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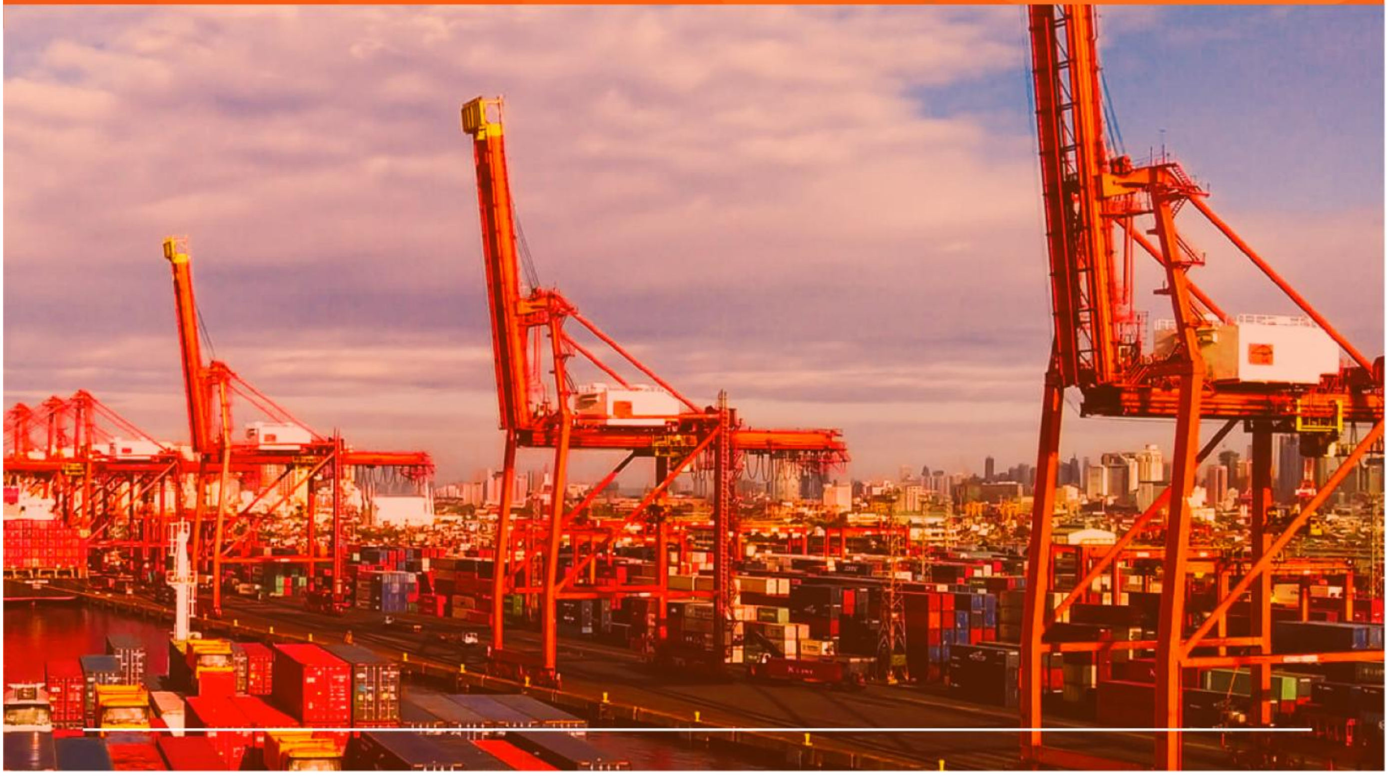
Regional Shipping Update 1H 2026



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Contents

Overview

The first half of 2026 has been a period of significant activity in the maritime legal landscape across Southeast Asia. From regulatory reforms and new legislative initiatives to landmark court decisions and evolving trade policies, the pace of change reflects the growing importance of the shipping sector to the region's economies and the increasing sophistication of the legal frameworks that govern it.

Singapore continues to reinforce its position as a leading maritime and arbitration hub. The Singapore courts have issued decisions relating to (i) the enforcement of arbitral awards against arrested ships; (ii) limitation periods for the enforcement of arbitral awards; and (iii) indemnities under the Norwegian Saleform 2012. Beyond dispute resolution, Singapore has also advanced a suite of forward-looking policy initiatives, including (i) a technology and artificial intelligence ("**AI**") roadmap; (ii) a programme to accelerate adoption of electronic bills of lading; and (iii) the renewal of the green and digital shipping corridor with international partners.

