst the risk of loss or damage to the executed work was transferred to the purchaser only upon completion. The work would normally be the installation works at the premises of the purchaser, and risks related to installation is not fully controlled by the contractor. SI 24 Clause 29 has been amended to reflect that this risk for loss or damage to the executed work rests with the purchaser from the start of the contract execution.
- **Clear IP infringement remedies:** The SI 24 conditions now explicitly cover contractor liability for intellectual property infringements in Clauses 70–74. These specific clauses bring clarity and reassurance to both parties in managing IP risks.
- **Deadlines introduced for accepting variations:** Clause 28 now requires contractors to provide a quotation for each requested change, with a specific acceptance deadline for the purchaser. If the purchaser does not accept by the deadline, the contract continues as initially agreed.
- **Repair by contractor upon request:** It is an unchanged principle that the contractor is liable for loss or damage to the purchaser property if caused by the contractor or contractor's subcontractor's negligence. It is however a new regulation in the SI 24

that the contractor is obliged to repair any damage to works upon the purchaser's request, even if the contractor is not at fault.

- **Confidentiality protections:** Confidentiality protection is now extended to include all forms of information, whether technical, commercial, or financial, and regardless of whether it is transmitted in writing or orally. In previous versions, only drawings, technical documents or other technical information received by one party had confidential protection. This comprehensive approach strengthens confidentiality, and reduces the risk of unintentional information disclosure.
- **Permits and authorisations for installation work:** SI 24 introduces a requirement for purchasers to secure all necessary permits and authorisations for installation work that only purchaser can obtain. This change, detailed in Clause 14, highlights the purchaser's responsibility for ensuring compliance before installation begins. Additionally, contractors are now required to maintain a site register that documents significant events related to fulfilling contractual obligations, as described in Clause 19. This measure supports collaboration by creating a formal record of events that may impact contract performance, thereby enhancing transparency and accountability.
- **Acceptance procedure:** The defined acceptance procedures in SI 24 (Clause 36), should also be noted: When the contractor sends a completion notice, the purchaser now has seven days to document any deviations from contractual requirements; otherwise, the work is deemed accepted. Thus, the work is accepted if the purchaser takes no action. This is a change from the previous version which required that the work already meets the contractual requirements for taking-over upon receipt of the notice, without providing a specific timeframe for the purchaser to document any deficiencies.

 **The changes in SI 24 significantly reduce interpretative uncertainty by providing further clarification on various elements and create a better balance between the contracting parties. However, it still remain imperative to consider the specifics of the projects and whether there are installation risks that require more comprehensive liability regulations which is customary in offshore related projects.**

SPECIFIC CONSIDERATIONS ON A CASE BY CASE BASIS: WHAT IS MISSING?

In our experience there are certain key risk elements that the parties need to consider on a case-by-case basis to determine whether they are relevant and required for the specific contract at hand. Such adjustments are often more relevant where the supply is an inte-

grated part of a turn-key delivery by the purchaser to an end customer. The specific issues we typically encounter that may require additional clauses can be summarised as follows:

- **Warranty period:** The purchaser may have agreed to a warranty period that begins when the product is delivered to the end customer, rather than when it is delivered to the purchaser. An extended warranty period is normally negotiated and agreed for an additional cost, typically using a dual mechanism: the requested period begins at delivery to the end customer, but is subject to a maximum period starting from delivery to the purchaser – whichever occurs first.
- **Knock-for-knock liability regime:** The Orgalim contracts operate with a liability regime where the tortfeasor is liable for loss or damage caused at the installation site. In the worst-case scenario, this may expose a contractor to liability over and above its available insurances. Also, it may be that the installation takes place on a structure and property owned by a customer

that applies a knock-for-knock liability regime. The liability regime should therefore be carefully assessed for each project, especially for rig and newbuild projects.

- **Obligation to implement changes:** Generally, except for changes required to comply with laws and regulations, there is no obligation on the contractor to implement changes unless the parties are in agreement. In offshore projects, there is often a commitment to perform the work regardless of any disagreement on cost and time, in order to ensure that a contractor cannot stop critical work streams in an extensive and complex project. We therefore often see additional clauses related to variations.
- **Risk of new customs, tariffs and sanctions:** Clause 24 of SI 24 stipulates that any sanctions, tariffs, or other governmental measures introduced after the contract date shall be borne by the purchaser. Nevertheless, the Contractor remains responsible for carrying out any variation work required to ensure compliance with such changes. This principle remains unchanged from SI 14.

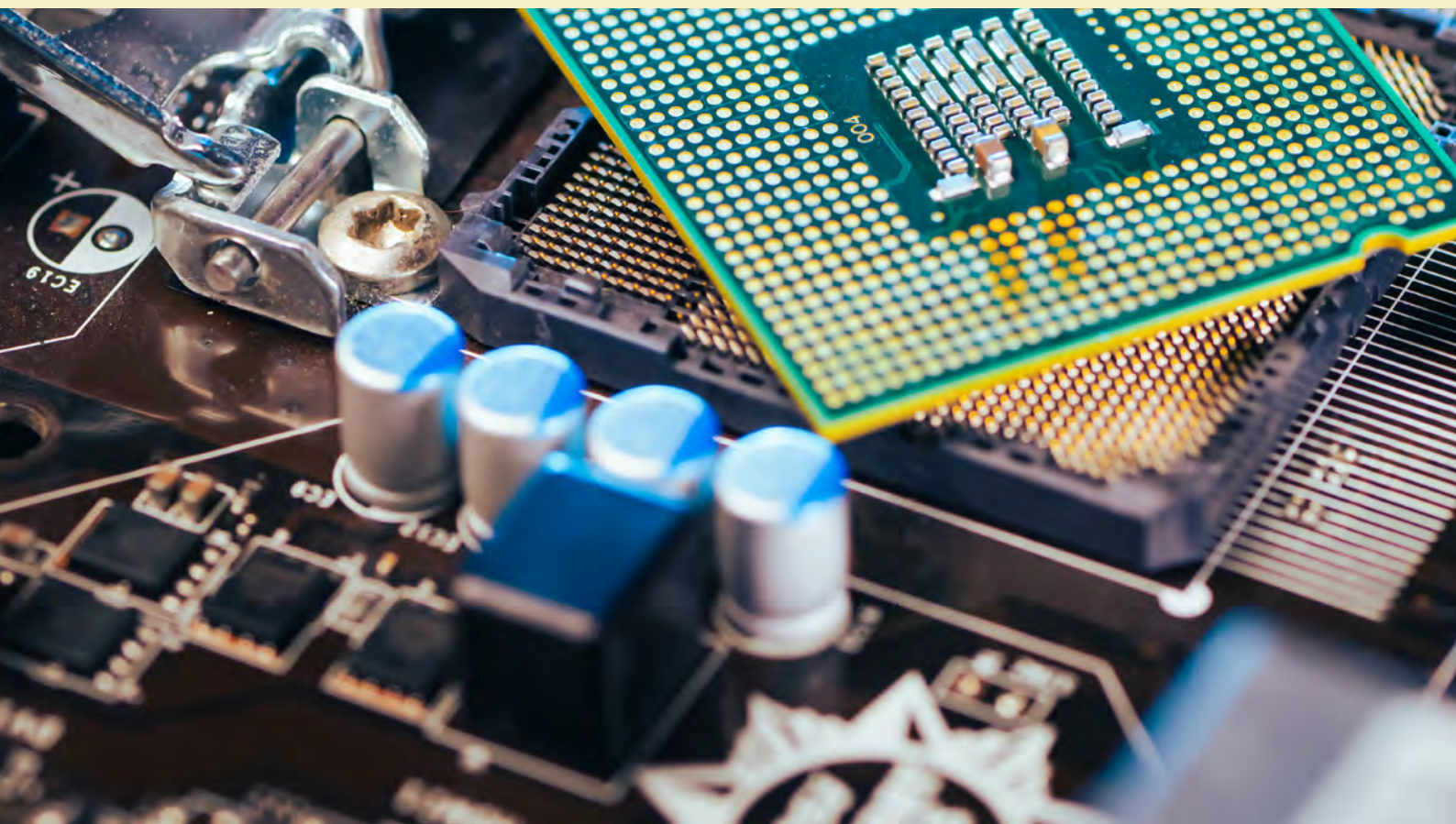
Contacts



Christian James-Olsen
Partner
col@wr.no



Martine Klein
Associate
markle@wr.no



Petrobras Model Contract versus Norwegian Standard Contracts

– a legal comparison of liability regimes

In the oil and gas industry, contracts are fundamental to business relationships, defining the terms under which operations are conducted. The standard contracts used vary depending on the country where the project is taking place. Hence, the type of contract used may be decisive for the risk exposure assumed by the parties.

In Norway and Brazil, both of which have significant stakes in the global oil and gas market, the use of standard contracts is a common practice. Both Norway and Brazil use standard contracts as the foundation of their oil and gas industry operations, but their approaches differ significantly. In Norway, several oil companies act as operators. They have their own standard contracts, but they are to a large extent based on principles found in the standard contracts for offshore construction, NF2015 and NTK2015 (the “Norwegian Contracts”). These contracts serve as templates that are adaptable through negotiations to suit project-specific needs. In Brazil on the other hand, the state-owned company Petrobras has established itself as the main operator within offshore projects. The Petrobras Model Contract is therefore the main standard contract used in offshore projects in Brazil and is generally attached to the tender protocols. In contrast to the Norwegian approach, the contractual terms of the Petrobras Contract are non-negotiable (except for the commercial terms).

