Analysis of the Legal Regulation of the Contract for the Carriage of Goods by Sea in Albania in Light of the Recent Economic Developments and International Conventions

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Abstract

In this article, we combine legal and economic perspectives to provide a comprehensive approach to maritime transport, focusing on the contract for the carriage of goods by sea as a central component of successful global trade. We examine the current regulations and provisions governing this contract in Albania and compare them with leading international standards, with particular emphasis on the Rotterdam Rules, which the Albanian government has not yet ratified, as well as relevant EU legislation, considering Albania's official status as an EU candidate country. The novelty of this study lies in its interdisciplinary perspective, linking the analysis of the legal framework with research on the economic development of maritime transport and the role of technological innovation to conclude that legal reform remains a strategic driver of Albania's long-term economic growth in the maritime industry. In this study, we apply a multilayered framework spanning global, regional, and local contexts, emphasizing Albania's need to adapt its maritime legislation and address sectoral gaps to align with regional and international best practices, thereby positioning the country as a key hub within the region's broader maritime transport network.

Keywords: ***contract of carriage of goods, maritime transport, Rotterdam Rules, economic development, ports***

1. Introduction

Since ancient times, maritime transportation has played a key role in the development of civilizations (Mahdavian & Maruthi, 2019). During the Romans and Greeks periods, maritime law codes were developed and preserved over the centuries, forming a long-standing maritime tradition based on *lex maritima* and *lex mercatoria* (Sosedová & Galierikova, 2021). At that time, international trade primarily relied on ships to transport goods between seaports, from which they were distributed to warehouses, fairs, or stores for local sale (Pejovés Macedo, 2021). Over time, the transport of goods by watercraft became recognized as an efficient method for ensuring timely delivery and maintaining good cargo

condition (Boukhari, 2017). This recognition helped shape the understanding that maritime transport involves moving goods or passengers using seagoing vessels on routes conducted wholly or partially by sea (Iscru, 2019).

In this context, the modern concept of maritime trade began to solidify in the second half of the 19th century coinciding with technological innovations in navigation and the invention and widespread use of shipping containers in the second half of the 20th century (Pejovés Macedo, 2021). Significant advancements in the 1950s reduced operating costs, increased speed, and significantly expanded the carrying capacity of ships (Boukhari, 2017), gradually establishing it as an important pillar of national economies (Tutulani, 2016) and ensuring its continued relevance into the modern era. From a macroeconomic perspective, maritime transport plays a critical role by constituting the backbone of modern global supply chains (Matute, 2024). Today, approximately 90% of world trade is conducted by sea because it remains the most efficient and economical means of transporting large volumes of goods over long distances (European Maritime Safety Agency, 2025).

The exponential growth of maritime transport can be attributed to its unique characteristics: it remains the only mode of transportation capable of delivering very large volumes of goods over long distances at exceptionally low costs (Branellec & Choquet, 2021). Maritime transport consistently offers the lowest cost per unit among all transportation modes (Ortega et al., 2013). This is especially evident in heavy industry, where it stands out as the most economical and cost-effective option for moving goods (Mahdavian & Maruthi, 2019), while also ensuring standardized and rapid cargo handling.

With nearly nine-tenths of global trade conducted via maritime routes today (Inal et al., 2022), there is a pressing need for clear regulations and more consistent legal standards across jurisdictions (Divyansh, 2025). Due to its specifics, maritime transport remains one of the sectors in which many countries have made considerable efforts to achieve uniformity at the international level (Branellec & Choquet, 2021). Currently, maritime transport is primarily governed and operated at the international level, not only because it facilitates globally widespread economic activity (Kadrimi, 2020) but also because of its increasing importance in the global market, especially given the current transport and customs delays faced by competing land corridors (Ash et al., 1996).

These global dynamics are equally reflected at national level in Albania. In our legislation, the maritime transport of people and goods is classified as a maritime activity under Article 8 of the national Maritime Code (Maritime Code, 2004). In line with global trends, maritime transport also dominates the field of goods trade in Albania, accounting for the largest share of transported goods according to the National Sustainable Transport Plan for 2016–2020 (PricewaterhouseCoopers, 2016). This volume reached 8.225 million tonnes in 2025, compared to only 513,800 tonnes by rail and 2,000 tonnes by air (Institute of Statistics, 2025). In addition to the existing literature, these figures highlight the urgent need for more in-depth and comprehensive studies on the economic drivers and legal framework governing the contract of carriage of goods by sea in the Republic of Albania as an extensively used mechanism that remains yet insufficiently studied.

Considering this backdrop, we aim in this paper to provide a comprehensive analysis of the literature related to contracts for the carriage of goods by sea in Albania, while also exploring new prospects for harmonizing the national legal framework with international instruments and assessing their potential impact on the country's future economic development. Unlike previous contributions by Albanian academics in the field, we specifically examine the differences between Albanian legislation and the unratified Rotterdam Rules, with the goal of identifying divergent approaches and legal gaps that must be addressed in the current national law. The originality of this study lies in our interdisciplinary approach, combining both legal and economic analysis to offer fresh insights and perspectives on an area of maritime law that has long lacked thorough academic exploration.