Malaysia has seen two major developments signalling the country's ambitions as a maritime hub. The Chief Justice launched the International Commercial and Admiralty Division, a specialised court within the High Court of Malaya at Kuala Lumpur dedicated to international commercial and admiralty matters, with a corresponding commercial panel at the Court of Appeal. In addition, the Admiralty Jurisdiction Bill 2026 was tabled for its first reading in the Dewan Rakyat, seeking to modernise Malaysia's maritime legal framework by conferring admiralty jurisdiction directly on the High Court and replacing the country's longstanding reliance on the United Kingdom's Senior Courts Act 1981.

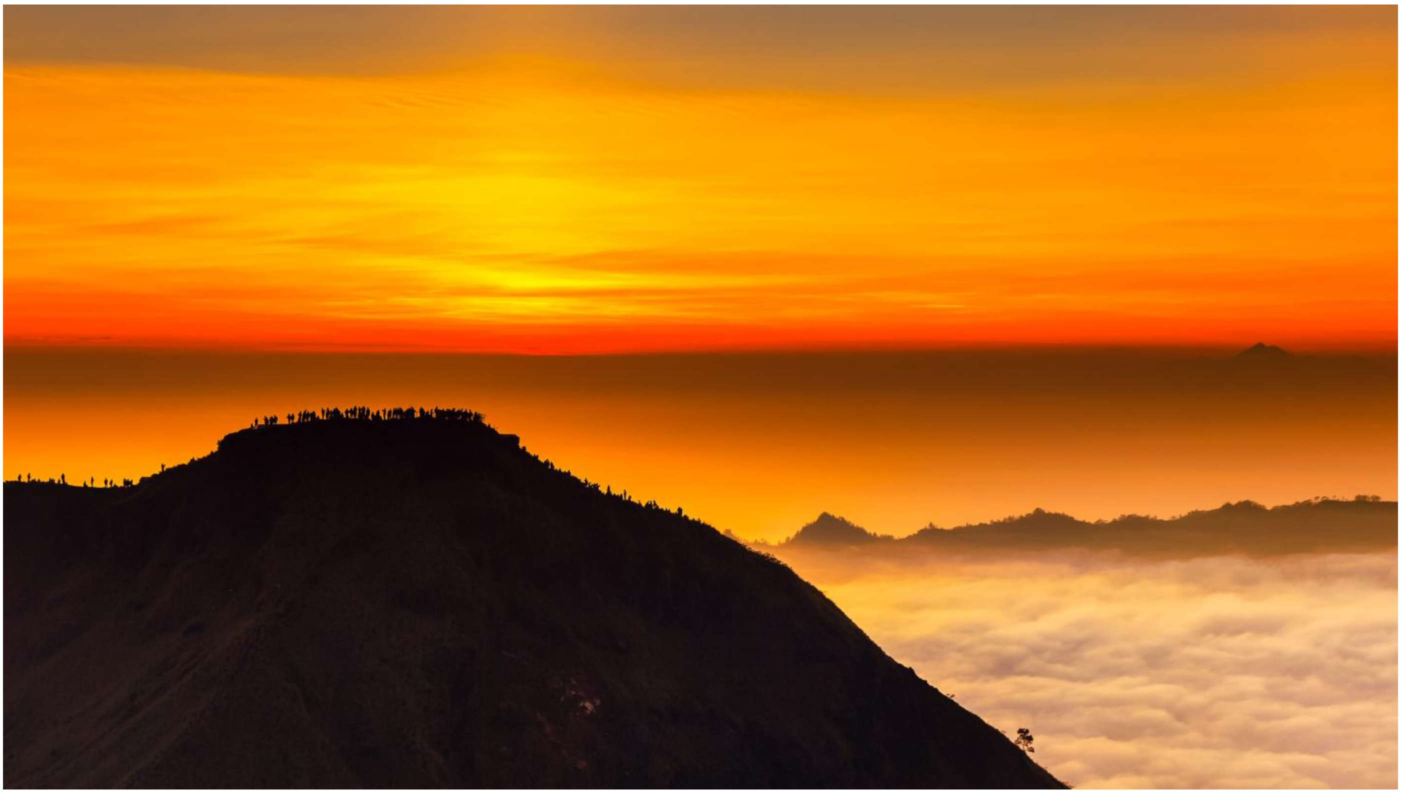
Indonesia has introduced a temporary Condition Assessment Scheme for single hull and single bottom oil tankers, allowing Indonesian-flagged vessels to continue operating beyond the 1 July 2026 phase-out deadline pending formal regulatory amendments.