In this comparative analysis, we will explore the key aspects of the Norwegian and Petrobras contracts in terms of potential liability and risk exposure, including caps, carve-outs, exceptions, and their implications.

LIABILITY FOR DELAY

In terms of liability for non-performance, the Contractor’s liability for delays in the Norwegian Contracts is based on a pre-defined liquidated damages regime limited to an agreed percentage and maximum amount, where the Company may terminate the contract if the maximum amounts are reached. This differs from the liability regime in the Petrobras Model Contract, which is based on a system of contractual penalties subject to a cap (typically 10% of the contract value).

LIABILITY FOR DEFECTS RECTIFICATION

Under both the Norwegian and Petrobras contracts, the Contractor is obliged to rectify any defects at its own costs and risk. Under the Norwegian Contracts, the Contractor is liable for any costs directly related to the defect, with exception of offshore costs such as, amongst others, dismantling of objects other than the Contract Object, board and lodging and heavy lift operations. However, the Petrobras Model Contract subjects Contractor breaches to additional penalty mechanisms. The Contract establishes a “compensatory penalty-regime” alongside separate indemnification obligations, both subject to caps.

Where a single event triggers both delay and compensatory pen-

alties, delay fines are deducted from the compensatory penalties. Additionally, if a contractual breach causes actual damages exceeding the compensatory penalty amount, separate indemnification obligations apply. Liability exposure is thus broader under the Petrobras Model Contract compared to the Norwegian Contracts.

KNOCK-FOR-KNOCK LIABILITY REGIME

In the realm of offshore agreements, limitation of liability plays a pivotal role in defining the risk allocation between parties. Historically, the Brazilian civil liability system was fault-based. The previous Petrobras Model Contracts reflected that and differed substantially from the international offshore contract standards with “knock-for-knock” system of risk allocation. Limitation of liability under Brazilian law was not clearly established until the Economic Freedom Law was passed in 2019, admitting risk allocation in business contracts, except for cases of wilful misconduct. Petrobras then published new model contracts adopting a risk allocation based on the standard knock-for-knock principle.

In terms of liability for personnel and property, both Contracts are based on the knock-for-knock principle, under which both par-

ties assume liability for any loss or damage to their own property and the property of their respective groups. However, in the Norwegian Contracts the Contractor is liable for damage to any Company Provided Items under Contractor Group's safekeeping and control. This differs from the Petrobras Contract, where neither party has any liability for the other party's assets under its custody, operation, use or control. The Petrobras contract has, on the other hand, extended liability for damage to well, reservoir, use of radioactive material and blow-out events, whereas the Norwegian Contracts have no similar exceptions.

INDIRECT AND CONSEQUENTIAL LOSSES

Another relevant difference lies in the provision regarding liability for indirect and consequential losses. In the Norwegian Contracts, the parties are responsible for their own indirect losses, and shall indemnify the other party's respective group from their own and their respective groups' indirect losses. This applies regardless of any fault by either party or any members of the respective groups, and covers any loss of profits, loss of production and loss due to pollution. In contrast, the Petrobras Model Contracts limit indemnification to direct damages only. Indirect and consequential losses are excluded from the liability allocation, in line with Brazilian law. Although loss of profit is considered as direct damages under Brazilian law, indemnification for loss of profit is expressly excluded under the allocation clause.

POLLUTION LIABILITY

With regards to pollution from underground of oil or other substances, the Norwegian Petroleum Act has mandatory rules regarding pollution from projects within the Norwegian continental shelf. The general and main rule is that

pollution liability is directed to the operator with right to recourse against the subcontractor limited to situations where the subcontractor or anyone in its services has acted with gross negligence or wilful misconduct.

In Brazil environmental liability is joint and several, and claims by third parties may be raised against any party involved in the projects regardless of who actually caused the pollution. Pollution from the well, blow-outs, etc are therefore Petrobras' sole responsibility. The Petrobras Model Contract establishes Contractor's obligation to indemnify Petrobras for pollution from its units/installations, including damages to third parties (uncapped).

LIABILITY CAP

The Contractor's liability is under both contracts subject to a general cap. Although liability under the Petrobras Contracts is typically capped at 10% of the total contract price, it contains several carve-outs and exclusions for inter alia violation of IP rights, breach of confidentiality and breach of data privacy obligations. The Norwegian Contracts on the other hand operate with a total cap structure equal to a pre-defined percentage of the contract price with no exceptions and carve-outs. Hence, liability under the Petrobras Model Contract may be significantly higher for certain breaches of contract compared to the Norwegian Contracts.

Despite both the Norwegian and Brazilian standard contracts having detailed allocations of liability and risk exposure, it is decisive to point out that under both regimes any limitation of liability may be set aside in the event of gross negligence by the responsible party's senior personnel, or in the event of wilful misconduct. One important aspect is that under Petrobras Model Contract, the carve-out from the cap requires *dolus eventualis* by Senior Management (under Brazilian law,

this concept is comparable to gross negligence) or *dolus* (comparable to wilful misconduct) of any person in the group of the party demanding indemnification.

CONCLUDING REMARKS

As this short comparison shows, the Petrobras Model Contracts have evolved closer towards the international standards. There are nevertheless important differences which may be decisive to the parties liability assumed in projects governed by the Petrobras Model Contract compared to the Norwegian Contracts. However, these contracts are now to a larger degree than previously comparable, and it is therefore easier for foreign companies seeking to do business in Brazil to correctly assess and price the contractual risks and exposure involved in these projects.

Contacts



Christian James-Olsen
Partner
col@wr.no



Jonas Nikolaisen
Managing Associate
jni@wr.no



Daniela Ribeiro Davila
Vieira Rezende

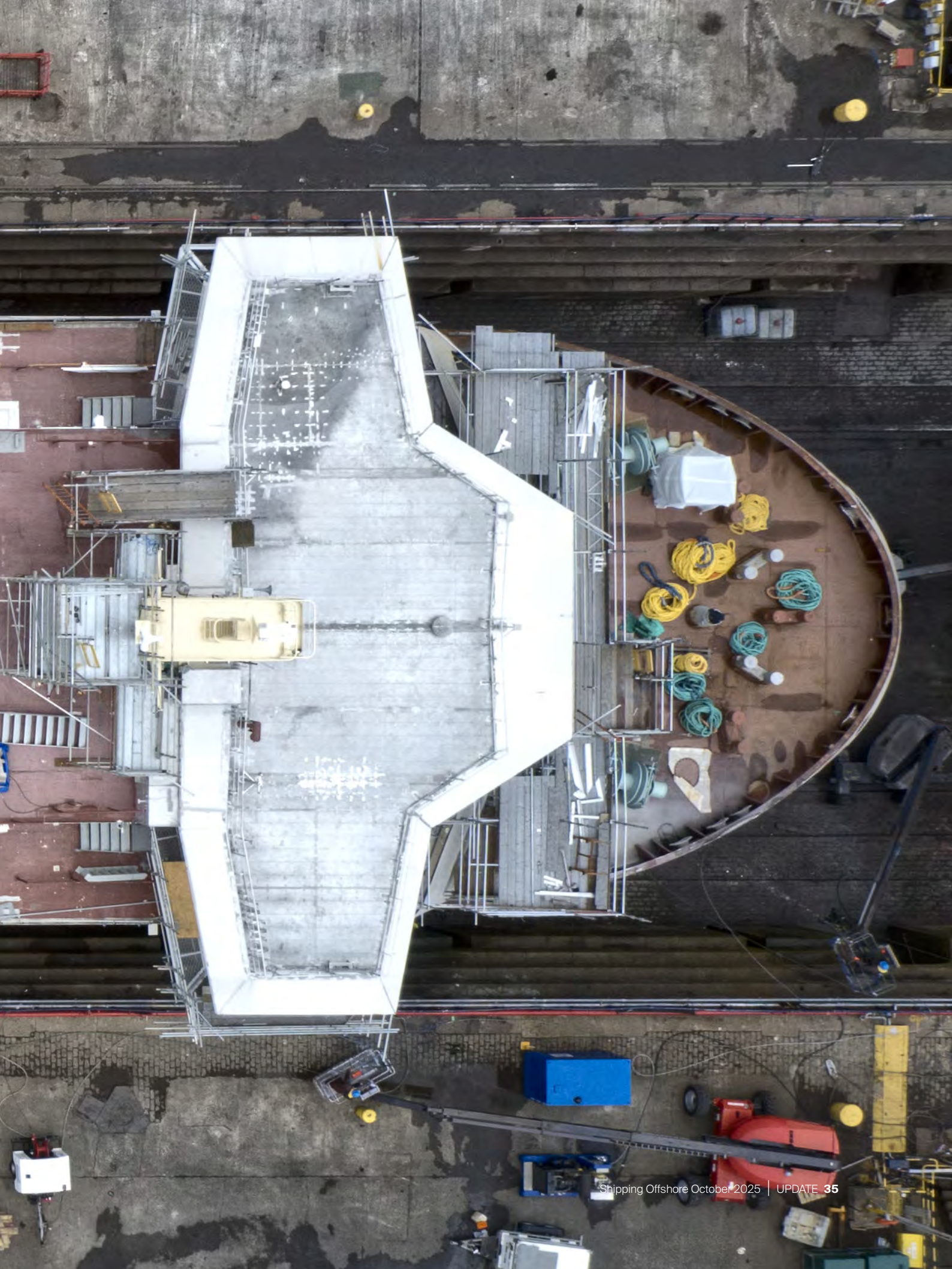


Shipbuilding

Managing compliance risks in shipbuilding projects

Navigating today's complex risk picture in shipbuilding projects necessitates both contract and risk management, and an understanding of compliance risks affecting the project throughout its lifespan. In this article we will highlight the key elements for owners and other stakeholders to keep in mind.