2. Methodology

In this paper, we adopt a qualitative and interdisciplinary research design, combining legal and economic perspectives to examine maritime transport, with particular emphasis on the contract of carriage of goods by sea and its implications for Albania's legal and economic development.

We apply a multilayered analytical framework, moving from a macro to a micro perspective. At the macro level, we examine international and regional developments in maritime transport and their regulatory implications, while at the micro level, we focus our analysis on the Albanian legal framework, particularly the Civil Code and the Maritime Code. This approach seeks to contextualize domestic legal challenges within broader international developments in which Albania is involved.

To achieve these objectives, we employ a combination of historical, doctrinal, comparative, and descriptive

statistical methods. The historical method traces the evolution of maritime transport regulation, while the doctrinal approach examines the legal definition and nature of the contract of carriage of goods by sea, the parties' rights and obligations, and the carrier's liability. The comparative method assesses Albanian legislation in relation to the Hague–Visby Rules, the Hamburg Rules and, in particular, the Rotterdam Rules, focusing on contractual liability, multimodal transport, and electronic bills of lading. We use statistical data and economic reports to contextualize the development of Albania's maritime sector and assess its potential economic significance, particularly in light of the role that an appropriate legal framework could play in facilitating and encouraging its growth.

To support this methodological approach, we draw upon an extensive range of sources, including national legislation, international legal instruments, and reports published by governmental institutions and international organizations. We also undertake a critical examination of Albanian legal doctrine, particularly concerning the contractual status of the consignee and the interpretation of transport-related obligations.

The study's original contribution lies in critically assessing the adequacy of Albania's existing maritime contractual framework in light of contemporary international developments. By identifying potential regulatory gaps and examining the relevance of international legal standards, we seek to provide a foundation for recommendations aimed at modernizing Albanian maritime legislation and strengthening economic and legal certainty in maritime transport.

3. The Development of Maritime Transport in Albania

Maritime law, an amalgam of ancient traditions and modern treaties, much like other branches of law, continues to evolve in response to the demands of a highly intricate world (Divyansh, 2025). Within maritime law, the transportation process is primarily concerned with the movement of cargo and passengers via waterways (Rodrigue & Notteboom, 2024). As such, maritime transport becomes a crucial linchpin of international law and economy, serving as a vital support for the flow of freight (Rodrigue, 2017). The sector encompasses many logistical components, including navigation, chartering, and brokering; maritime labor and insurance; ports; multimodal and intermodal connections; repair facilities; and other associated services (Easa et al., 2006). This significant role on the global stage has not been reflected in the Albanian context, where infrastructural constraints and limited resources have relegated the country to a marginal position in international maritime transport (UN Environment Programme/Mediterranean Action Plan-Priority Actions Programme Regional Activity Centre [UNEP/MAP-PAP/RAC], 2023), leaving its potential largely underdeveloped for a long time.

Nevertheless, it must be emphasized that, despite Albania's limited role to date in international maritime transport, its geographical position offers considerable strategic potential in this sector. Located at the crossroads of major European transit corridors, Albania benefits from a highly advantageous geostrategic location (Mazrekaj, 2015). As Mazrekaj noted, this position connects the country to both the western Mediterranean and the Balkan states, making it a natural gateway between East and West, particularly by linking the Black Sea with the Adriatic Sea. A key factor contributing to this strategic position is Albania's extensive coastline, which stretches for 523 kilometers (including islands) between Montenegro and Greece (Fernández-Enríquez et al., 2024). Of this, approximately 348 kilometers lie along the Adriatic Sea and 175 kilometers along the Ionian Sea, representing 66.6% and 33.4% of the total coastline, respectively (Fernández-Enríquez et al., 2025). Albania's access to the Adriatic Sea, which itself extends deep into the European mainland, represents an important transport route, offering the country the potential to play a significant role in the regional economy, even within the context of a semi-enclosed sea (Thana & Patuzi, 2013).

Furthermore, in terms of seaways, Albania lies at the intersection of multimodal transport routes, including the Motorways of the Sea and Short Sea Shipping freight flows (Lumi et al., 2020). In addition to Mazrekaj, other scholars such as Lumi et al. (2020) emphasized that Albania's favorable geographical location along the Adriatic and Ionian Seas gives it the potential to serve as a regional hub for shipping and the transfer of goods from the Western Balkans to Southeast Europe, Central Europe, and even beyond through Eurasian transport links (Lumi et al., 2020). Realizing this potential, however, depends largely on the development and efficient management of Albania's port infrastructure, since "ports are doors, and their effective management is the key to a free exchange of goods in the world" (Mazrekaj, 2015, p.194) Albania currently operates four commercial ports (Durrës, Vlorë, Shëngjin, and Sarandë; Lloyds Bank, 2025), with Durrës, located on the southeastern Adriatic, serving as the country's largest and most important maritime gateway as well as a key node along Corridor VIII (Kapourani & Mpotsis, 2025). Despite the optimistic projections of these authors regarding Albania's maritime potential, the country has yet to overcome persistent challenges related to capital investment, modern technology, and sustainable infrastructure because even 5 to 10 years later after their studies, these deficiencies still continue to hinder the sector from fully capitalizing on its strategic advantages (Mani et al., 2022).