Thailand has expanded its regulatory framework for carriage by air, with a new ministerial regulation increasing minimum liability insurance requirements for carriers acting as air freight forwarders. Thai exporters are also contending with the indirect effects of the Middle East conflict on shipping routes and freight costs, prompting the Ministry of Commerce to introduce proactive monitoring and mitigation measures. Furthermore, the imposition of a 12.5% US tariff under section 301 of the Trade Act presents additional challenges for Thai businesses exporting to the US market.

As these developments illustrate, the regulatory and legal environment for shipping in Southeast Asia is evolving rapidly, and businesses operating in the region must be prepared to adapt. We encourage businesses to review the detailed updates in this publication and to assess how these changes may affect their operations, contractual arrangements, and risk management strategies.

Should you have any queries or require advice on any of the matters discussed, please do not hesitate to contact our regional team. We are here to help you stay ahead of the curve.

Indonesia



1. New DGST Circular Introduces Temporary Condition Assessment Scheme for Indonesian-Flagged Single Bottom/Single Hull Oil Tankers

Vessels – Conditional Assessment Scheme

The Directorate General of Sea Transportation of the Ministry of Transportation ("**DGST**") issued Circular Letter No. SE-DJPL 14 of 2026 dated 30 June 2026 ("**Circular**"), addressed to port authority offices, navigation districts, and related units. The Circular introduces a temporary, risk-based Condition Assessment Scheme ("**CAS**") allowing Indonesian-flagged oil tankers with single bottom and/or single hull construction to keep operating in Indonesian waters beyond the cut-off date of 1 July 2026 set under Minister of Transportation Regulation No. PM 29 of 2014 (as amended by PM 24 of 2022). The Circular also provides interim CAS implementation guidance for DGST units during the transition.

For affected tanker owners and operators, the key action item is to submit a CAS implementation plan to DGST (through the Directorate of Shipping and Seafarers). The CAS plan should cover (i) the planned docking or special survey schedule; (ii) the structural inspection scope; and (iii) the party conducting the inspection, whether it be the vessel safety inspector or the classification society.

Alongside the CAS plan, owners/operators must submit an end-of-life plan setting out the CAS/docking schedule through the end of the vessel's operational life and committing to one of three final dispositions:

- ceasing operation of the vessel;
- upgrading its construction to double bottom/double hull; or

- converting the vessel so it is no longer used as an oil tanker.

Owners/operators must also:

- make the tanker available in dry dock with the access, documents, and technical data needed for the CAS survey;
- act on any resulting recommendations (which may include repairs or operational restrictions); and
- update the end-of-life plan whenever the operational plan, technical status, or final disposition changes.

Port authorities and classification society surveyors will play supporting roles in monitoring, conducting the technical CAS inspections, and reporting to DGST.

Please keep in mind that the CAS scheme is a temporary administrative measure only, pending formal revision of PM 24 of 2022, and does not change existing vessel safety certification and oversight requirements.

Malaysia

1. Development of International Commercial and Admiralty Division

Judiciary – International Commercial and Admiralty Division

In March 2026, the Chief Justice of Malaysia announced the launch of the International Commercial and Admiralty Division ("**ICAD**") – a specialised court to conduct all cases registered at the High Court of Malaya at Kuala Lumpur involving:

- international commercial cases involving any company incorporated overseas; and
- admiralty cases.

Parties who bring their disputes before ICAD can expect their dispute to be adjudicated by judges with expertise in complex commercial and admiralty matters. In conjunction with the launch of ICAD, an additional commercial panel has also been established at the Court of Appeal in anticipation of a potential surge in appeals arising from ICAD.

As the Chief Justice highlighted in his opening speech, the launch of ICAD signals that Malaysia is taking its position as a maritime nation seriously, with courts that are fully equipped to handle maritime commerce disputes of considerable complexity and value.