Shipbuilding projects are by nature particularly vulnerable to changes in the geopolitical landscape and emerging regulatory measures.

While compliance traditionally has encompassed risks such as anti-corruption, bribery, human rights, and working conditions, the landscape has become much more complex with the adoption of ever-increasing sanction laws. Non-compliance comes with a high price, involving the risk of severe financial consequences and even criminal charges. Managing these risks thus becomes key in modern shipbuilding projects.

EXAMPLES OF HOW COMPLIANCE RISKS MAY AFFECT SHIPBUILDING PROJECTS

Sanctions and export controls are particularly sensitive to changes in the geopolitical environment, as authorities may implement them quickly to restrict trade with specific countries, entities and individuals, as well as the export and import of certain goods. If a shipyard or sub-suppliers are targeted by sanctions, or the project involves restricted materials or technology, this may potentially affect material sourcing and vessel transfers, and the

consequences may include severe delays and increased costs.

Several countries known for shipbuilding, such as China and Turkey, have not implemented similar sanctions as Norway, EU, UK, and the US. These countries may be associated with an increased risk of circumvention of sanctions, which can constitute a separate breach of sanctions regulations. A transaction that may be legally permissible for a company operating in the jurisdiction of the shipyard, might constitute an indirect breach of the sanction laws applicable to a Norwegian company involved in the transaction.

Additionally, a shipyard building or even repairing vessels for e.g. Russian owners, may be designated by sanctions authorities or face secondary sanctions, which could result in significant operational challenges for the shipyard and its clients. Challenges may include disruptions in production timelines and financial repercussions, or, in a worst-case scenario, severe difficulties in completing and delivering the vessel. Continued cooperation with the shipyard would also expose all its business partners to a risk of violating sanctions or being made subject to sanctions.

Given that steel is a critical material in shipbuilding projects, a notable example of the impact of sanctions is the ban on the import of certain iron and steel products located in, originating from, or exported by Russia. The prohibition even extends to certain products, including important components for shipbuilding, that have been processed in third countries incorporating Russian-origin steel. Further, if the shipyard uses steel that is subject to an import ban in Norway and the EU, it could raise questions as to whether purchasing the ship would be considered an indirect purchase of this steel. Alternatively, such situations could be assessed under the ban on sanctions circumvention. This shows that the use of Russian origin steel in shipbuilding projects is associated with a high sanctions risk.

We note that while the EU, UK, and US have up until now been relatively aligned in their sanctions efforts against Russia, there are signs that these sanctions regimes may begin to diverge, which could complicate compliance strategies and necessitate more tailored approaches. Geopolitical divergence



If a shipyard or sub-suppliers are targeted by sanctions, or the project involves restricted materials or technology, this will potentially affect material sourcing and vessel transfers, and the consequences may be severe delays and costs.

could also affect export controls. Shipbuilding projects involve advanced technology of strategic significance from an export control perspective. Sub-supplies to the yard might be or become subject to export controls, and such controls might apply both the physical goods and immaterial technology transfers, and US export controls could, in certain scenarios, apply to goods that have never been on US soil. Such export controls could affect the ability of sub-suppliers, who are often chosen by the buyer, to supply equipment to the shipyard. Furthermore, export *from* the shipyard may be challenging for the same reasons and, in geopolitically tense situations, export controls could also be used as countermeasures.

National security concerns may extend beyond applicable sanctions and export controls. In sensitive projects, involving for example advanced technologies or strategic assets, buyers or end users of the vessels may drive increased requirements for due diligence of shipyards, sub-suppliers and technology providers to avoid security vulnerabilities relating to the vessel in operation. The growing number of cyber, intelligence, and sabotage threats, together with increasing dependency on digital systems, underscore the need to elevate such risks on the agenda in shipbuilding projects.

Reputational risks could attach not only to shipyards that become sanctioned or breach export control regulations, but also to shipyards that engage with owners or customers from sanctioned jurisdictions or military end users, for example by contributing to the maintenance of the shadow fleet. This reputational risk also extends to anyone continuing their engagement with the shipyard, including Norwegian customers, beyond the potential legal risks.

RISK MITIGATING MEASURES

To mitigate the exposure to compliance risks in a modern shipbuilding project, owners are advised to adopt proactive measures including:

- Carry out due diligence on shipyards and suppliers to ensure they comply with applicable rules on corruption, human rights, sanctions, and export control. This includes examining ownership and past behaviour

- Consider compliance issues from the outset when negotiating contracts
- Include contract clauses that mandate compliance with regulations, termination rights, and rights to access and inspections, including notification requirements for changes in ownership of the shipyard or suppliers, as well as termination and substitution options
- Conduct regular inspections of the shipyards to ensure they meet contractual obligations, regulatory standards, and ethical practices
- Obtain documentation regarding the origin of steel
- Monitor requirements and track changes in sanctions regulations and new sanctions

Taking a proactive approach to identify and mitigate risks is key, but it is impossible to eliminate all risk. It is therefore also important to consider various scenarios to ensure that the shipbuilding contract protects your interests in the event of the introduction of sanctions against involved parties, integrity breaches in the supply chain, or similar events. Our team of dedicated experts is always available to assist you in navigating these issues.



The growing number of cyber, intelligence and sabotage threats, together with increasing dependency on digital systems, underscore the need to elevate such risk on the agenda in shipbuilding projects.

Contacts



Stian Holm Johannessen
Partner
shj@wr.no

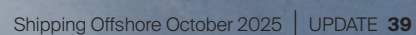
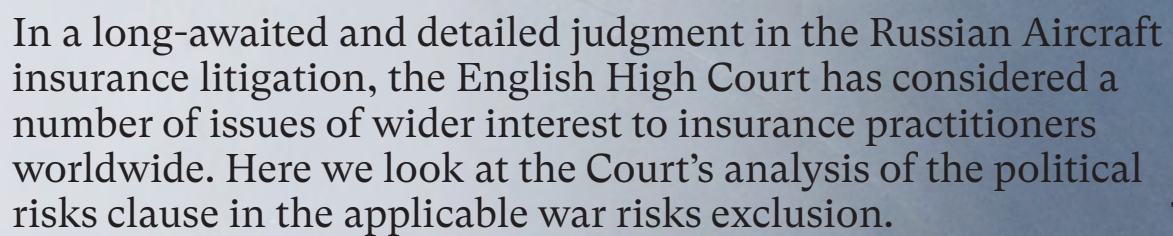


Håkon S. Meldahl
Specialist Counsel
haamel@wr.no



Åshild Eliassen
Associate
ase@wr.no

English High Court clarifies scope of political risks in insurance ‘mega trial’



The English High Court (Commercial Court) handed down judgment in the multi-billion-dollar Russian Aircraft Lessor Policy Claims on 11 June 2025, following a ‘mega trial’ before Mr Justice Butcher involving six separate claims which were managed and heard together. The trial took place over five months and involved 24 witnesses, 14 experts and more than 50 counsel in addition to 13 solicitor teams across the City of London. Claims have also been pursued in other jurisdictions.

As Butcher J put it, this was an “unusually demanding piece of litigation” concerning insurance claims brought in the wake of the Russian invasion of Ukraine in February 2022. In response to the invasion, Western sanctions were imposed which banned the leasing of aircraft and engines to airlines operating in Russia. As a result, in this litigation alone the owners (lessors) of nearly 150 aircraft and some 16 standalone engines leased to various Russian carriers had demanded the return of their assets from their Russian lessees. The aircraft were not returned however, and the lessors subsequently claimed against All Risks (AR) and War Risks (WR) insurers for the total loss of them.

PROXIMATE CAUSE OF LOSS

Whilst the judgment addresses a number of points of general importance to both insurers and their insureds, one of the central issues was whether the lessors’ claims fell within the WR exclusion clause contained in the AR insurance. In this context, the AR Camp and WR Camp (as the Judge described them) disagreed as to whether the cause of any loss of the aircraft was a commercial decision of the airlines leasing the aircraft, in which case it was said that the AR insurers

would be liable, or an act or order of the Russian government, in which case the WR insurers would be liable.

The WR exclusion embraces both political risks as well as classic war risks, and AR insurers argued that the aircraft were lost either by reason of “the act of one or more persons ... for political purposes” (“Political Peril”), or as a result of “restraint, detention ... by or under the order of any Government (whether civil, military or de facto...)” (“Government Perils”).

In the event, Butcher J concluded that the aircraft were subject to a “restraint” and/or “detention”, i.e. Government Perils, and that they were lost on 10 March 2022 when Russian legislation banned the export of such aircraft and aircraft equipment from Russia. Consequently, the loss was covered under the WR insurance and excluded under the AR insurance resulting in there being no valid claim against the AR insurers.