From a parallel perspective, the need to develop and improve Albania's maritime transport sector further is also

closely tied to the country's ambition to join the EU after gaining its status as an official candidate country (Metalla et al., 2024). As part of the commitments undertaken within this integration process, Albanian maritime legislation must be aligned with that of the EU (TYPSA, 2019). In this regard, the government has already initiated efforts to improve and regulate the transport sector, recognizing it as one of the most vital components of national development (Kadrimi, 2020) and as a key chapter under Cluster 4 of the Stabilization and Association Agreement (Green Agenda & Sustainable Connectivity; European Commission, 2023).

Building on ongoing integration efforts, Albania's maritime regulatory framework is currently shaped by several key legal instruments but will become subject to frequent changes and revisions due to the occurring EU accession process (Cooperation & Development Institute [CDI] et al., 2020). The core of Albanian maritime legislation is the Maritime Code, adopted in 2004 and supplemented by a limited number of secondary acts and specific laws governing areas such as maritime safety and infrastructure (Kadrimi & Gjeta, 2019). However, these legal instruments have seen minimal updates over the past 2 decades, contributing little to nothing to the evolution of the legal framework in line with contemporary maritime needs. In parallel, the regulation of transport contracts is also partially addressed in the Albanian Civil Code, whose relevant provisions have remained unchanged since their adoption in 1994 (Skrame, 2011). As a result, this prolonged lack of legal reform has not only hindered Albania's alignment with the EU acquis to date but has also contributed to the stagnation of its maritime transport sector over the years, as demonstrated throughout this study.

4. Legal Regulation of the Contract of Carriage of Goods by Sea in Albania

The contract of carriage of goods by sea has undergone significant changes over the centuries (Mahdavian & Maruthi, 2019). This evolution is largely due to the long history, complex nature, and diverse traditions that shape maritime commercial activities (Dimitrakieva et al., 2021). Initially, maritime law allowed shipowners broad freedom and discretion in determining contractual terms. Over time, however, it transformed into a system that imposes balanced rights and obligations on both parties involved in the contract (Magashi & Haruna, 2016). Understanding this shift in rights is crucial because the legal and regulatory framework governing the contract of the carriage of goods by sea becomes an essential tool for the success of maritime enterprises in global trade markets (Zouggar, 2024).

In Albania, besides the general provisions of the Civil Code, the contract of transport is regulated in the special legal codes depending on the mode of transport because the local legal system has a Maritime Code, an Air Code, a Railway Code, and other regulations of road transport made by law (Gjeta & Bylykbashi, 2020). As a result, every means of transport is ruled under different codes and special secondary legislation, sharing both common and specific rules (Teliti, 2015). Concretely, the Maritime Code of the Republic of Albania is intended to govern the legal, economic, and social relations in seafaring, introducing rules on the rights and obligations of entities operating maritime activities and having legal responsibilities in the maritime space (Competition Authority Dec. no. 316, 2014).

In addition to its national legal framework, Albania is a party to the main uniform law conventions in the maritime sector, which exert a significant influence on the regulation of maritime activities (Kadrimi, 2020). These conventions are particularly relevant because in today's globalized economy, carriage contracts play a pivotal role in facilitating international trade and commerce. By facilitating the transport of goods across national boundaries, such contracts are governed not only by Albanian legislation but also by international agreements ratified by Albania, particularly the Hamburg Rules.

5. Definition of the Contract of Carriage of Goods by Sea

The focus of this article is the contract of carriage of goods by sea as a specific form of the general contract of carriage, through which a professional carrier (or its representatives) undertakes, for an agreed freight, to transport by water, along a precise route, a specified cargo on behalf of the shipper (Branellec, 2007). In other words, the contract of carriage of goods by sea is generally defined as an agreement by which the carrier undertakes, in return for payment, to deliver to the agreed destination the goods entrusted to them, in the same condition in which they were received (Boukhari, 2017). Therefore, the main scope, the "*raison d'être*", of this contract of carriage is to overcome distance by making the carrier's main obligation the change of location and the delivery of goods carried to their destination (Basedow, 2012; Von Ziegler, 2013).