2. Proposed Amendments to Malaysia's Admiralty Jurisdiction Legislation

Legislation – Admiralty jurisdiction

The Admiralty Jurisdiction Bill 2026 ("**Bill**") was tabled for its first reading in the Dewan Rakyat (House of Representatives) on 13 July 2026. The Bill seeks to modernise Malaysia's maritime legal framework in line with international best practices and enhance the country's competitiveness as a global maritime hub. It proposes to confer admiralty jurisdiction on the Malaysian High Court, replacing Malaysia's current reliance on the United Kingdom's Senior Courts Act 1981 (formerly the Supreme Courts Act 1981).

The Bill has since been referred to the Dewan Rakyat Special Select Committee for further review and scrutiny. The committee has three months to conduct a comprehensive review of the Bill before submitting recommendations to Parliament. As such, the provisions may be subject to further amendment and finetuning.

The Bill seeks to confer on the High Court admiralty jurisdiction over twenty-three categories of claims or disputes, including:

- **Ownership and possession**: claims relating to possession, title, or ownership of a ship, and disputes between co-owners as to possession, employment, or earnings.
- **Mortgages and charges**: claims in relation to mortgages or charges on ships.
- **Damage claims**: claims for damage received by a ship and damage done by a ship (including environmental damage from oil pollution).
- **Personal injury and loss of life**: claims arising from (i) defects in a ship or its apparel/equipment, or (ii) wrongful acts, neglect, or defaults of owners, charterers, seafarers, or other responsible persons in the navigation, management, loading, unloading, or carriage of goods and persons.
- **Collision and manoeuvre claims**: claims for damage, loss of life, or personal injury arising from collisions, failure to carry out manoeuvres, or non-compliance with collision regulations.
- **Cargo and carriage**: claims for loss of or damage to goods carried on a ship, and claims arising out of agreements relating to carriage of goods by sea or use/hire of a ship.
- **Sale of ships**: disputes arising from contracts for the sale of a ship.
- **Insurance premiums**: claims for insurance premiums in respect of the ship payable by the owner or demise charterer.
- **Salvage, towage, and pilotage**: claims for salvage of a ship or aircraft within territorial waters, towage, and pilotage.
- **Supplies and services**: claims for goods, materials supplied, or services rendered for the operation, management, preservation, or maintenance of a ship.
- **Limitation of liability**: disputes relating to action taken under any written law for limiting the amount of liability in connection with a ship or other property.
- **Seafarer employment claims**: claims by seafarers for wages, other payments or property due, and claims against insurance providers for statutory repatriation obligations.
- **Disbursements, general average, and bottomry**: claims by masters, shippers, charterers, or agents for disbursements, general average acts, and bottomry.
- **Forfeiture and condemnation**: claims for the forfeiture or condemnation of a ship or goods carried, or restoration after seizure, or droits of admiralty.

- **Wreck removal**: claims for costs and expenses of raising, removing, recovering, destroying, or rendering harmless a sunk, wrecked, stranded, or abandoned ship, including preservation of such a ship and maintenance of its crew.

The Bill also empowers the High Court to order the sale of a ship or share therein to settle outstanding accounts between co-owners, issue warrants of arrest against ships or property to secure claims, and order the sale of ships, aircraft, or other property.

The Bill sets out the modes of exercise of the High Court's admiralty jurisdiction, including when claims can be commenced in personam or in rem.

- **Actions *in personam***: All claims or disputes under the Bill may be commenced as an action *in personam*, subject to certain restrictions (such as restrictions on collision-related claims).

- **Actions *in rem***:
    - Certain claims may be commenced as actions *in rem* directly against the relevant ship or property. This includes claims relating to possession, ownership, mortgage, and forfeiture.
    - For other specified claims, an action *in rem* may be brought against the ship connected with the claim — or against any of the liable party's "sister ships" — provided that, at the time the action is brought, the liable party is either the beneficial owner of all shares in the ship or the bareboat charterer. This includes claims relating to damage done by a ship, cargo, sale of ships, supplies, seafarer employment, and general average.
    - Where a ship or property has been sold under the Bill, actions *in rem* may be brought against the proceeds of sale held by the High Court.

Singapore

1. Singapore Court Affirms Pro-Arbitration Approach to Enforcing an Award Against an Arrested Ship

Dispute resolution – Arbitration

When a maritime dispute arises, a claimant often chooses to arrest a ship to obtain security for its claims, such right being a strategic advantage accorded by statutory regimes in many jurisdictions of the common law tradition. Such proceedings are known as admiralty actions *in rem*, meaning that the proceedings are against the ship itself.