DECISION ON POLITICAL PERIL

Given the Judge’s conclusion, his comments on Political Peril were strictly speaking obiter, but are of general interest. In the relevant insurance contracts, the Political Peril was described in these or similar terms:

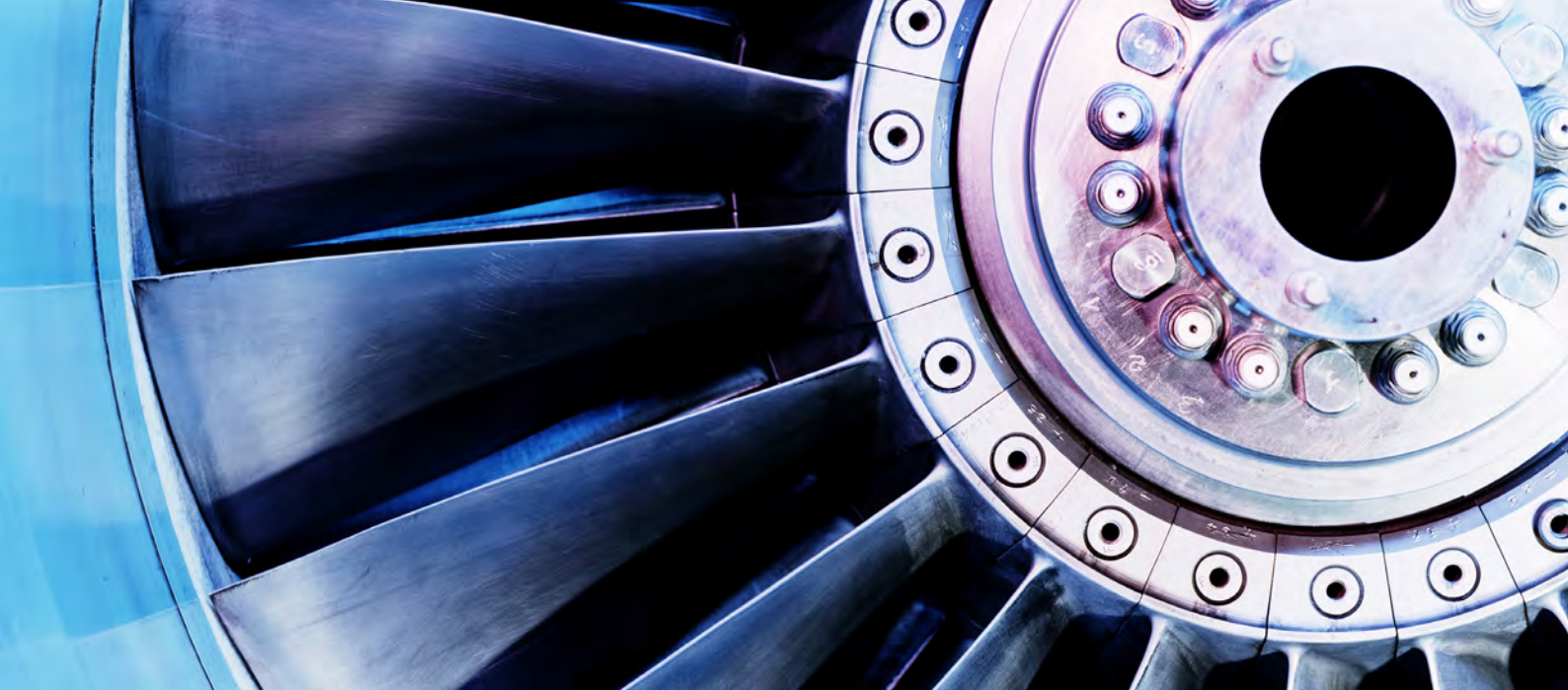
“Any act of one or more persons, whether or not agents of a sovereign power, for political or terrorist purposes and whether the loss or damage resulting therefrom is accidental or intentional”

The question here was what is meant by an “act ... for political ... purposes.”

In summary, AR Insurers argued that the ordinary meaning of these words would encompass any act carried out to implement or further a government policy, namely the acts of persons in Russia who had taken steps to keep the aircraft in Russia in order to render ineffective the Western sanctions targeting Russian civil aviation.

WR Insurers, on the other hand, argued that the phrase only covered acts of individuals directed at changing either a government or a government policy and so could not apply in the circumstances. Noting that the scope of the relevant wording was “not straightforward to determine”, Butcher J rejected WR insurers’ case that the wording covered only actions against a government seeking to change it or its policies, and equally did not agree

“ Whilst the judgment addresses a number of points of general importance to both insurers and their insureds, one of the the central issues was whether the lessors’ claims fell within the WR exclusion clause contained in the AR insurance.



with AR insurers that it would cover actions by the government itself, as here.

In doing so Butcher J considered that:

- The words are broad and do not exclude political acts in support of the government's stance.
- The reference to "political or terrorist purposes" brings with it certain implicit or inherent restrictions, one of which is that the provision is not concerned with the acts of the government itself.
- The juxtaposition with "terrorist purposes" indicates that the clause is concerned with acts which are in some sense adverse to the government of the place where they happen. This may include cases where support for a government or government policy is pursued by violent means.
- The parties to the insurance contract had not intended that the Political Peril should render the Government Perils redundant, which would be the case if government acts in pursuit of its own policies could amount to a Political Peril.
- The Political Peril does not embrace acts which are simply those of agents of the government, particularly in a situation where only one government is relevant. If it did, it would potentially apply to all or most government acts capable of causing loss or damage, accidentally or intentionally.
- The reference to "whether or not agents of a sovereign state" makes clear that acts committed at the behest or instigation of a foreign state may be covered, e.g. state-sponsored terrorism of the Lockerbie type.

In light of the above and in circumstances where, as here, two or more states were involved, Butcher J found that the Political Peril does not cover "the avowed acts of the government, or agents of the government, of the place where the act is done which causes the loss or damage". In the present case, that meant that it did not cover the "avowed acts of the Russian Government or its agents or acts of others supporting the known policy of their government and not in any sense adverse to that government".

COMMENT

Given the conclusion that the loss was caused by a Government Peril (about which we will write on another occasion), Butcher J's views on the Political Peril made no difference to his findings and are, as we say above, strictly speaking obiter. Nevertheless they represent the most comprehensive analysis of the Political Peril there has been under English law, and may in future also impact the interpretation of comparable wordings, for example the Institute Clauses ("any terrorist or any person acting from a political motive"). Butcher J himself recognised that the boundaries of the distinction required to be drawn on this interpretation are "not easy to define" and so may well give rise to future debate. That is perhaps particularly the case when the requirement that the relevant act must be adverse to the government of the place where they occur, is not clearly expressed in the wording itself.

Wikborg Rein acted for the successful AR insurers.

Contacts



Gillie Belsham
Partner
gbe@wrco.co.uk



Benjamin Ogden
Partner
bpo@wrco.co.uk



Sindre Myklebust
Senior Associate
smy@wrco.co.uk

India



India: Free trade agreements open opportunities

India's free trade deals with Norway and the United Kingdom, alongside a newly introduced 250 billion rupee (approx. GBP 2.2 billion) Maritime Development Fund, offer substantial incentives and advantages for Norwegian and UK companies looking to do business in the Indian maritime sector.

India's ambition of becoming a leading shipping nation, supported by a massive capital injection of several billion GBP, is expected to create a significant increase in demand for the supply of goods and services within the maritime sector, particularly in shipbuilding. Combined with recent free trade agreements, Norwegian and UK businesses will have a significant advantage in offering their expertise to Indian shipyards. Shipowners may benefit from a Shipbreaking Credit Note if they choose to scrap their vessels in India and order new ones from Indian shipyards, and marine insurers will benefit from having predictable and non-discriminatory access to the increasingly vast Indian market.

THE NORWEGIAN FREE TRADE AGREEMENT

Norway's free trade agreement was signed on 10 March 2024 and [took effect from 1 October 2025](#). It is part of the EFTA partnership, which includes Iceland, Liechtenstein, Norway and Switzerland, and allows for free trade for 42% of Norwegian

goods. In addition to the immediate removal of some tariffs, there will be a gradual reduction in tariffs for a variety of goods and services. After ten years, approximately 92 % of Norwegian exports will be traded tariff free.

Another key part of the agreement is the [establishment of an EFTA Business Support Desk](#) in India, intended, among other things, to serve as a "central point of contact for businesses looking to expand into India, addressing investor concerns and resolving any issues they may face, providing support and guidance on expansion into new markets and maintaining a comprehensive database of investment opportunities".

THE UK FREE TRADE AGREEMENT

The UK and India agreed on their free trade agreement on 6 May 2025, and it is set to [take effect from 2026](#). Reported as "[the best deal India has ever agreed](#)", it is expected to reduce Indian tariffs on UK exports by GBP 400 million in the first year, gradually increasing to around GBP 900 million after ten years.



With recent free trade agreements, Norwegian and UK businesses will have a significant advantage in offering their expertise to Indian shipyards.

In addition to the tariff reduction, the agreement allows UK businesses access to approximately 40,000 public tenders in India every year, with an estimated value of more than GBP 38 million per year in goods, services, and construction.

THE BOOST TO THE INDIAN MARITIME SECTOR

India seeks to reduce reliance on foreign ships, and to have Indian-flagged vessels carry a greater volume of cargo. [In a press release on 25 February 2025, the Indian Ministry of Ports, Shipping and Waterways announced a significant boost to the Indian maritime sector](#), with particular emphasis on the shipbuilding industry.

Of the aforementioned GBP 2.2 billion GBP Maritime Development Fund, the Indian government will contribute 49% of the capital, with the rest expected to come from a collaboration with major port authorities, public sector entities and the private sector.