In Albania, Article 880 of the Civil Code provides a generic definition of the contract of carriage of goods, stating that "through the contract of carriage of goods, the carrier undertakes to transport goods from one place to another" (Civil Code, 1994), a definition that is complemented by Article 225 of the Maritime Code's specification that "the term 'contract

of carriage' is used exclusively for those contracts of transport that are covered by a bill of lading or another similar legal document, as long as it concerns the carriage of goods by sea" (Maritime Code, 2004). The Maritime Code definition closely mirrors that of the Hague-Visby Rules (Hague-Visby Rules, 1924/1968), but omits important elements of the Hamburg Rules, including freight payment and the specification of carriage from one port to another, suggesting a potential need for revision.[1]

While the definition given in the Civil Code is evidently insufficient because it does not highlight any of the essential elements of the contract but merely indicates its purpose (Teliti, 2015), many authors today argue that the Hague-Visby Rules, upon which the definition in the Albanian Maritime Code is based, suffer from similar shortcomings. In general, these rules are criticized for their lack of clarity, overly restrictive nature, and the use of multiple terms to designate the principal parties to the contract, which contributes to further confusion (Cissé, 2004). This view is further supported by the fact that the Hague-Visby Rules, under close examination, do not offer an exhaustive definition of the contract of carriage, but instead adopt a documentary approach, linking the contract's concept primarily to the bill of lading (Berlingieri, 2009).

6. Key Characteristics of the Contract of Carriage of Goods by Sea

The nature and various modes of movement make the transport contract a peculiar contract that, while sharing many similarities with other types of contracts provided under Albanian legislation, nevertheless retains its own distinctive characteristics (Gjeta & Bylykbashi, 2020). In this typical agreement, commonly encountered in both national and international law (He & Du, 2024), a central characteristic is the limited autonomy of will (Branellec & Choquet, 2021). Influenced by the amendments introduced in international maritime conventions on the carriage of goods, aimed at correcting their unbalanced and unequally favorable provisions (Quynh, 2024), Albanian legislation also reflects a dominant feature of this contractual regime: the restriction of contractual freedom to protect weaker parties from unfair standard terms (UN Conference on Trade and Development [UNCTAD], 2004). Within this framework, the contract of carriage of goods by sea, like other contracts, is concluded through offer and acceptance and becomes binding when the essential elements of a valid contract as consent, legal capacity, subject matter, and lawful cause are present, as shown below. (Aribi,2026)

Based on the parties' obligations, it is generally accepted that the contract of carriage of goods by sea is synallagmatic in nature, meaning that each party assumes reciprocal obligations toward the other (Branellec, 2007). In Albanian doctrine, the transport contract has been typically configured as a bilateral agreement between the shipper and the carrier, although debate has risen from the fact that the recipient is also recognized as a subject under both the Civil Code and the Maritime Code (Gjeta & Bylykbashi, 2020). In this context, a first group of Albanian scholars has argued that the transport contract, while bilateral in form, effectively involves three parties whose wills converge toward a single purpose (Teliti, 2015). They have emphasized that although the consignee/recipient does not participate in the contract's conclusion, they acquire a contracting party's status by assuming specific rights and obligations upon delivery of the goods. Consequently, the contract of carriage as they interpret it cannot be considered as a contract in favor of a third party, and the consignee should not be seen as a mere beneficiary but rather as a coparty alongside the shipper (Tutulani, 2016).

However, in contrast to this idea, a second group argues that the contract of carriage of goods should be regarded as a contract in favor of a third party (Kadrimi, 2020). This position, initially put forward by Skrame, rests on the belief that the consignee's status as an independent party, particularly in cases where the transport price is paid by the shipper, renders the contract of carriage the only typical example of a contract in favor of a third party (Skrame, 2011). Others go even further, contending that under the provisions of the Codes, the consignee cannot, as a rule, modify or cancel the contract, nor issue instructions to the carrier until delivery of the goods has taken place (Gjeta & Bylykbashi, 2020). Consequently, until the delivery is completed, the consignee cannot exercise the rights arising from the contract, while the shipper remains bound by their obligations under the transport contract until its termination (Gjeta & Bylykbashi, 2020).

Although we recognize that this issue constitutes one of the most significant legal debates in our country concerning the contract of carriage of goods, we consider the position of the second group of authors to be unconvincing. A closer interpretation of the Civil Code reveals clear provisions that permit the conclusion of contracts in favor of third parties, as exemplified by the Life Annuity Contract, the Deposit Contract and the Insurance Contract (Civil Code, 1994).

[1] *Notwithstanding certain similarities in the definitions and terminology employed by the international maritime conventions, it should be clarified that Albania is a party only to the United Nations Convention on the Carriage of Goods by Sea (Hamburg Rules, 1978), having approved its accession through Law No. 9504 of 3 April 2006. Albania is neither a contracting party to the Hague–Visby Rules nor to the Rotterdam Rules.*

Moreover, the view that the consignee is not automatically a third-party beneficiary is supported by both international legal doctrine and the broader legal framework. In this context, the consignee's capacity to enforce rights under the contract of carriage derives from the possession of documents of title, such as a bill of lading, rather than from being deemed an "intended third-party beneficiary" from the outset (UN Commission on International Trade Law [UNCITRAL], 2001). Additionally, under the doctrine of privity of contract, which holds that only parties to a contract may enforce its terms, the consignee, as a nonparty, cannot automatically assert rights under the contract of carriage (Khandani, 2018).