Where the underlying maritime claims are subject to an arbitration agreement, as is commonplace, the admiralty *in rem* proceedings are often stayed in favour of arbitration between the parties. If the claimant is successful in the arbitration, it would then seek to enforce the arbitral award against the ship (or its sale proceeds, if the ship has been judicially sold). However, awards are generally rendered against named defendants *in personam* – that is, against a *person*. Can such an award be enforced in admiralty actions *in rem* commenced against a *ship*? Would the award extinguish the *in rem* claim, leaving the beneficiary of the award with no way to access the fruits of its victory? That was the question which the Singapore High Court had occasion to elucidate.

In *The "Yangtze Harmony"* [2026] SGHC 3, the Court noted that these issues had not been the subject of any reported decision in Singapore (or indeed, anywhere in the Commonwealth), and addressed this gap in the law in an eminently sensible and pro-arbitration manner. If arbitral awards were held to extinguish *in rem* claims, this result would: (i) undermine the fundamental purpose of admiralty *in rem* actions as a means of securing maritime claims; and (ii) defeat the very purpose of the enforcement framework under the Singapore International Arbitration Act 1994, thereby counterintuitively placing unwarranted obstacles in the path of the beneficiary of the award. In the circumstances, the Court lifted the stay of proceedings in the action and ordered for judgment *in rem* to be entered in terms of the arbitral award, without resort to a common law "suit on the arbitral award".

This decision exemplifies the Singapore courts' consistently pragmatic and pro-arbitration approach to the enforcement of awards, ensuring that such security as is obtained through a ship arrest remains meaningful and effective to the successful creditor. The decision also underscores two key assurances for maritime claimants and arbitration users alike. First, security truly remains available for enforcement. Second, award creditors will not be denied the fruits of their victory.

The Claimant was successfully represented by Partners Kendall Tan and Aleksandar Georgiev from Rajah & Tann Singapore. For more information, please see our full Legal Update here.

2. MPA Sets Out AI and Technology Initiatives for Maritime Industry

Policy – Technology and artificial intelligence

As part of continuous efforts to modernise Singapore's maritime industry, the Maritime and Port Authority of Singapore ("**MPA**") has set out a series of initiatives relating to technology and artificial intelligence ("**AI**").

- **Singapore Maritime Technology & Research Roadmap:** MPA and the Singapore Maritime Institute launched the new edition of the Singapore Maritime Technology & Research Roadmap. The 2026 roadmap sets out four key areas for action: (i) autonomous port operation; (ii) safe and efficient delivery of alternative energy; (iii) smart ships; and (iv) intelligent and integrated port services.

- **MOU on AI Adoption:** MPA and the Singapore Shipping Association have signed a Memorandum of Understanding ("**MOU**") to accelerate the adoption of AI among maritime companies in Singapore to improve productivity and strengthen competitiveness.

- **MOU on Global Maritime Transition in Decarbonisation and Digitalisation:** MPA has signed a MOU with the United Nations Conference on Trade and Development ("**UNCTAD**") to support maritime decarbonisation and digitalisation efforts globally. MPA and UNCTAD will work together to share knowledge and best practices in areas such as sustainable finance and manpower development.

- **Launch of OCEANS-X:** MPA has launched OCEANS-X, a new data and Application Programming Interface exchange platform. It enables secure system-to-system connectivity across the maritime ecosystem, allowing maritime companies and government agencies to exchange trusted data directly.

For more information, please see our full Legal Update here.

3. Launch of TradeTrust Readiness Programme

Trade – Bills of lading

Singapore has been making a concerted effort to develop interoperable digital trade in Singapore, targeting real-world business adoption. In the maritime sector, the adoption of electronic Bills of Lading ("**eBLs**") has been hindered by a lack of coordination across carriers and digital trade platforms, which has slowed industry take-up. To address this, the Infocomm Media Development Authority ("**IMDA**") has launched the TradeTrust Readiness Programme, which seeks to accelerate the adoption of digital trade solutions in the maritime sector.

The programme will support partnerships between Digital Trade Platforms ("**DTPs**") and shipping carriers to demonstrate that eBLs can be used effectively across different digital platforms. Each participating pair will receive funding support upon prescribed milestones. The programme will run from February 2026 to March 2027. It is open to DTP-carrier pairs where the lead applicant is a Singapore-registered enterprise, with international partners eligible to participate.

