

RULES FOR C.I.F. CONTRACTS /WARSAW-OXFORD RULES/ ADOPTED BY
THE OXFORD CONFERENCE OF AUGUST 12, 1932.

/TEXT OF THE WARSAW RULES REVISED IN COLLABORATION WITH THE
INTERNATIONAL CHAMBER OF COMMERCE./

RULE 7.

Duties of Seller as to Bill of Lading.

/I/ It shall be the duty of the seller to procure, at his own cost, a contract of carriage that is reasonable having regard to the nature of the goods and the terms current on the contemplated route or in the particular trade. The said contract of carriage must, subject to the usual or customary exceptions therein contained, provide for the delivery of the goods at the contractual destination. Moreover, the said contract of carriage must, except as hereinafter provided, be evidenced by a "shipped" bill of lading, in good merchantable order, issued by the shipowner or his official agent or pursuant to a charter-party, duly dated and bearing the name of the ship.

/II/ Where the contract of sale or the usage of the particular trade so allows, the contract of carriage may, subject to the provisions and qualifications hereinafter contained, be evidenced by a "received for shipment" bill of lading or similar document, as the case may be, in good merchantable order, issued by the shipowner or his official agent, or pursuant to a charter-party, and in such circumstances such "received for shipment" bill of lading or similar document shall for all purposes be deemed to be a valid bill of lading, and may be tendered by the seller accordingly. Moreover, in all cases where such a document has been duly noted with the name of the ship and the date of shipment, it shall be deemed in all respects equivalent to a "shipped" bill of lading.

/III/ When the seller is entitled to tender a "received for shipment" bill of lading, he must, subject to the provisions of Rule 2 /II/, provide and have goods of the contractual description effectively delivered into the custody of the carrier at the port of shipment for transportation to the buyer with all reasonable dispatch.

/IV/ When the seller is entitled by the terms of the contract of sale or by the usage of the particular trade to tender a "through" bill of lading, and such document involves part land

PRAVILA ZA UGOVORE CIF /VARŠAVSKO-OXFOARDSKA PRAVILA/ PRIHVACENA
NA KONFERENCIJI U OXFORDU, 12. KOLOVOZA 1932.

/TEKST VARŠAVSKIH PRAVILA REVIDIRAN U SURADNJI S MEDJUNARODNOM
TRGOVINSKOM KOMOROM/

PRAVILA 7.

Dužnosti prodavaoca u pogledu teretnice

/I/ Prodavalac će biti dužan pribaviti, na svoj trošak, ugovor o prijevozu s razumnim uvjetima obzirom na vrstu robe i uobičajene uvjete na tom putu ili u toj trgovinskoj struci. Taj ugovor o prijevozu mora, pod rezervom redovitih ili uobičajenih iznimaka koje su u njemu sadržane, osigurati isporuku robe na ugovorenom odredištu. Osim toga, postojanje takvog ugovora o prijevozu robe mora, osim onoga što je u daljem tekstu predvidjeno, biti dokazano teretnicom s klauzulom "ukrcano" u dobrom stanju za prodaju, koju teretnicu treba izdati brodovlasnik ili njegov službeni agent, a mora biti suglasna jednom čarteru, propisno datirana i nositi ime broda.

/II/ Ondje gdje kupoprodajni ugovor ili običaji posebne trgovinske grane to dopuštaju, ugovor o prijevozu može, pod rezervom odredaba i oscibira koje su u dalnjem tekstu sadržane, biti dokazan teretnicom s klauzulom "primljeno za ukrcaj", u dobrom stanju za prodaju, ili sličnim dokumentom, već prema tome kakav je slučaj. Teretnicu treba da je izdao brodovlasnik ili njegov službeni agent, a mora biti suglasna jednom čarteru, pa će se u takvim okolnostima takova teretnica s klauzulom "primljeno za ukrcaj", ili slični dokument, smatrati za svaku svrhu valjanim, i prodavalac ju može kao takvu predati. Osim toga, u svim slučajevima kad je na takovom dokumentu uredno naznačeno ime broda i datum ukrcaja, on će se u svakom pogledu smatrati izjednačenim s teretnicom "ukrcano".