Additionally, a package of direct financial subsidies to Indian shipyards, labelled the Shipbuilding Financial Assistance Policy

(“SBFAP”) 2.0 and valued at approximately 180 billion rupees (GBP 1.5 billion) has been introduced. This offers significant opportunities for Norwegian and UK businesses providing engineering and manufacturing services relevant to the shipbuilding industry, as demand for such services is expected to increase significantly.

Furthermore, shipowners may benefit from the Indian Ship-breaking Credit Note, which gives shipowners a credit note in an amount of 40% of the scrap value for vessels scrapped in India, which may be used towards paying the purchase price for ships built in India.

Given the unpredictable international sanctions landscape, businesses should consider incorporating necessary precautions and appropriate contractual provisions when entering into agreements in this sector.

With offices in both Norway and London, as well as a presence in Asia through the Singapore and Shanghai offices, Wikborg Rein has a long standing tradition of assisting in trade and investments into and out of India.

Contacts



Morten Valen Eide
Partner
mei@wr.no



Jonas Nikolaisen
Managing Associate
jni@wr.no



India seeks to reduce reliance on foreign ships, and to have Indian flagged vessels carry an increased cargo volume.



RESERVE BANK OF INDIA
GUARANTEED BY THE CENTRAL GOVERNMENT

मैं धारक को
दो सौ रुपये
अदा करने का
वचन देता हूँ।
उर्जिन और पेटल
गवर्नर

I PROMISE TO
PAY THE Bearer
THE SUM OF
HUNDRED
RUPEES

China





Land-based fish farming in China

China is actively promoting further industrialisation of its already large aquaculture industry, including land-based solutions. This presents an opportunity for foreign players with access to know-how and technology and in this article we take a look at the typical project structure and common concerns for land-based aquaculture projects in China.



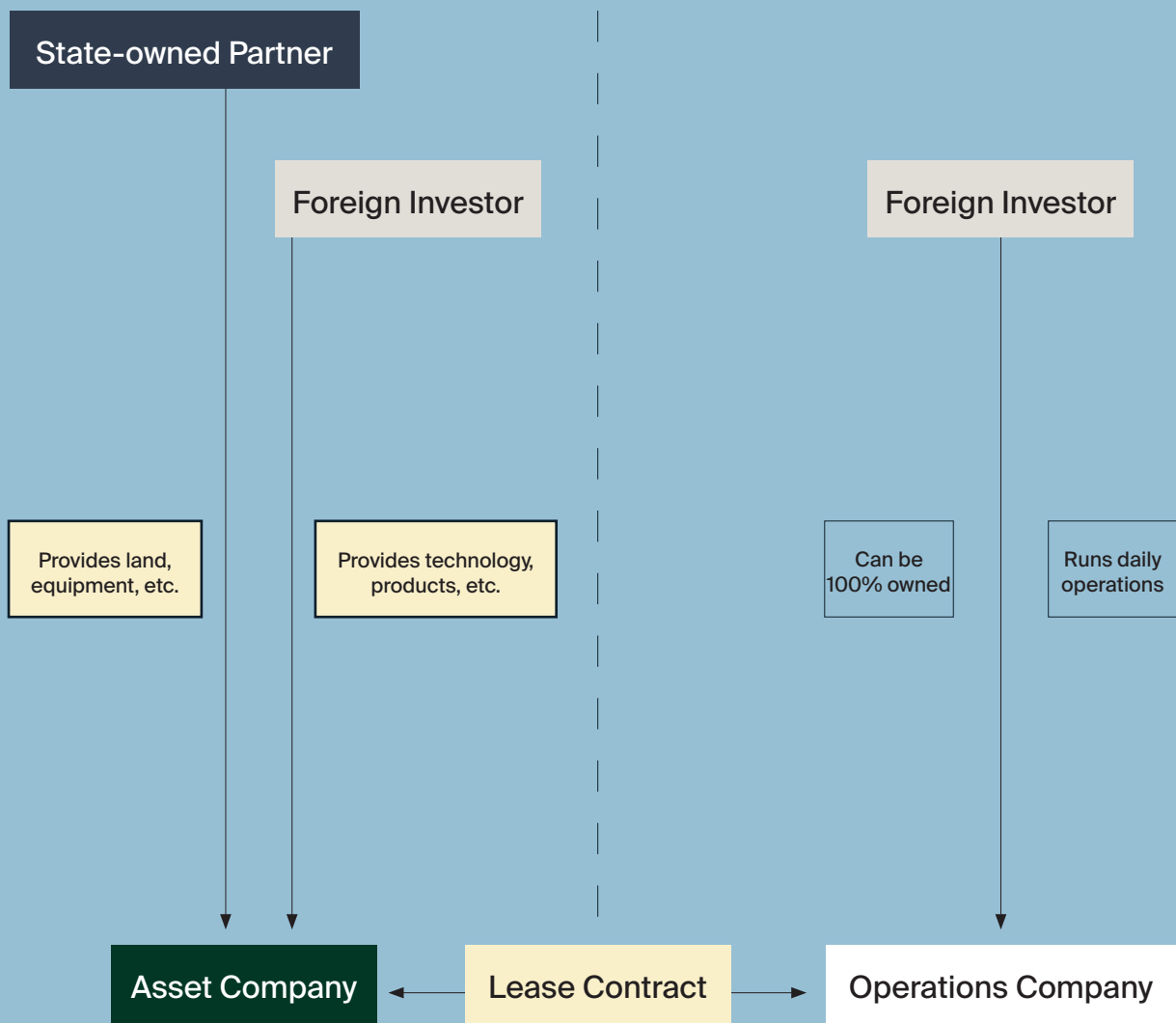
In recent years, China has been developing its aquaculture in coastal cities and regions and there is an increasing interest from local governments in land-based fish farming projects based on re-circulating aquaculture systems (RAS). With access to know-how and relevant technology, Norwegian players are well positioned to take advantage of Chinese efforts to further industrialise its aquaculture.

INVESTMENT STRUCTURE

A common project set-up is a split between an asset company and an operations company. The asset company holds the land lease, equipment and technology, while the operations company enters into a lease

contract with the asset company and handles the daily operation of the facility and customer contracts.

This investment structure allows for a state-owned partner to enter the project on the asset company side by providing contributions in-kind such as land use rights. The foreign investor usually contributes technology to the asset company and opts to control 100% of the operations company. The economic balance of the project will be case specific, but return on investment for the state-owned partner is usually secured in the form of rent payable under the lease agreement while the international investor may also have upside through dividends from the operations company.



Typical action plan

- Site selection and planning
- Government approvals
- Setting up the project companies (1-2 months)
- Negotiation and execution of key contracts (6-12 months)
- Permits
- Operation phase

FINANCING AND TAX INCENTIVES

At the early stage, securing financing for the project is a key concern. While Norwegian financing such as through Export Finance Norway (Eksfin) may be an attractive option, Chinese financing is also available. Financing by Chinese sources may include capital contributions from local government funds. Such Chinese funds are usually organised as state-owned companies and their participation can be an advantage when dealing with local stakeholders. However, involvement of state-owned partners will generally necessitate 51% Chinese ownership. Securing other types of financing may require parent company guarantees or guarantees from other financially strong guarantors.

Land-based aquaculture projects may also benefit from certain Chinese tax incentive policies, which may vary between different areas. For example, income from the initial processing of aquaculture products is exempt from company income tax and sales from initial processing of self-grown fish products is exempt from VAT.

PRACTICAL CHALLENGES

Zoning issues are common for land-based aquaculture in China as there is no specific land category for aquaculture facilities. Land is divided into agricultural, construction and unused land, but there is currently no clear regulation on whether aquaculture facilities can be constructed on agricultural or construction land. While existing projects have been developed on land zoned as construction land, different local government authorities may also hold different views.

A fish farming certificate is required to sell fish products in China. However, under the Chinese fisheries law, certificates are only issued to projects that utilise water areas or tidal flats for aquaculture. It is therefore not clear whether land-based facilities qualify for a

fish farming certificate under current regulations. A potential way around this issue for coastal projects is if the project utilises both land and water areas, thereby allowing it to qualify based on the use of water areas.

There is governmental supervision throughout the project to ensure compliance with regulations and safety standards. In addition to the usual construction and environmental permits, aquaculture projects also have licensing requirements in respect of breeding areas and species. Foreign investors also need to bear in mind the foreign exchange controls in place under Chinese law which will be relevant for example in relation to any offshore financing or shareholder loans.

As supervision is carried out by local government, a good working relationship with the relevant authorities is an important criterion for success. Government support is also often required for permits and access to relevant subsidies and financing. The host government usually focuses on the scale of investments which will be landed in their local area in the form of registered capital. If the project is supported by local government funds and the foreign investors are mainly contributing technology and know-how, the project is often measured by whether it brings technological advancement and in particular technology aligned with national priorities such as development of more environmentally friendly solutions with lower water usage or higher productivity.

CONCLUSIONS

Aquaculture in China is developing with a focus on more sustainable solutions, as is the local market for fish products. This presents opportunities for foreign investors looking to develop land-based aquaculture projects locally in China. Norwegian players have the advantage of fish farming experience, relevant technology and know-how needed to succeed.

However, compromises may have to be made to find the best possible combination of land, water availability, local government support and local investment environment. And as always with foreign investments in China, finding the right local partners remains a key to success.

