



# LP Bulletin

Friday 17<sup>th</sup> December 2010

## Bulletin 730 - 12/10 - Containerisation Transport of Perishables without refrigeration - USA focus

The Association has noticed that Members have been moving more perishable commodities in the US and Canada in non refrigerated equipment. These commodities include cocoa butter, potatoes, onions and liquid cargoes subject to atmospheric temperatures such as wine and beer. These commodities could melt in the summer months (cocoa butter) or freeze in the winter months (beer and wine). Shippers are requesting clauses on bills of lading to protect themselves and push more of the risk to the ocean carriers. Clauses such as stow below deck and away from boilers should not be allowed on a bill of lading. If such clauses are accepted by the carrier and placed on the bill of lading, the carrier becomes liable for damage if the containers are stowed below deck near a boiler. We will look at individual commodities and give advice on how to accept these commodities.

### COCOA BUTTER

Cocoa butter is very susceptible to melting due to high atmospheric temperatures during the summer months and should be carried in refrigerated containers. Shippers looking to save money on freight charges have been shipping this commodity in dry boxes and filing claims against the carrier when the product suffers heat damage.

We recommend that the carriers do not accept any clauses on the bill of lading that make reference to stowing the cargo away from heat sources such as boilers. By not allowing a clause on the bill of lading, the line can deny liability for cargo melting damage as long as the shippers seal is intact and there are no visible damages to the container.

We further recommend that while the carrier is under no legal obligation to protect the cargo from melting, it is good customer service for the carrier to take reasonable precautions to protect the cargo from heat sources such as stowing the container above deck in centre stow to protect the cargo from exposure to the sun.

This photograph shows damage that can occur when a container is stowed near a heat source. This container incurred a 40,000 claim which the carrier had no defence due to a clause as placed on the bill of lading.



## WINE and BEER

Wine and Beer and other liquid cargoes can become damaged by excessive heat (wine corks popping) and freezing (bottles bursting) in the winter. These commodities should be carried in refrigerated containers to protect the commodity from excessive heat or freezing but is usually carried in dry boxes.



Shippers save money on freight costs by not utilizing a refrigerated container and file a claim against the carrier when the product is damaged by heat or cold temperatures. We recommend that the carriers do not accept any clauses on the bill of lading that make reference to stowing the cargo away from heat sources or protecting against freezing. By not allowing a clause on the bill of lading, the line can deny liability as long as the shippers seal is intact and there are no visible damages to the container.

As mentioned above, it is good customer service to take reasonable precautions to protect the cargo from freeze damage by stowing the container below deck in the winter months and notifying the consignee to collect the cargo shortly after discharge to avoid the container sitting idle in the container yard for several days.

The below photograph shows a case of beer that was delivered in Canada during the winter months. The majority of cases along the outer walls of the container suffered freeze damage with bottles bursting and beer freezing.

Source of information: George Radu  
Thomas Miller (Americas)  
[george.radu@thomasmiller.com](mailto:george.radu@thomasmiller.com)