/III/ Kad je prodavalac ovlašten da predstavi teretnicu "primljeno za ukrcaj", on mora, pod uvjetima odredaba sadržanih u Pravilu 2 /II/, osigurati efektivnu predaju robe ugovorenog opisa na čuvanje vozaru u luci ukrcaja radi čim skrije otpreme kupcu.

/IV/ Ako je prodavalac prema uvjetima ugovora ili prema običajima u toj grani trgovine ovlašten da prema "direktnu" teretnicu, a takav dokument obuhvaća djelomično kopneni a djelomično

and part sea transit, and should the carrier who issues the "through" bill of lading be a land carrier, the seller must, subject to the provisions of Rule 2 /II/, provide and have goods of the contractual description effectively delivered into the custody of the said carrier for transportation to the buyer with all reasonable dispatch.

Goods shall not be transmitted by inland waterways unless the seller is entitled by the terms of the contract of sale or by the usage of the particular trade to employ that means of transportation.

The seller shall not be entitled to tender a "through" bill of lading providing for part land and part sea transit where the contract of sale calls for sea transit only.

/V/ When the goods are carried under a "through" bill of lading this document must provide for the full and continuous protection of the buyer from the moment the risk is transferred to the buyer in accordance with the provisions of Rule 5 throughout the whole of the transit, in respect of any legal remedy to which the buyer may be entitled against each and any of the carriers who shall have participated in the carriage of the goods to the point of destination.

/VI/ If a particular route is stipulated by the contract of sale, the bill of lading or other document validly tendered as evidencing the contract of carriage must provide for the carriage of the goods by that route, or if no route has been stipulated in the contract of sale, then by a route followed by the usage of the particular trade.

/VII/ The bill of lading or other document validly tendered as evidencing the contract of carriage shall deal, and deal only, with the goods contracted to be sold.

/VIII/ The seller shall not be entitled to tender a delivery order or a ship's release in lieu of a bill of lading unless the contract of sale so provides.

RULE 8.

Specific Vessel-Kind of Vessel.

/I/ Should the contract of sale call for shipment by a specific vessel, or generally where the seller shall have chartered a vessel or part of vessel, and undertaken to ship the goods accordingly, the seller shall not be at liberty to provide a substitute unless and until the buyer shall have given his consent thereto. Such consent shall not be unreasonably withheld.

pomorski prijevoz, te ako je vozar koji izdaje "direktnu" teretnicu kopneni vozar, prodavalac mora pod uvjetima odredaba sadržanih u Pravilu 2 /II/ osigurati efektivnu predaju robe ugovorenog opisa na čuvanje tom vozaru radi čim skorije otpreme kupcu.

Roba se ne smije isporučivati unutarnjim vodenim putevima osim ako je prodavalac prema uvjetima ugovora ili prema običajima u toj grani trgovine ovlašten da upotrebi taj način prijevoza.

Prodavalac neće biti ovlašten da predaje "direktnu" teretnicu koja obuhvaća djelomično kopneni a djelomično pomorski prijevoz ako se u ugovoru zahtijeva samo pomorski prijevoz.

/V/ Ako se roba prevozi na temelju "direktne" teretnice, ovaj dokumenat mora osigurati punu i neprekidnu zaštitu kupcu od časa kad je na kupca prešao rizik u skladu s odredbama Pravila 5, za vrijeme cijelog prijevoza i u pogledu bilo kojeg pravnog zahjeva koji bi kupac bio ovlašten isteknuti protiv svakog i bilo kojeg od vozara koji su učestvovali u prijevozu robe do odredišta.

/VI/ Ako je kupoprodajnim ugovorom predvidjen određeni put, teretnica ili drugi u dokaz prijevoznog ugovora valjano predani dokumenat, mora osigurati prijevoz robe tim putem, ili ako u kupoprodajnom ugovoru nije ugovoren nikakav put, tada mora osigurati prijevoz putem koji je uobičajen u odnosnoj grani trgovine.

/VII/ Teretnica ili drugi valjano predani dokumenat, kao dokaz ugovora o prijevozu, mora se odnositi na robu i samo na robu koja je ugovorena da bude prodana.