Among its other characteristics, the contract of carriage of goods by sea is generally considered consensual because it comes into force through the parties' simple agreement and establishes contractual obligations even before the cargo has been physically delivered (Boukhari, 2017) The contract of carriage of goods is also onerous (Tutulani, 2016) because it necessarily involves the payment of the freight (Boukhari, 2017). With respect to form, it is widely accepted in Albanian legislation that the contract of carriage of goods by sea is formal, requiring a written form *ad probationem* (Kadrimi, 2020). Finally, it should be emphasized that this contract is a fixed-term contract because the duration of its validity constitutes an essential element for the fulfillment of the carrier's obligations (Akhmetshin & Kovalenko, 2018). Accordingly, the carrier must ensure the timely transportation of the goods because it will otherwise bear liability for any delays (Teliti, 2015).

7. Analysis of Legal Instruments Governing the Contract of Carriage of Goods by Sea

The modernization of the contract for the carriage of goods by sea has necessitated adapting the law to different variants of transport documents introduced by international trade (Von Ziegler, 2013). Most of these documents hold the status of documents of title, entitling their holders to claim delivery of the goods from the carrier (Pejović, 2004). In this way, contracts of carriage involving sea transport are commonly embodied in, or evidenced by, instruments such as order bill of lading, bearer bill of lading, nonnegotiable bill of lading, or multimodal bill of lading (UNCTAD, 2022).

Among them, the bill of lading, alongside the charter party, is widely recognized as one of the most important documents governing the legal and commercial obligations of the parties involved in international sea carriage (Voudouris & Plomaritou, 2020). Under Albanian legislation, the provisions of the Maritime Code concerning contracts of carriage, as set out in Article 228, do not extend to charter party agreements, except where a bill of lading is issued pursuant to such an agreement (Maritime Code, 2004). Accordingly, in this article we will focus our analysis on the bill of lading alone, examining its role as a document of title within the contract of carriage of goods by sea.

Generally, the bill of lading provides proof of title for the delivery of the cargo against the carrier (Mankowski, 2012). It mostly serves as documentary evidence of the contract of carriage, entitling the shipper to a document that certifies that the goods were shipped in apparent good order and condition (Sosedová & Galierikova, 2021). Created to indicate the condition and quantity of the goods when they are placed in the custody of the carrier, the bill of lading grants rights over the cargo to third parties (Bazghadze, 2022), shows the date on which the cargo is loaded, and helps identify the carrying vessel as well as the ports of loading and discharge (UNCTAD, 2022).

Under Albanian legislation, the form and procedure for issuing a bill of lading are regulated by a blanket provision in Article 234 of the Maritime Code, which merely states that the signature on the bill of lading may be handwritten, printed, stamped, or made using symbols or other mechanical or electronic means, in accordance with the laws of the country in which the bill of lading is issued (Maritime Code, 2004).This provision remains incomplete because it does not provide clear information about the content of the bill, the validity of an electronic bill, the transfer of the bill, the identification of the parties, or the exclusivity of control, as required under international conventions and model laws. Above all, it does not comply with the UNCITRAL Model Laws on Electronic Commerce (UNCITRAL, 1996) and on Electronic Transferable Records (UNCITRAL, 2017), which establish detailed frameworks recognizing electronic bills of lading as valid electronic or transferable records. This compliance would ensure greater legal certainty in their use and transfer according to modern technological developments.

It is important to note that although the bill of lading functions not only as a transport document but also as a key legal instrument in maritime law, it does not constitute the contract itself; therefore, the two are not identical (Pui Yen, 2022). Rather, the bill of lading serves as evidence of the contract, not as the contract *per se*, and is therefore generally issued only after the contract has been concluded (Andreson, 2018). In this regard, the bill of lading does not create claims for payment against the shipper or the consignee (Mankowski, 2012), nor does it set out the terms and conditions for either party (Zekos, 2008). Under Albanian maritime law, this distinction is reinforced by the treatment of the bill of lading as a separate legal instrument from the contract, with specific provisions in the Maritime Code regulating the moment of its issuance and the responsibilities of both the carrier and the shipper deriving from it (Maritime Code, 2004).

As such, the timing of its issuance, the moment it takes legal effect, and the obligations it creates differ from those established under the broader contract of carriage, as we have discussed in this paper.

8. The Dual Nature of Obligations in Contracts for the Carriage of Goods by Sea

Although the parties' obligations merit their own, separate, and in-depth analysis, we seek in this paper to address the main issues related to these obligations, offering a general overview of the contract for the carriage of goods by sea. Furthermore, the fact that maritime transport is composed of different interconnected parts and is regulated by multiple legal frameworks (International Transport Forum, 2022) makes the examination of the parties' obligations particularly complex because it is often difficult to distinguish between their actions' causes and effects.