In a sign of further industry validation of TradeTrust's role as a trusted industry framework, four TradeTrust-enabled platforms have achieved approval from the International Group of Protection and Indemnity Clubs, giving electronic trade documents the same legal status as paper documents for insured maritime trade.

For more information, please see our full Legal Update here.

4. Green and Digital Shipping Corridor: Singapore, Los Angeles, and Long Beach Ports Renew MOU

Trade – Decarbonisation and digitalisation

The Maritime and Port Authority of Singapore ("**MPA**"), Port of Los Angeles ("**POLA**"), and Port of Long Beach ("**POLB**") have renewed their MOU on the Green and Digital Shipping Corridor for another three years. The renewal reinforces the ports' commitment to decarbonisation and digitalisation along the Trans-Pacific route, one of the world's busiest container trade lanes.

Since the corridor's launch, several milestones have been achieved, including:

1. the completion of a baseline study in 2024 and the onboarding of industry partners to explore potential pilot trials;
2. the establishment of workstreams to advance pilot initiatives in alternative fuels, digitalisation, and energy efficiency;
3. the advancement of alternative fuels bunkering capabilities, with MPA completing methanol bunkering trials and awarding methanol bunkering supply licences, and POLA and POLB preparing for a methanol pilot in 2026; and
4. port-to-port data exchange testing and pilot collaborations with Mitsui O.S.K. Lines.

Under the renewed MOU, MPA, POLA and POLB will continue working with the maritime industry to deploy low- and zero-emission fuels and digital solutions. This includes supporting fuel supply and infrastructure, developing pilot and demonstration projects, strengthening port-to-port data connectivity, and promoting interoperability, cybersecurity, and common standards.

For more information, please see our full Legal Update here.

5. Court of Appeal Sets Out Timeline of Limitation Period in Arbitral Award Enforcement

Dispute resolution – Arbitration

In commercial arbitration, obtaining an award doesn't mark the end of a dispute; efforts should then turn to the effective enforcement of the award. To encourage timely enforcement and provide certainty for disputants, the enforcement of an arbitral award is typically subject to a statutory limitation period.

In Singapore, section 6(1)(*c*) of the Limitation Act 1959 ("**LA**") provides that any action to enforce an award shall not be brought after the expiration of six years from the date on which the cause of action accrued. In *Pacmar Shipping Pte Ltd v South of England Protection and Indemnity Association (Bermuda) Ltd (in liquidation)* [2026] SGCA 20, the Singapore Court of Appeal considered key questions relating to the timeline under this limitation period, including: (i) when does the limitation period start to run; and (ii) when does the limitation period stop running?

The dispute involved an arbitral award obtained in favour of the respondent. On the eve of the expiry of the six-year period (calculated with reference to the date of the award), the respondent obtained a court order to recognise and enforce the award. The Court of Appeal upheld the order, finding that the enforcement of the award was not time-barred.

In reaching its decision, the Court clarified that, for purposes of section 6(1)(*c*) of the LA:

1. Time should start to run from the date when the award was not honoured rather than from the date of the award; and
2. Time stops running when the enforcement action is commenced, and not when it is served or the time limit to apply to set aside the recognition order has elapsed.

For more information, please see our full Legal Update here.

6. High Court Draws Sharp Distinction Between Compensatory and Preventive Indemnities under SALEFORM 2012

Dispute resolution – SALEFORM 2012

In *Aquilo Shipping Inc v SRTT Marine Trading & Services Pte Ltd* [2026] SGHC 79, the Singapore High Court considered, among other issues, whether Clause 9 of the Norwegian Saleform 2012 ("**SALEFORM 2012**") required a seller of a vessel to furnish security to procure the vessel's release following its arrest for a pre-delivery claim.

The Court drew a distinction between *compensatory* indemnities, which require the indemnifier to reimburse the indemnified party for loss suffered, and *preventive* indemnities, which require the indemnifier to intercede and take preventive measures on behalf of the indemnified party to keep the indemnified party harmless against loss. The Court held that the indemnity in Clause 9 was *compensatory*, not preventive, and that the seller was not obligated to put up security to prevent or lift an arrest, even where the arrest arises from a pre-delivery claim.

This decision underscores the fact that broad indemnity language does not, without more, give rise to preventive obligations for a seller to furnish security or intervene in post-delivery third-party proceedings. Buyers acquiring vessels under SALEFORM 2012 must therefore proceed on the basis that they would have to furnish security in the event of an arrest arising from pre-delivery claims and seek reimbursement from the seller thereafter for its expenses and losses.