/VIII/ Prodavalac neće biti ovlašten da predaje nalog za izručenje ili brodsku potvrdu o ukrcaju umjesto teretnice, osim ako je to predvidjeno u kupoprodajnom ugovoru.

PRAVILO 8.

Određeni brod - Vrst broda

/I/ Ako se kupoprodajnim ugovorom zahtijeva ukrcaj na određeni brod, ili ako je prodavalac već bio unajmio brod ili dio broda i preuzeo obavezu da u skladu s time ukrcat će robu, prodavalac neće biti ovlašten da izvrši zamjenu broda sve dok mu kupac ne dade svoj pristanak na to. Takav pristanak ne smije se bezrazložno uskratiti.

/II/ Where the contract of sale calls for shipment by steamer /unnamed/ the seller may transmit the goods to the buyer either by steamer or by motor vessel, all other conditions being equal.

/III/ If there is no provision made in the contract of sale as to the kind of vessel to be employed, or if a neutral term such as "vessel" is used therein, the seller shall be entitled, subject to any usage of the particular trade, to ship the goods on the kind of vessel by which similar goods are in practice shipped on the contemplated route.

RULE 9.

Freight Payable at Destination.

On arrival of the goods at the point where they are finally discharged for delivery to the buyer, the buyer is bound to pay any unpaid freight which may be due to the carrier. The buyer shall be entitled to deduct the amount of any such payment which he may be called upon to make from the amount he has contracted to pay for the goods, unless the seller shall already have made proper allowance in respect of such unpaid freight in the invoice tendered to the buyer.

If the seller should have to pay any unpaid freight which may be due to the carrier, because tender of the documents is unavoidably made after the arrival of the goods, he may recover the amount thereof from the buyer.

Subject to the provisions of Rule 10, the buyer shall in no case be called upon to pay a larger sum in respect of unpaid freight than will make up the amount which he has contracted to pay for the goods.

RULE 10.

Import Duties, Etc.

The payment of customs duties and charges payable for the goods or of expenses incurred in respect of such goods during the course of transit to or after their arrival at the port of destination forms no part of the obligations of the seller, unless such expenses shall be included in the freight. If the seller should have to pay such duties and charges and/or any expenses not included in the freight, because tender of the documents is unavoidably made after arrival of the goods, he may recover the amount thereof from the buyer.

/II/ Ako se kupoprodajnim ugovorom zahtijeva ukrcaj na parobrod /bez naznake imena/, prodavalac može prevesti robu kupcu bilo parnim, bilo motornim brodom, s tim da svi ostali uvjeti ostanu isti.

/III/ Ako u kupoprodajnom ugovoru nema odredaba u pogledu vrsti broda koji treba upotrijebiti, ili ako je u njemu upotrijebljen neutralni izraz kao što je "brod", prodavalac će biti ovlašten, uz rezervu bilo kojeg običaja u odnosnoj grani trgovine, da ukrcat će robu na takav brod kojim se obično na tom putu prevozi slična roba.

PRAVILO 9.

Vozarina plativa na odredištu

Prilikom prispjeća robe na mjesto gdje će biti konačno iskrcana radi isporuke kupcu, kupac je dužan platiti svaki iznos neplaćene vozarine, koji bi mogao pripadati vozaru. Kupac će biti ovlašten da svaki takav iznos isplate koja bi se od njega zahtijevala odbije od iznosa koji po ugovoru mora platiti za robu, osim ako je prodavalac već izvršio razmjerno smanjenje za takvu neplaćenu vozarinu u računu predanom kupcu.

Ako bi prodavalac morao platiti bilo koji iznos neplaćene vozarine koji bi pripadao vozaru, zbog toga što se predaja dokumenata neizbjježno vrši tek nakon prispjeća robe, on može takav iznos naplatiti od kupca.

Pod rezervom odredaba sadržanih u Pravilu 10, kupac ni u kojem slučaju neće biti dužan platiti veći iznos za neplaćenu vozarinu od iznosa koji je ugovorio da plati za robu.

PRAVILO 10.

Uvozne dažbine, itd.