In the contract of the carriage of goods by sea, the obligations are generally divided into two groups: obligations of means and obligations of result (Tsoloev et al., 2018). In obligations of result, the party who has the obligation needs to guarantee the achievement of the prescribed result (Economides, 2010). For example, in a contract of carriage of goods, the carrier's obligation of result is to deliver the goods to the destination in the same condition in which they were received by properly discharging them, in accordance with Articles 226 of the Maritime Code (Maritime Code, 2004). With the obligations of result, if the obligor fails to meet their obligation, in principle, they are considered responsible, but they are free from the liability if they can prove that an external cause created the damage; in this way, the demonstration of failing to result is sufficient with no further need to prove the obligor's fault (Tsoloev et al., 2018). Based on this last rule, even if the Romans believed that *navigare necesse est*, navigating and sea transport have always carried dangers and risks. For this reason, under both national and international legislation, it is important to highlight that the carrier is not held liable for what are classified as perils of the sea (Mankowski, 2012).

In contrast, an obligation of means or obligation of preservation requires the obligor to act carefully and diligently by using all reasonable means to achieve the contractually agreed result, regardless of whether this last one is ultimately attained (Pinsonnault, 2014). Thus, failure to reach the intended outcome does not automatically establish the obligor's fault; rather, the burden rests on the obligee to prove otherwise (Tsoloev et al., 2018). In this regard, the seaworthiness of both the cargo and the ship are two of the most fundamental obligations of means in the contract of carriage of goods by sea (Pak, 2021). To determine their seaworthiness, the Code maintains high criteria while considering various factors related to load distribution, proper securing of cargo, type of cargo, stowage of cargo, adequate equipment, and exercising good seamanship (Gard, 2020).

Finally, although today we can affirm that there is no sharp distinction between obligations of results and obligations of means because part of the contractual obligations is also concerned with the preparation of means and the fulfillment of the result (Tsoloev et al., 2018), the contract of carriage of goods imposes not only obligations of effort but also obligations of success, namely the achievement of the intended transport (Mankowski, 2012). In line with this idea, the Albanian Maritime Code once again reflects a balanced approach by imposing on the carrier both the duty to exercise due diligence in ensuring the seaworthiness of the vessel and the obligation to deliver the goods to the consignee in the condition and within the time frame agreed upon. These dual obligations confirm that the contract of carriage under Albanian law encompasses both means- and result-oriented duties.

9. Comparing Albanian Law and the Rotterdam Rules in Contracts of Carriage of Goods

The development of technology, the advent of faster ships, the use of e-commerce and e-communication, the galloping expansion of containerized trade, and the growing practice of delivering the entire transport to the shipper's final destination have created liability issues and challenging scenarios that have yet to be addressed by the maritime liability regimes in the Hague, Hague-Visby, and Hamburg Rules (UNCITRAL, 2008). To respond to this new reality and fill some of the gaps identified in practice over the years, the UN Convention on Contracts for International Carriage of Goods Wholly or Partly by Sea, otherwise the so-called Rotterdam Rules, were adopted in December 2009 in response to the need for uniformity (Pallarés, 2011). Even though the Rotterdam Rules were considered the most comprehensive overhaul of the contract of carriage of goods by sea in the last 50 years (Baatz et al., 2009), only five countries have ratified the Convention, far fewer than the 20 required for it to enter into force (UN, 2025). From the Albanian government's side, no formal steps have been taken toward the ratification of the Rotterdam Rules, although their adoption remains a possibility (Kadrimi, 2020) and the need for a revision of the maritime law provisions appears more pressing than ever.

The Article 1 of the Rotterdam Rules define a "contract of carriage" as a contract under which the carrier

undertakes, against the payment of freight, to carry goods from one place to another (Rotterdam Rules, 2009). The contract shall provide for carriage by sea and may provide for carriage by other modes of transport in addition to sea carriage. This definition highlights that the Rotterdam Rules adopt a "door-to-door" transport model (Qin, 2016), most widely known as "wet multimodal transport," that is, a multimodal transport if it includes a maritime leg (Chami, 2018). This approach contrasts with the model applied in Albania, where the Hamburg Rules are effectively applied through a "port-to-port" contract of carriage during the entire period of the carrier's responsibility for the goods (Abuelinin, 2017). This highlights the significant differences between the standards set by the Rotterdam Rules and those established under national legislation; differences which, as examined, have contributed to persistent setbacks in the regulation of maritime transport in Albania while also hindering the potential growth that could have been achieved for years.

10. Multimodal Transport

The concept of "multimodal transport" involves the carriage of goods by more than one mode of transportation through a single freight contract (Alem, 2019). That means that in a mixed or multimodal carriage, the goods are delivered by various transport methods such as sea, rail, road, or air, by one single coordinating central entity (Makarova et al., 2023). This term differs from "intermodal transport," where the transportation of goods from their origin to their destination is done by more than one transportation mode, each of which is operated by a separate carrier under separate contracts (Inbound Logistics, 2022). As a result, intermodal transport is similar to multimodal transport, but it puts more emphasis on connecting different modes of transport through different actors (Vyshka & Metalla, 2016).