To better protect themselves, buyers are advised to amend Clause 9 of the SALEFORM 2012 to expressly require the seller to provide security when the buyer is met with a security demand from an arresting party for pre-delivery claims.

Buyers are also encouraged to conduct thorough due diligence on the seller and the vessel, including writ searches, before signing the sale and purchase contract and taking delivery of the vessel.

For more information, please see our full Legal Update here.

Thailand

1. Issuance of Ministerial Regulation on Liability Insurance of Carrier Engaging Carriage by Air

Insurance – Carriers

On 27 January 2026, the Ministry of Transport issued the Ministerial Regulation on Liability Insurance of Carrier Engaging Carrier by Air (No. 2) B.E. 2569 (2026) ("**Regulation**") under the International Carriage by Air Act B.E. 2558 (2015) ("**Act**"). The Regulation has been in force since 27 February 2026.

Scope and Applicability

The amendment applies to "carriers" as defined under the Act, namely any person who undertakes carriage by air for remuneration in the ordinary course of business, whether acting as a contracting carrier or an actual carrier, and including any person who transports passengers, baggage, or cargo by aircraft.

In this context, the requirement specifically applies to carriers acting as air freight forwarders who issue a house air waybill, whether: (i) in their own name; or (ii) through another person acting on their behalf.

The amendment expands the scope to cover carriers issuing house air waybills, either directly or through agents, and increases the minimum liability insurance requirement from THB 10 million to THB 15 million.

Practical Implications

The amendment ensures that carriers acting as freight forwarders and issuing house air waybills maintain sufficient insurance coverage to meet their expanded liability exposure, thereby improving the likelihood that customers will be adequately compensated.

2. Impact of the Middle East Conflict on Thailand's Shipping and Export Sectors

Policy – Shipping

The ongoing conflict in the Middle East is expected to affect Thailand mainly through indirect channels, as Thailand's direct trade exposure to the affected region remains limited. Key risks include rising freight rates, higher marine insurance premiums, longer transit times, tighter container availability, and volatile energy prices.

These pressures may increase production and transportation costs for Thai exporters, particularly on routes affected by vessel rerouting and schedule disruptions. The Ministry of Commerce has therefore noted that logistics disruptions and price transmission risks should be closely monitored.

To mitigate these risks, the Ministry of Commerce has introduced six proactive measures, particularly relevant to international trade and logistics:

- Price management and anti-profiteering controls;
- Diversification of raw material sources;
- Exporter support and logistics management;
- Coordination with shipping lines and logistics providers;
- Enhanced role of commercial attachés; and
- Monitoring of inflation and price stability.

Transport-Sector Monitoring Measures

In parallel, the government has established a logistics "war room" to closely monitor developments and coordinate responses across agencies. The Ministry of Transport has provided instructions to relevant authorities, particularly the Marine Department.

For more details, please see our full Legal Update here.

3. Potential Impact of the Proposed 12.5% US Tariff on Thai Exports

International trade – Customs and tariffs

US Tariff Framework

Thailand was previously subject to a 10% United Stated ("**US**") tariff under Section 122 of the Trade Act of 1974 (19 U.S.C. 2132), which expired on 24 July 2026. US has now implemented a new tariff regime under section 301 of the Trade Act, based on alleged failures by trading partners to prevent goods produced with forced labour from entering global supply chains.

Under this framework, Thailand has been placed in the 12.5% tariff tier, representing an increase from the previous 10% rate. This reflects the US view that Thailand has not yet sufficiently implemented or enforced a prohibition on forced-labour imports.

Competitive Impact and Scope of Application

The measure places Thailand at a relative disadvantage compared to certain regional competitors. Countries such as Malaysia, Cambodia, and Indonesia fall within the lower 10% tariff tier, which may make their exports more competitive in the US market.

In terms of scope, the tariff is broad and country-based, applying to most goods originating from Thailand unless specific exclusions apply. Accordingly, the key concern is not only the increase from 10% to 12.5%, but also the widening competitive gap with other exporting countries benefiting from lower tariff rates.

Practical Implications

Thai exporters should proactively assess their exposure, identify any applicable exclusions, and evaluate supply chain risks relating to forced-labour concerns. Businesses should also prepare for potential pricing, contractual and sourcing adjustments for exports to the US market.

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