Contacts



Ronin Zong
Partner
rlz@wrco.com.cn



Bård Breda Bjerken
Managing Associate
bbb@wrco.com.cn

Five things you need to know about the Digital Security Act

The Digital Security Act and the Digital Security Regulation entered into force in Norway on 1 October 2025. They apply to parts of the shipping and offshore sector, including ports, port facilities and shipping companies that meet certain criteria. Here are the five key takeaways about the new rules.

1. Measures – what obligations do companies have under the Digital Security Act?

The Digital Security Act sets out both substantive security requirements and reporting obligations. The in-scope companies must implement appropriate organisational, technical and physical security measures to ensure an adequate level of security and establish a risk-based security management system that is documented and maintained by management. This may include:

- Mapping critical IT and OT systems (such as bridge and engine control, AIS, ECDIS, satellite communication)
- Assessing the risk of attacks, errors or misuse

- Implementing measures such as two-factor authentication, network segmentation, updated backups, physical access control and crew training
- Ensuring that subcontractors meet equivalent security requirements, reflected in contracts and risk assessments

In addition, in-scope companies shall notify both the Norwegian National Security Authority (NSM) and the relevant supervisory authority for the shipping and offshore sector about incidents that significantly affect their service delivery.



2.

Other security requirements – how to coordinate the requirements?

Many companies are already subject to various information security requirements through laws, regulations and contractual obligations. The Digital Security Act does not apply to the extent that similar or stricter rules on security and incident reporting are established in or pursuant to any other laws. However, companies within its scope should map and assess all applicable legal and contractual requirements and establish routines to coordinate and document compliance in a consistent and efficient way.

For instance, shipping companies subject to the Ship Safety and Security Act may have to report digital incidents to the Norwegian Maritime Authority. In addition, the General Data Protection Regulation (GDPR) requires companies to implement appropriate organisational and technical information security measures to protect personal data, and some may be fully or partly subject to the Norwegian Security Act, which imposes specific obligations related to national security.



3.

Future legislation – how should I prepare for NIS2?

The Digital Security Act is based on the NIS1 Directive, which has now been replaced in the EU by NIS2. NIS2 significantly expands the scope to include more types of entities and introduces stricter requirements for digital security and incident reporting. NIS2 is expected to be implemented in Norway soon.

According to estimates from the European Commission, companies may need to increase their IT security spending by 12 to 22 percent, depending on whether they were previously subject to NIS1.

Key changes under NIS2 include:

- A broader scope that covers additional companies in the maritime sector, such as companies engaged in passenger and freight transport at sea.
- More detailed technical and organisational cybersecurity measures aligned with international standards like ISO/IEC 27001 and 27002.

Even organisations not directly subject to NIS2 may still be indirectly affected through contractual obligations from customers or partners required to comply with the new rules.

4. Sanctions – what happens in case of non-compliance?

A breach of the Digital Security Act may result in the following sanctions from the relevant supervisory authorities:

- Orders for rectification and coercive fines
- Administrative fines for the company of up to 25 “G” (National Insurance basic amount) or 4% of the previous year’s revenue, with a maximum limit of NOK 50,000,000. Parent companies may be held secondarily liable if subsidiaries fail to pay.
- Under NIS2, also management bodies (e.g. the board and/or the CEO) may be held personally liable for non-compliance with the requirements.

5. Supervisory authority – which authority oversees the companies’ compliance?

Sector-specific supervisory authorities will be designated for companies covered by the Digital Security Act. As of now, it has not yet been decided which authority will have supervisory responsibility for the shipping and off-shore sector. Until this has been determined, it is appropriate to regard the Norwegian National Security Authority (NSM) as the relevant supervisory authority.

Contacts



Leif Eirik Thrane
Partner
leifh@wr.no



Wegard Kyoo Bergli
Managing Associate
wkb@wr.no



Helene Søvik
Associate
hls@wr.no



The most important updates in

GREEN SHIPPING

– October 2025

In this recurring segment, we provide a high level overview of the most important regulatory updates in green shipping, intended as a quick guide to stay updated.



MEPC 83 in April 2025 and the extraordinary session in October 2025 – IMO's Net-Zero Framework postponed

Big news were announced from IMO following MEPC 83 in April 2025, when the Committee approved a new Net-Zero Framework – the first in the world to combine mandatory emissions limits and GHG pricing across an entire industry sector. However, at the extraordinary MEPC session in October 2025, member states voted 57–49 to postpone discussions for 12 months, pushing any potential adoption to late 2026 at the earliest, with entry into force now unlikely before 2028 and implementation delayed until 2029 or later.

In addition to the discussions on the Net-Zero Framework ([which you can read more about on page 15](#)), phase 1 of the short-term GHG reduction measures was finalised by setting reduction factors for the Carbon Intensity Indicator (CII) through to 2030 and completing the reviews of SEEMP, EEXI, and EEDI.

FuelEU Maritime implementation in Norway faces continued delays

The Norwegian Maritime Authorities have stated that until the regulation is implemented – which will not occur until the EEA Agreement is updated – Norwegian and Icelandic ports will be treated as third-country ports under FuelEU. Implementation is not expected before 2026.

As a result, only 50% of the energy used on voyages between a Norwegian or Icelandic port and an EU port will be subject to FuelEU during this time. Energy used on routes within Norway or between Norway and countries outside the EU will not be covered by FuelEU in this interim period.