The Rotterdam Rules were conceived with the aim of regulating multimodal transport, but only with a view of regulating contracts of carriage by sea in which the carrier agrees to extend its services complimentarily to other modes of transportation that may precede and follow the carriage by sea (Berlingieri, 2018). Because the Rotterdam Rules apply to contracts of carriage by sea while also providing carriage by other modes of transport, it is generally accepted that they have adopted the so-called maritime plus approach (or door-to-door approach; Berlingieri, 2018), which provides a full uniform multimodal liability regime for all modes of transport (UNCITRAL, 2008).

By embracing this approach, the Rotterdam Rules incorporate new concepts such as the so-called volume contract (Valderrama, 2015) and the concept of network liability (Qin, 2016), both unknown and not applicable in the Albanian legislation. Regarding multimodal transport, the maritime law in Albania lacks any provision related to it, providing solutions only in the case when cargo is transported by various carriers in one mode of transport. Concretely, the Article 248 of the Maritime Code states the following as a general provision:

The carrier who has issued an original bill of lading is responsible for the fulfillment of all obligations for the entire route specified in the bill of lading until delivery of the goods to the designated consignee. Each of the other carriers is responsible for the fulfillment of obligations for its own part of the route, together with the carrier who issued the original bill of lading. (Maritime Code, 2004)

Through the terminology used in this article, we understand that the provisions of the Maritime Code exclusively regulate maritime transport, excluding cases where the movement of goods would require mixed modes of transport. This limited scope reflects a disconnection from the technological and logistical realities of the modern era, in which goods are rarely transported via a single means of transport.

Unlike the Maritime Code, which is limited to maritime carriage, the first paragraph of Article 895 of the Civil Code provides a more general but still insufficient framework for multimodal transport, stating that "in the carriage of goods carried out jointly by several successive carriers under a single contract, the carriers are jointly and severally liable for the performance of the contract from the place of initial departure to the place of destination" (Civil Code, 1994). This first provision sets the place for a system of unique responsibility, where the parties of the entire contract are subject to the same rules of liability regardless of the modes of transport that are used to perform the carriage (Jashari, 2017). This joint liability is restricted under the second paragraph of the same article, which releases the carrier from liability if it is proven that the damage did not occur during the segment of transport under their responsibility (Civil Code, 1994).

This provision, limited to only two articles of the Civil Code, highlights the urgent need for reform in Albanian legislation concerning the rules of multimodal and intermodal transport. Such a reform would not only align with the standards established by the Rotterdam Rules but would also fulfill Albania's obligation to harmonize its legislation with that of the EU regarding multimodal and combined transport, where instruments such as Council Directive 92/106/EEC promote combined transport operations and facilitate the integration of maritime and inland transport, thereby supporting more efficient and sustainable transport chains. (European Commission, 2025)

11. Maritime Transport as a Catalyst for Future Economic Development in Albania

Based on the intent of an interdisciplinary approach adopted in this paper, our analysis extends beyond the legal dimension to examine the economic impact of the current regulatory framework governing the contract of carriage of goods by sea. In this context, it is essential to recognize that the level of development and economic growth in contemporary countries is often assessed through progress in the transport sector and the accessibility of its services to the population (Tsoloev et al., 2018). On a global scale, advancements in regulatory standards, technological innovation, investment flows, market liberalization, and the removal of trade barriers have significantly accelerated the growth of the maritime sector in recent years (Metalla et al., 2023), serving as a powerful driver of economic development and international cooperation (UNEP/MAP-PAP/RAC, 2023). Consequently, maritime transport has become the backbone of global trade (Andriessa et al., 2022), playing an indispensable role in sustaining the globalized cycle of production and consumption (Ozbiltekin-Pala et al., 2024).

The Balkans are undergoing a major transformation fueled by billions of euros invested in transport infrastructure (Ghajour, 2024), with the EU serving as the region's largest investor. More than €11 billion in grants and loans has been allocated to support the transport and energy sector in the Western Balkans since the 1990s (European Commission, 2020). This ongoing investment reached a turning point in December 2021, when the EU Commission introduced a planning methodology for the trans-European transport network, which launched the Western Balkan Transport Corridor, connecting portions of Greece, Bulgaria, Romania, and Croatia, along with the Western Balkans 6 (Konrad-Adenauer-Stiftung [KAS] Albania, 2022). The policy behind TEN-T is based on Regulation (EU) 2024/1679, which aims to build a reliable, high-quality transport network to ensure sustainable connectivity without physical interruptions, missing links, or bottlenecks across Europe (Regulation 2024/1679).

Within this broader strategy, seaports are now considered sustainable energy hubs for integrated electricity systems, low-carbon fuels, and testbeds for waste reuse and circular economy initiatives (KAS Albania, 2022). The Western Balkan countries' geographical position and the role of ports in maritime transport provide a foundation for the region's future economic success and social development by increasing free trade, economic growth, sustainability, and market competition (Mazrekaj, 2015). The idea behind this project is that ports are seen as gravitational centers because waterways are seen as connecting vectors that bring people, culture, and trade together. As such, marine connectivity provides the perfect example of integrated cross-border and regional cooperation across the Balkans peninsula (KAS Albania, 2022).

