

## YOUNG CMI – ESSAY COMPETITION

### Limitation of liability clauses in maritime contracts – do they bind the court?

Courts may in various circumstances revise or set aside contract clauses which limit the parties' liabilities towards each other. Such contractual clauses include liability caps, limitation to direct damages, knock-for-knock clauses, liquidated damages and limitation of available remedies.

Please give an analysis of the circumstances in which courts may revise or set aside such clauses. The analysis shall be based on either Norwegian, Swedish or Danish law (or any combination of the same), and shall include examples from industry template contracts and/or practice within the maritime sector.

The essay shall have maximum length of 5000 words, inclusive of footnotes, and may be in a Scandinavian language or English.

The winner will receive a prize of NOK 35 000 and have his/her article published in the journal *Marius* (provided that it is eligible for the grade A). The jury consists of Jacob Bull and Herman Bruserud.

Instead of their real name, entrants should place a codeword of their own choice on the essay, and include such codeword in the cover e-mail. Entries shall be submitted in electronic form to the representative of the board Linn Hoel Ringvoll: [linn.hoel.ringvoll@kluge.no](mailto:linn.hoel.ringvoll@kluge.no) no later than **25 October 2013**.

*Young CMI Norway is the youth Organization of The Norwegian Maritime Law Association. The aim of Young CMI is to give younger members of the The Norwegian Maritime Law Association a professional input and to organize events aimed at young maritime lawyers. Young CMI also contributes to work done in The Norwegian Maritime Law Association.*



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