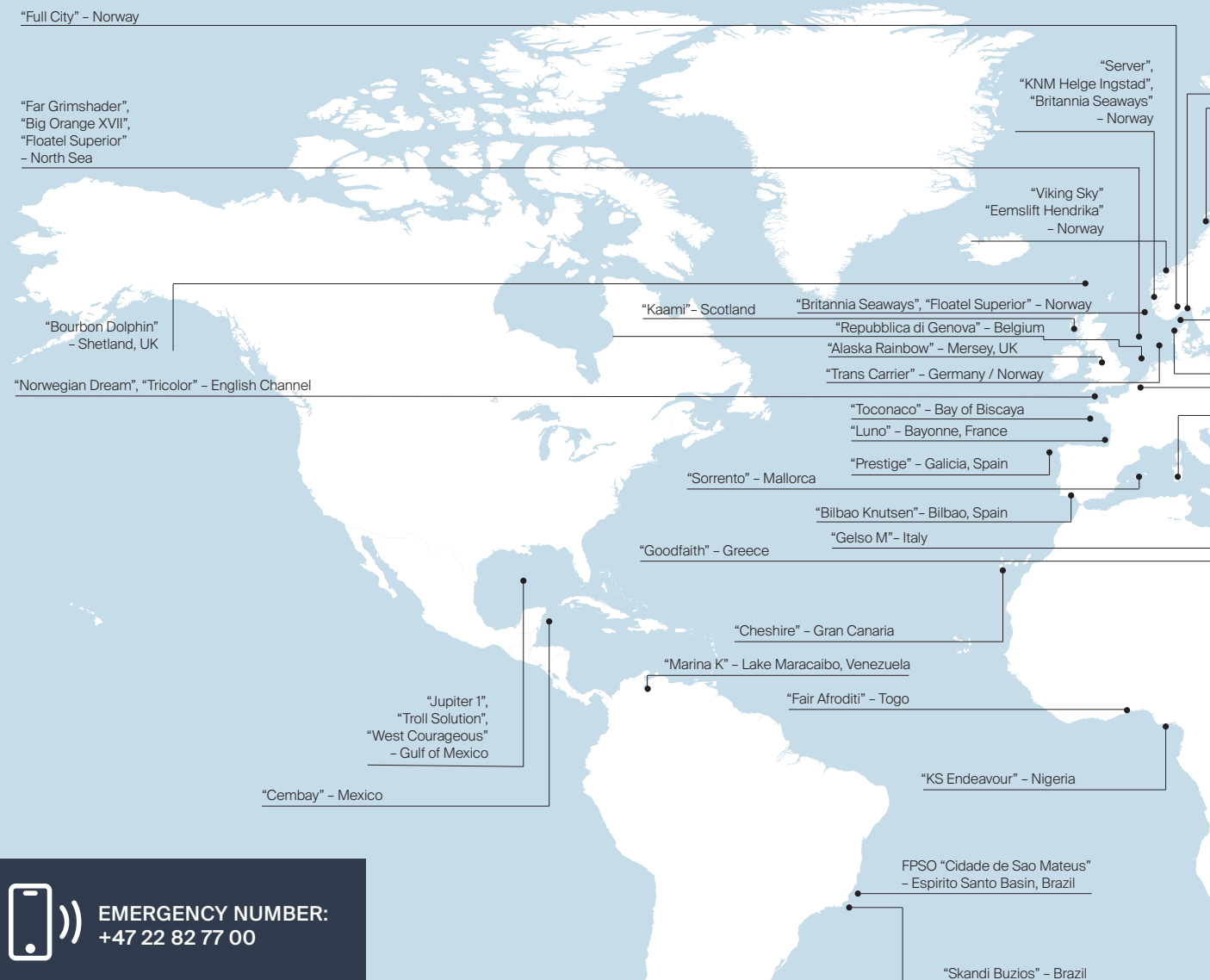
Green Shipping Update

	 Regulation ¹	 Essence of regulation	 Scope (technical)
Technical Requirements	Existing Energy Efficiency Design Index (EEXI)	Existing vessels must, through a one-time certification, comply with a minimum energy efficiency level set by the IMO.	Certain vessel types over 400 GT (including bulk carriers, general cargo ships, tankers, ro-ro ships and containerships)
	Ballast Water Management Convention (BWM Convention)	To prevent foreign organisms entering other ecosystems, vessels must implement a ballast water and sediments management plan, hold a ballast water record book, and use an approved ballast water treatment system.	Applies to all vessels as a starting point, but not necessarily to vessels solely operating within one jurisdiction
	Energy Efficiency Design Index (EEDI)	New vessels required to satisfy a minimum energy efficiency level per tonne mile for different vessel type and size segments. The required efficiency level is tightened every five years, next in 2025.	New or majorly converted vessels over 400 GT
Operational Requirements	FuelEU Maritime	Vessels must adhere to increasingly stringent limitations on the carbon intensity of fuels/energy used on board (from 2025) and use an onshore power supply or zero-emission technology in ports (from 2030).	Vessels over 5 000 GT transporting passengers or cargo for commercial purposes.
	Carbon Intensity Indicator (CII)	The annual CO2 emissions arising from a vessel's operation will get an operational carbon intensity rating from A to E, with vessels rated D for three consecutive years, or E, having to submit a corrective plan.	Certain vessel types over 5000 GT (including bulk carriers, general cargo ships, tankers, ro-ro ships and containerships)
	IMO 2020	Vessels may only use fuels with a maximum sulphur content of 0.5%, by either using low-sulphur fuel or implementing cleaning exhaust systems approved by the flag state of the vessel.	All vessels
	Ship Energy Efficiency Management Plan (SEEMP)	The ship operator must establish a ship specific plan to attain improved energy efficiency (SEEMP). In case of vessels of 5000 GT or above, the SEEMP shall also include a description of the methodology used to collect emissions data.	Vessels over 400 GT
Commercial Incentives	EU Emissions Trading Scheme (EU ETS)	Shipping companies must surrender allowances for emissions from shipping under the EU's "cap and trade" emissions trading system.	Vessels over 5000 GT (including offshore vessels from 2027)
	EU Taxonomy	The EU taxonomy for sustainable activities is a classification system established to classify which investments are environmentally sustainable, in the context of the European Green Deal.	Reporting obligations for large companies that fall under the scope of the NFRD (large public-interest companies with more than 500 employees), and financial market participants
	Poseidon Principles	A global framework establishing a common baseline to quantitatively assess and disclose to what extent financial institutions' lending and marine insurers' shipping portfolios are in line with adopted climate goals.	Banks and lenders and marine insurers

¹ The table includes a high level summary of some of the most influential and important regulations related to Green Shipping, but is not exhaustive

	 Scope (geographical)	 Implementation date	 Next steps / recent updates
	Worldwide	Compliance required as from 1 January 2023	At its 82nd session, MEPC initiated the review of EEXI. Phase 1 of the review was finalised at MEPC 83 in April 2025 without any material changes being made.
	Worldwide	8 September 2017	MEPC 81 adopted amendments to the BWM Convention concerning the use of electronic record books. The amendments are expected to enter into force on 1 October 2025. At its 82nd session, MEPC continued the review of the BWM Convention. The review process continued at MEPC 83, with the aim of finalising draft amendments for submission to MEPC 84 for approval.
	Worldwide	1 January 2013	1 January 2025: Phase 3 requiring increased energy efficiency to initiate. MEPC 83 adopted revised guidelines on survey and certification. The revised guidelines include updated references to the ISO standard relating to assessment of speed and power performance and to the ITTC recommended procedure for the conduct of sea trials.
	All voyages between ports in the EU and at berth in the EU, and 50% of GHG intensity of onboard energy used during voyages which start or end at an EU port.	1 January 2025, with stricter requirements every five years	Implementation 1 January 2025 with first reporting period until 31 December. The incorporation of the FuelEU Maritime regulation in Norway is still delayed as of October 2025.
	Worldwide	Compliance required as from 1 January 2023 (more stringent rating thresholds towards 2030)	At its 82nd session, MEPC initiated the review of CII. The review was completed at MEPC 83, where new reduction factors were set for the years 2027 to 2030.
	Worldwide, with stricter requirements within emission control areas	1 January 2020	1 May 2025: The Mediterranean Sea became an emission control area MEPC 83 approved a proposal to designate the North-East Atlantic as an emission control area.
	Worldwide	1 January 2013 Compliance required as from 31 December 2022	At its 82nd session, MEPC initiated the review of SEEMP. MEPC 83 adopted amendments to the guidelines, providing clear definitions for the terms “under way” and “not under way, and finalised phase 1 of the review.
	100 % of emissions between EU ports and within the EU, 50 % of emissions from international voyages to or from the EU	1 January 2024	31 March 2025: First deadline for emissions report.
	Companies based in Europe, or operating a European legal entity	12 July 2020, the first of the disclosure obligations was applicable from 1 January 2022.	■ Postponement of Reporting Obligations: The Omnibus Package introduced a two-year delay in taxonomy and CSRD reporting for wave 2 (large non-listed companies) and wave 3 (listed SMEs). This “stop-the-clock” directive entered into force in April 2025. ■ Simplification Measures: The package also proposes simplified templates, partial reporting alignment, and higher thresholds for disclosure. These suggestions are not yet in force and must go through the full EU legislative process.
	Worldwide	■ 18 June 2019: (Financial institutions) ■ 15 December 2021: (Marine insurance)	

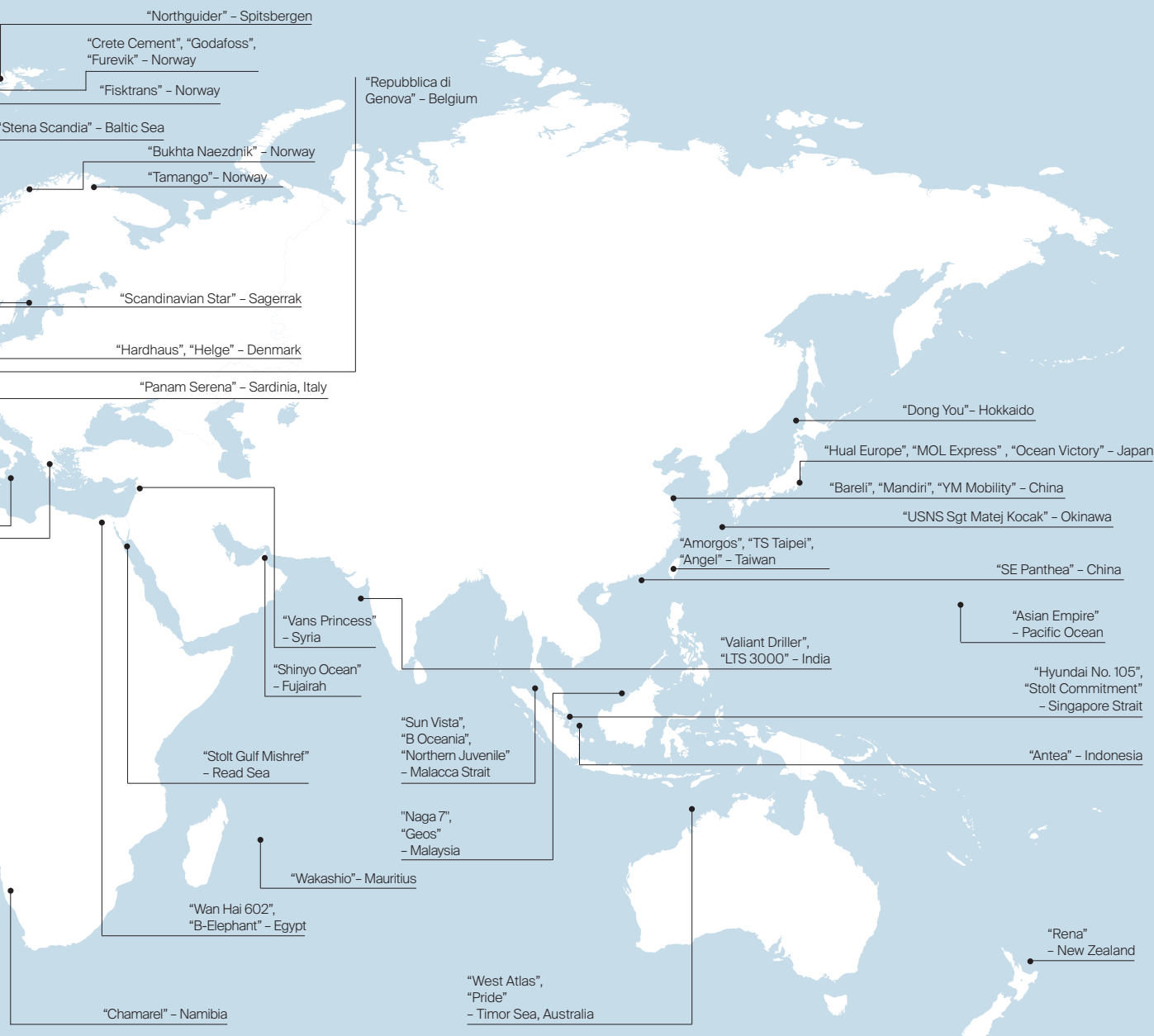
Emergency response team



EMERGENCY NUMBER:
+47 22 82 77 00

Maritime and offshore emergency response team available worldwide 24/7

Members of our Maritime and Offshore Emergency Response Team have world-class experience in handling the practical and legal issues associated with casualties and maritime emergencies. Our team assists insurers, owners and others in connection with all types of incidents.