In this context, Albania, as a country in the southeast of the Balkans, is also recognized for its favorable natural settings that prioritize the maritime sector (Rista & Llaha, 2021). With its extensive coastline, the country serves as a key maritime node in the South Adriatic (KAS Albania, 2022), creating opportunities for the development of its ports and maritime transport while boosting its economic opportunities and exchanges across the Mediterranean area (SRM, 2024). Currently, Albania's National General Plan (2015–2030) identifies the coastal area as the most important zone of the country's territory (World Bank, 2020), integrating the government's policies, plans, and goals of the maritime strategy within the national transport sector strategy to achieve a greater economic reach and sustainable development across the country (Tare, 2024).

The Government of Albania is developing a new Transport Sector Strategy and Action Plan for 2030 to accelerate the integration of the country's transport system and to establish an integrated market that includes both maritime and inland waterway infrastructure, in line with the general principles of European transport policy (Ministry of Infrastructure and Energy, 2018). The aim is to strengthen the national transport system by enhancing its sustainability, interoperability, interconnectivity, performance, and alignment with broader international transport systems (Tare, 2024). As a result, the maritime sector is undergoing a period of growth and modernization in Albania, as major investments are being made in building the necessary infrastructure and improving both tourism and maritime transport capacities and potential (SRM, 2024).

The government has made advances in the maintenance and infrastructure of port facilities in line with the Sector Strategy, the targets outlined in the Government Programme 2021–2025, the Medium-Term Budget Plan, and the National Transport Plan (UNEP/MAP- PAP/RAC, 2023). This is reflected in the fact that maritime transport accounted for about 6.8 million tonnes in 2023, representing an increase of 68.9% compared to 10 years ago and an average annual growth of 5.4% over the period 2013–2023 (SRM, 2024). Investments in this sector have been primarily concentrated in the ports of Vlora and Durrës focusing on key infrastructure upgrades and strategic developments. Notable projects include the rehabilitation of Quays 1 and 2 at the Western Terminal of the Port of Durrës (Western Balkans Investment Framework, 2022), the construction of the new Porto Romano port in Durrës (CDI, 2023), as well as the strategic

investment of Vlora Marina and the construction of Vlora International Airport (Council of Ministers, 2021).

Collectively, these initiatives provide a strong foundation for the future advancement of maritime transport in Albania. From a legal and institutional perspective, the 2024 Commission Staff Working Document accompanying the Commission Implementing Decision under the Reform and Growth Facility for the Western Balkans noted that the measures outlined in Albania's Reform Agenda on transport are both appropriate and ambitious (European Commission, 2024). According to the Commission, cross-border trade is expected to be facilitated through these actions by the deployment of e-freight systems and Intelligent Transport Systems (ITS), producing outputs that will lead to alignment with the United Nations rules on the carriage of goods, EU regulations on electronic freight information, and steps toward the implementation of EU-compliant traffic information services. (European Commission, 2024)

In this internal document, the European Commission particularly acknowledged that the deployment of Intelligent Transport Systems across the road, rail, and maritime sectors, along with the introduction of e-freight, will help integrate Albania's main transport corridors into a safe, multimodal trans-European transport system (Bekteshi, 2023). These measures are expected to reduce travel time and accidents while enhancing safety, security, and efficiency across the country's transport network. (European Commission, 2024) To fully realize these benefits, however, Albania must undertake comprehensive legislative reform to ensure alignment with evolving economic developments and the EU's strategic ambitions. Without such reform, current progress risks remaining superficial and fragmented, lacking the structural integrity required for sustainable, standards-based growth.

12. Conclusion

The current Albanian maritime regulatory framework must evolve to respond effectively to global trends, structural changes in the industry, and the need to align with international and regional standards. Despite years of stagnation, the sector holds significant potential that can be unlocked through harmonization with EU regulations and international treaty standards, ensuring not only modern infrastructure but also expanded market opportunities by strengthening governance mechanisms and fostering sustainable practices (SRM, 2024).

According to Albania's Government Transport Sector Strategy and Action Plan for 2030, the maritime industry remains a strategic asset for the country's long-term economic growth. Consequently, the legal instruments governing the sector must reflect the highest standards and best practices in the field. In particular, the contract for the carriage of goods by sea, a cornerstone of maritime transport, should be aligned with European and international norms to address unresolved issues related to multimodal and intermodal transport, technological innovation, electronic documentation, and liability regimes.

An essential next step for Albania is to bring its legislation into conformity with key provisions of international conventions, the general conditions of carriage, the UNCITRAL Model Laws on electronic records, and EU rules on e-freight and ITS. Doing so would secure Albania's place within a safe, integrated, and multimodal trans-European transport system while enhancing safety, security, and efficiency across the national transport network. Such legal reforms would support government strategies for the sector's advancement and position Albania as a key hub for maritime transport and tourism in the broader region, unlocking opportunities and recognition that have been absent for years.

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