Ne spada u prodavačevu obavezu plaćanje carina i drugih troškova koje treba za robu platiti, ili troškova koji su nastali u vezi s tom robom za vrijeme prijevoza do prispjeća u odredišnu luku, ili nakon toga, osim ako te troškove treba uključiti u vozarinu. Ako bi prodavalac morao platiti takve carine i troškove i/bilo kakav trošak koji nije uključen u vozarinu, zbog toga što se predaja dokumenata neizbjježno vrši nakon prispjeća robe, on može taj iznos naplatiti od kupca.

RULE 11.

Duties of the Seller as to Condition of Goods.

/I/ The goods contracted to be sold must be shipped or delivered into the custody of the carrier, as the case may be, in such a condition as, subject to risk of deterioration, leakage or wastage in bulk or weight inherent in the goods /and not consequent upon the goods having been defective at the time of shipment or of delivery into the custody of the carrier, as the case may be, or incident to loading or transit/ would enable them to arrive at their contractual destination on a normal journey and under normal conditions in merchantable condition. In allowing for ordinary deterioration, leakage, or inherent wastage in bulk or weight, due regard shall be had to any usage of the particular trade.

/II/ Where the goods contracted to be sold are already afloat or have been delivered into the custody of the carrier, as the case may be, at the time the sale is made, or where the seller in the exercise of any right to which he may be entitled to that effect purchases goods of the contractual description afloat in order to fulfil his contract, it is an implied condition in the contract of sale that the goods have been shipped or delivered into the custody of the carrier, as the case may be, in accordance with the provisions of the preceding paragraph.

/III/ Should any dispute arise as to the condition of the goods at the time of shipment or delivery into the custody of the carrier, as the case may be, and in the absence of any certificate issued in accordance with the terms of the contract of sale, with the usage of the particular trade, or with the provisions of Rule 15, the quality, the description and state, and/or the weight or quantity of the goods shall be determined according to their condition at the time they were loaded on board the vessel, or, should the seller be entitled in accordance with the provisions of Rule 7 /III/ and /IV/ in lieu of shipment to deliver the goods into the custody of the carrier, at the time such delivery has effectively taken place.

RULE 12.

Duties of the Seller as to Insurance.

/I/ It shall be the duty of the seller to procure at his own cost from an underwriter or insurance company of good repute a policy of marine insurance, evidencing a valid and subsisting contract, which shall be available for the benefit of the buyer, covering the goods during the whole of the course of transit contemplated in the contract of sale, including customary

PRAVILA 11.

Prodavacove dužnosti u pogledu stanja robe

/I/ Roba koja je predmet kupoprodaje mora biti ukrcana ili predana na čuvanje vozaru u takvom stanju da - osim u slučaju rizika kvarenja, curenja ili gubitka u zapremnini ili težini, kojima je uzrok sama priroda robe /a nije posljedica defektnosti koja je postojala u vrijeme ukrcanja ili predaje na čuvanje vozaru, niti posljedica dogadjaja prilikom ukrcavanja ili prijevoza/, - može stići na ugovorenodrediste u normalnom putovanju i pod normalnim uvjetima u stanju sposobnom za trgovinu. U priznavanju redovnog kvara, curenja ili prirodnog gubitka u zapremnini ili težini, morat će se voditi računa o eventualnim običajima u toj grani trgovine.

/II/ Kad je roba koja je predmet kupoprodaje već na moru ili je u vrijeme kada je zaključena kupoprodaja, već bila predana na čuvanje vozaru, ili ako prodavalac u vršenju bilo kojeg prava koje bi ga na to ovlastilo kupi robu ugovorenog opisa koja je već na moru radi izvršenja svog ugovora, smatra se da ugovor o kupoprodaji sam po sebi sadrži uvjet da je roba bila ukrcana ili predana na čuvanje vozaru, u skladu s odredbama prethodnog stava.

/III/ Ukoliko bi nastao bilo kakav spor u pogledu stanja robe u vrijeme ukrcanja ili u vrijeme predaje na čuvanje vozaru, a u pomanjkanju bilo kakvog certifikata izdanog u skladu s kupoprodajnim ugovorom, s običajima odnosne trgovinske grane ili s odredbama Pravila 15, kvalitet, opis i stanje, i/ili težina ili količina robe odredit će se prema stanju iste u vrijeme kad je bila ukrcana na brod, ili, ako bi prodavalac u skladu s odredbama Pravila 7 /III/ i /IV/ umjesto ukrcanja imao pravo da predra robu na čuvanje vozaru, onda će se odrediti u vrijeme kad je ta predaja stvarno uslijedila.