Contacts

OSLO

Herman Steen
hst@wr.no
 +47 9303 4693

Oddbjørn Slinning
osl@wr.no
 +47 4812 1650

Morten Lund Mathisen
mlm@wr.no
 +47 9945 7575

Sindre Slettevold
sis@wr.no
 +47 9775 9418

LONDON

Chris Grieveson
cjg@wrco.co.uk
 +44 79 6644 8274

Matt Illingworth
mji@wrco.co.uk
 +44 778 8959 9449

Matt Berry
mat@wrco.co.uk
 +44 770 0971 6541

Michael Volikas
mvl@wrco.co.uk
 +44 7515 196 691

SINGAPORE

Robert Joiner
raj@wr.com.sg
 +65 8518 6239

SHANGHAI

Yafeng Sun
yfs@wrco.com.cn
 +86 1391 700 6677

Chelsea Chen
cch@wrco.com.cn
 +86 1381 687 8480

Wikborg Rein's shipping offshore group – contact list

OSLO

Partners

Finn Bjørnstad
fbj@wr.no / +47 41 50 44 81

Andreas Fjærvoll-Larsen
afli@wr.no / +47 95 93 36 14

Anders W. Færden
awf@wr.no / +47 90 82 83 82

Johan Rasmussen
jra@wr.no / +47 91 80 09 33

Oddbjørn Slinning
osl@wr.no / +47 48 12 16 50

Herman Steen
hst@wr.no / +47 93 03 46 93

Are Zachariassen
aza@wr.no / +47 90 91 83 08

Mads Ødeskaug
mod@wr.no / +47 99 26 99 43

Of Counsel

Morten Lund Mathisen
mlm@wr.no / +47 99 45 75 75

Specialist Counsel
Mari Lyche Rindahl
mrd@wr.no / +47 91 00 36 17

Managing Associates
Peter Kristian Jebsen
pkj@wr.no / +47 93 83 55 77

Halvard Saue
hsa@wr.no / +47 90 65 32 58

Sindre Slettevold
sis@wr.no / +47 97 75 94 18

Marte Sønstevoid
msv@wr.no / +47 90 51 38 55

Associates

Johan Abrahamsen
jab@wr.no / +47 97 60 24 42

Gisken Andersen
gan@wr.no / +47 46 95 06 08

Thomas Berger
thb@wr.no / +47 95 46 11 83

Kaja Nesser Dieset
knd@wr.no / +47 92 60 42 24

Emma Doyle
emd@wr.no / +47 46 46 31 55

Ingrid Nerem
ine@wr.no / +47 95 41 69 08

Ida Wangsfjord
idw@wr.no / +47 94 89 51 38

BERGEN

Partners

Øyvind Axe
axe@wr.no / +47 97 05 55 58

Morten Valen Eide
mei@wr.no / +47 93 22 09 80

Christian James-Olsen
col@wr.no / +47 92 83 39 19

Stian Holm Johannessen
shj@wr.no / +47 91 75 92 72

Of Counsel

Geir Ove Røberg
gor@wr.no / +47 90 03 50 45

Specialist Counsel

Håkon Stalheim Meldahl
haamel@wr.no / +47 97 00 79 34

Managing Associate

Jonas Nikolaisen
jni@wr.no / +47 93 25 34 85

Associates

Elias Dahlberg
eld@wr.no / +47 94 82 15 23

Kristine Engevik
keg@wr.no / +47 98 09 50 55

Martine Klein
markle@wr.no / +47 40 55 18 24

Emma Bolette Opdahl
eop@wr.no / +47 90 08 03 58

Guro Bjørnes Skeie
gbs@wr.no / +47 45 50 64 85

STAVANGER

Associate

Simon Latorre Weibel
swl@wr.no / +47 9 0 69 61 44

LONDON

Partners

Renaud Barbier-Emery
rbe@wrco.co.uk / +44 7889 598 672

Gillie Belsham
gbe@wrco.co.uk / +44 7756 286 886

Matt Berry
mat@wrco.co.uk / +44 7709 716 541

Jonathan Goldfarb
jgo@wrco.co.uk / +44 7889 598 115

Chris Grieveson
cjg@wrco.co.uk / +44 7966 448 274

Matt Illingworth
mji@wrco.co.uk / +44 7889 599 449

Rob Jardine-Brown
rjb@wrco.co.uk / +44 7785 722 147

Shawn Kirby
sdk@wrco.co.uk / +44 7841 697 476

Benjamin Ogden
bpo@wrco.co.uk / +44 7471 763 258

Jonathan Page
jpa@wrco.co.uk / +44 7803 515 388

Beatrice Russ
bru@wrco.co.uk / +44 7756 285 154

Michael Volikas
mvl@wrco.co.uk / +44 7515 196 691

Baptiste Weijburg
baw@wrco.co.uk / +44 7841 481 102

Consultant

Ian Chetwood
iac@wrco.co.uk / +44 7721 761 374

Legal Directors

Daniel Boden
dbo@wrco.co.uk / +44 7756 288 422

Christopher Crane
ccr@wrco.co.uk / +44 7411 121 222

Anna Devereaux
ade@wrco.co.uk / +44 7521 762 713

Olga Ivaniv
oiv@wrco.co.uk / +44 7521 762 713

Managing Associates

Camilla Burton
ccb@wrco.co.uk / +44 7540 760 797

Solveig Frostad de Souza
sfr@wrco.co.uk / +44 7592 524 466

Sophie Henniker-Major
soh@wrco.co.uk / +44 7756 289 541

Fiona Raffla
fra@wrco.co.uk / +44 7841 470 380

Amanda Urwin
aur@wrco.co.uk / +44 7756 288 875

Tim Wright
twr@swrco.co.uk / +44 7756 289 716

Senior Associates

Matthew Alker
maa@wrco.co.uk / +44 7547 406 95

Andrew Cottrell
aco@wrco.co.uk / +44 7935 057 732

Sofie Gleditsch
sgl@wrco.co.uk / +44 7999 029 976

Laura Hyne
lhy@wrco.co.uk / +44 7561 108 727

Hallvard Håskjold
hlv@wr.no / +44 7345 452 954

Jack Maxted
jma@wrco.co.uk / +44 7756 289 546

Sindre T. Myklebust
smv@wrco.co.uk / +44 7736 040 741

Maria Oproglidou
mop@wrco.co.uk / +44 2073 670 317

Sebastian Bergeton Sandtorv
sbs@wrco.co.uk / +44 7935 002 048

Marcus Charles Sharpe
mcs@wrco.co.uk / +44 7889 575 055

Ben Orchard
bor@wrco.co.uk / +44 7738 267 140

Sian Sanders
ssd@wrco.co.uk / +44 7756 285 859

Jack Wray
jwr@wrco.co.uk / +44 7596 566 221

Associates

Alice Hoare
ahr@wrco.co.uk / +44 7756 286 681

Leah Rutley
rut@wrco.co.uk / +44 7751 930 509

Marine Manager

Wayne Salvidge
waysal@wrco.co.uk / +44 7511 867 738

Litigation Support Manager

Priscilla Jantuah
pja@wrco.co.uk / +44 7751 811 491

Trainee Solicitors

Alyson Akoka
ala@wrco.co.uk / +44 7355 035 562

Jessica Andreassen
jea@wrco.co.uk / +44 2073 673 379

Jim Holt
jimhol@wrco.co.uk / +44 7345 453 781

Karina Horn
kah@wrco.co.uk / +44 7751 813 090

Alexandra Khan
akh@wrco.co.uk / +44 7845 642 774

James Ray
ray@wrco.co.uk / +44 7845 651 550

Paralegal

Olena Coggin
omi@wrco.co.uk / +44 7445 520 182

SHANGHAI

Partners

Chelsea Chen
cch@wrco.com.cn / +86 138 1687 8480

Yafeng Sun
yfs@wrco.com.cn / +86 139 1700 6677

Ronin Zong
rlz@wrco.com.cn / +86 138 1665 0656

Managing Associates

Bård Breda Bjerken
bbb@wrco.com.cn / +86 185 2132 1616

Claire Jiang
cji@wrco.com.cn / +86 138 1676 7292

Jiahao Lu
jil@wrco.com.cn / +86 137 8890 9200

Senior Associates

Tianyi Li
tli@wrco.com.cn / +86 150 0055 5069

Sherry Qiu
shq@wrco.com.cn / +86 135 0171 2717

Iris Shen
irs@wrco.com.cn / +86 135 6414 9309

Associate

Shi Cheng
shiche@wrco.com.cn / +86 177 1431 0624

SINGAPORE

Partners

Robert Joiner
raj@wr.com.sg / +65 8518 6239

Ina Lutzmiah
lvl@wr.com.sg / +65 9662 3756

Wole Olufunwa
wol@wr.com.sg / +65 8030 0380

Senior Associate

Jennifer Li
jli@wr.com.sg / +65 9088 7287

Associate

Nidhi Chandrasasa
nidcha@wr.com.sg / +65 8963 1051

BRASIL

Vieira Rezende advogados in alliance
with Wikborg Rein.

Contact:

Daniela Ribeiro Davila
dribeiro@vieirarezende.com.br /
+55 21 2217 2893

Subscribe to our newsletters and invitations

We would like to keep offering you relevant newsletters and invitations and as a part of last year's 100 years anniversary we have launched new and improved areas of interest.

Please sign up or update your current profile here on
wr.no/en/newsletter-sign-up



WIKBORG|REIN

wr.no

OSLO | BERGEN | STAVANGER | LONDON | SHANGHAI | SINGAPORE