

Andreas Furrer  
(Editor)

# Transportation Law on the Move

Challenges in the Modern Logistics World



The scope of this book is to present the cornerstones of a modern transportation law embedded in a modern logistics and supply chain environment. For this purpose, internationally leading experts write contributions on specific topics of transportation law. The authors compare different legal approaches and present conceptually convincing answers. In addition, they discuss unsolved issues in transportation law.

In a first step, the challenges and chances regarding the transformation of the transportation market will be illustrated. Subsequently, several key topics such as the basic principles in transportation law, regulative frameworks for digital freight documents and a look towards a modern logistics will be covered. In conclusion, the insights for a reform in Swiss transportation law reform are identified.

The target audience of this book are transportation law experts in academia and law making, but also experts in the practice of law.

Prof. Dr. Andreas Furrer  
(Editor)

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Challenges in the Modern Logistics World



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**KOLT** KOMPETENZSTELLE FÜR  
LOGISTIK- UND TRANSPORTRECHT



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## Preface

This volume brings together the thoughts of a well-known specialists on the latest developments in transport and logistics law from all over the world. The authors joint a conference held on 25<sup>th</sup>/26<sup>th</sup> of April 2019 at the University of Lucerne, organized by the Competence Center for Logistics and Transport law (KOLT). At this conference, 20 speakers from 6 different countries shared their experience, analysis and visions on modern national and international transportation law embedded in a modern logistics and supply chain management. While the predominant number of speakers were internationally recognized academic experts in transportation law, practitioners in leading positions were also present.

The aim of the conference was to compare and share the lessons learned from different legal approaches of jurisdictions such as China, Japan, Sweden, Germany, the Netherlands and Switzerland, as well as discussing flaws and potential reforms of International Conventions and new model laws. These findings may serve as a basis for recommendations regarding a potential reform of swiss transport law.

The theme of this conference was raised within the framework of the KOLT, and the conference was organised under my leadership as Director of the KOLT. To organize such an international conference would not be possible without the great support of the entire KOLT-team who managed to provide a dignified and effective framework for this event (PD Dr. Viola Heutger, Dr. Juana Vasella, MLaw Ramona Fischer, Colette Lenherr and especially BLaw Elias Aliverti, who was responsible for the production of this volume). Finally, I would like to thank all speakers and guests who contributed with their presentation and discussions to the success of the conference and this book.

I would also like to thank the Research Commission of the University of Lucerne, the Faculty of Law of the University of Lucerne, the Verein Netzwerk Logistik (VNL), the Helmuth M. Merlin Foundation and the Swiss National Science Foundation for their generous support of this project. These contributions made not only possible to hold this conference but also to publish this volume in addition to a successful conference. I finally thank Stephan Grieb from the Stämpfli-Verlag for the inclusion in the present publication series Transport and Logistics Law.

Lucerne, October 2019

Prof. Dr. Andreas Furrer

KOLT Schriftenreihe 11

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## Authors

ABHINAYAN BASU BAL

**Professor, University of Gothenburg, Sweden**

STEPHAN ERBE

**Lawyer, ThomannFischer (Basel), Switzerland**

ERIK EVTIMOV

**Dr. iur. Erik Evtimov, LL.M. Eur., Advokat. Deputy Secretary General of the International Rail Transport Committee (CIT) (Bern), Switzerland, lecturer in European and International Rail Transport Law at the University of Bern and in Rail Transport Law at the University Lyon2, France.**

TOMOTAKA FUJITA

**Professor, University of Tokyo, Japan**

ANDREAS FURRER

**Professor, University of Lucerne, and Lawyer, MME Legal Tax Compliance (Zurich/Zug), Switzerland**

GEN GOTO

**Professor, University of Tokyo, Japan**

OLAF HARTENSTEIN

**Lawyer, Arnecke Sibeth Dabelstein (Hamburg), Germany**

VIOLA HEUTGER

**University of Lucerne, Switzerland**

MICHAEL HOCHSTRASSER

**Lawyer, Schiller Rechtsanwälte AG (Winterthur), Switzerland**

PETER MANKOWSKI

**Professor, University of Hamburg, Germany**

SYLVAIN MARCHAND

**Professor, University of Geneva, Switzerland**

FUMIKO MASUDA

**Professor, Okayama University, Japan**

WOLF MÜLLER-ROSTIN

**German Association for Transport Law (Bonn), Germany**

DIETER SCHWAMPE

**Lawyer, Arnecke Sibeth Dabelstein (Hamburg), Germany**

MICHIEL SPANJAART

**Trains & Co (Rotterdam), Netherlands**

SIK KWAN TAI

**Professor, United International College (Zhuhai), China**

WOUTER VERHEYEN

**Professor, University of Antwerp, Netherlands**

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