PRAVILA 12.

Prodavacove dužnosti u pogledu osiguranja

/I/ Prodavalac će biti dužan na svoj trošak pribaviti od osiguratelja, ili osiguravajućeg poduzeća dobroga glasa, policu pomorskog osiguranja, u dokaz postojanja punovažnog ugovora, kojim se kupac može koristiti, za pokrice robe tokom čitavog prijevoza uvjetovanog u kupoprodajnom ugovoru, uključivši i

transhipment, if any. Subject to the next succeeding paragraph and to any special provision in the contract of sale, the policy must afford the holder thereof complete and continuous contractual protection against all those risks that are by the usage of the particular trade or on the contemplated route insured against at the time of the shipment of the goods or their delivery into the custody of the carrier, as the case may be.

The seller shall not be bound to procure a policy covering war risks unless /a/ special provision to this effect shall have been made in the contract of sale, or /b/ the seller shall have received prior to the shipment of the goods or their delivery into the custody of the carrier, as the case may be, notice from the buyer to procure a policy covering such risks. Unless such special provision shall have been made in the contract of sale, any additional cost of procuring a policy covering war risks shall be borne by the buyer.

/II/ Should the policy not be available when the documents are tendered a Certificate of Insurance issued by an underwriter or insurance company of good repute in relation to a policy of insurance as above defined, which reproduces the essential terms and conditions of the policy in so far as they concern the goods mentioned in the bill/s/ of lading and invoice/s/ and conveys to the holder thereof all the rights under the policy, shall be accepted by the buyer in lieu thereof, and shall be deemed to be proof of marine insurance and to represent a policy of insurance within the meaning of these Rules. In such event the seller shall be deemed to guarantee that he will on the demand of the buyer, and with all due dispatch, produce or procure the production of the policy referred to in the Certificate.

/III/ Unless it is the usage of the particular trade for the seller to tender to the buyer an Insurance Broker's Cover Note in lieu of a policy of insurance, such a Cover Note shall not be deemed to represent a policy of insurance within the meaning of these Rules.

/IV/ The value of the goods for insurance purposes shall be fixed in accordance with the usage of the particular trade, but in the absence of any such usage it shall be the invoice c.i.f. value of the goods to the buyer, less freight payable, if any, on arrival, and plus a marginal profit of 10 per cent. of the said invoice c.i.f. value, after deduction of the amount of freight, if any, payable on arrival.

uobičajeni prekrajanje, ako ga ima. Pod uvjetima slijedećeg stava, i svih posebnih odredaba kupoprodajnog ugovora, polica osiguranja mora dati držaocu iste potpunu i neprekinutu ugovornu zaštitu prema svim onim rizika protiv kojih se prema običajima odnosne grane ili na tom putu vrši osiguranje, u vrijeme ukrcanja robe ili predaje iste na čuvanje vozaru, već prema slučaju, primio kupčevu obavijest da pribavi policu koja će pokrивati te rizike. Ako takova posebna odredba nije sadržana u kupoprodajnom ugovoru, svaki dodatni trošak za pribavljanje police koja pokriva ratne rizike morat će snositi kupac.

Prodavalac neće biti dužan pribaviti policu koja pokriva ratne rizike osim /a/ ako je u kupoprodajnom ugovoru to posebno ugovoreno, ili /b/ ako je prodavalac prije ukrcaja robe ili prije predaje iste na čuvanje vozaru, već prema slučaju, primio kupčevu obavijest da pribavi policu koja će pokrivati te rizike. Ako takova posebna odredba nije sadržana u kupoprodajnom ugovoru, svaki dodatni trošak za pribavljanje police koja pokriva ratne rizike morat će snositi kupac.

/II/ Ako u času predaje dokumenata ne bi polica bila raspoloživa, kupac će umjesto nje prihvati certifikat osiguranja, izdan od strane osiguratelja ili osiguravajućeg poduzeća dobrog glasa, koji se certifikat odnosi na policu osiguranja kakva je gore definirana. Taj će certifikat reproducirati bitne odredbe i uvjete police koliko se odnose na robu spomenutu u teretnici /teretnicama/ i fakturi /fakturama/ i njime se na držaoca prenose sva prava iz police, i smatraće se da je /takov certifikat/ dokaz o postojanju pomorskog osiguranja, i da predstavlja policu osiguranja u smislu ovih pravila. U takvom slučaju će se smatrati da prodavalac jamči da će na zahtjev kupca i s dužnom brzinom predložiti ili pribaviti predočenje police na koju se odnosi certifikat.

/III/ Ukoliko prema običajima odnosne trgovinske grane prodavalac predaje kupcu potvrdu posrednika osiguranja o pokriću umjesto police osiguranja, neće se u smislu ovih pravila smatrati da takova potvrda o pokriću predstavlja policu osiguranja.

/IV/ Vrijednost robe za svrhe osiguranja bit će utvrđena u skladu s običajima odnosne trgovinske grane, ali u pomanjkanju takovih običaja to će biti fakturna CIF vrijednost robe kupcu, po odbitku vozerine platite na odredištu, ako je ima i uvećana za 10 odsto te fakturne CIF vrijednosti, nakon odbitka vozerine koju treba platiti na odredištu, ako je ima.

RULE 13.

Notice of Shipment.

In order to give the buyer an opportunity of taking out at his own cost additional insurance either to cover risks not covered by "all those risks" contemplated in the first paragraph in Rule 12 /I/, or to cover increased value, the seller shall give notice to the buyer that the goods have been shipped, or delivered into the custody of the carrier, as the case may be, stating the name of the vessel, if possible, the marks and full particulars. The cost of giving such notice shall be borne by the buyer.

The non-receipt of such notice by, or the accidental omission to give any such notice to, the buyer shall not entitle the buyer to reject the documents tendered by the seller.

RULE 14.

Import and Export Licences, Certificates of Origin, Etc.

/I/ Should an export licence be required in order to ship goods of the contractual description, it shall be the duty of the seller at his own expense to apply for the licence and to use due diligence to obtain the grant of such licence.

/II/ Nothing contained in these Rules shall entitle the buyer to demand the tender by the seller of a certificate of origin or consular invoice in respect of the goods contracted to be sold unless /a/ it is the usage of the particular trade for either or both of these documents to be obtained, or /b/ the seller shall have been expressly instructed by the buyer, prior to the shipment of the goods or their delivery into the custody of the carrier, as the case may be, to obtain such certificates and/or such invoices. The cost of procuring these documents shall be borne by the buyer.

Should an import licence be required by the country of destination for goods of contractual description, it shall be the duty of the buyer to procure the same at his own expense and to notify the seller that such licence has been obtained prior to the time for shipment of the goods.

PRAVILA 13.

Obavijest o ukrcaju

U svrhu da bi se kupcu dala mogućnost da na svoj trošak izvrši dodatno osiguranje bilo radi pokrića rizika koji nisu pokriveni medju "svim onim rizicima" navedenima u prvom stavu Pravila 12 /I/, bilo radi pokrića povećane vrijednosti, prodavalac će obavijestiti kupca da je robu ukrcana ili da je predana na čuvanje vozaru, već prema slučaju, navodeći ime broda, ako je moguće, oznake i pune detalje. Troškove davanja takve obavijesti ima snositi kupac.

Neprimanje ove obavijesti od strane kupca ili slučajni propust da mu se takva obavijest uputi, neće ovlastiti kupca da odbaci dokumente koje prodavalac predaje.

PRAVILA 14.

Uvozno-izvozne dozvole, uvjerenja o porijeklu robe itd.

/I/ Ako je radi prijevoza robe ugovorenog opisa potrebna izvozna dozvola, bit će dužnost prodavaoca da na svoj trošak zatraži takvu dozvolu i da upotrijebi dužnu pažnju da bi takvu dozvolu dobio.

/II/ Ništa što je sadržano u ovim pravilima neće ovlastiti kupca da zatraži od strane prodavaoca predaju uvjerenja o porijeklu robe ili konzularne fakture u pogledu ugovorene robe, osim a/ ako postoji običaj u odnosnoj trgovinskoj grani da se predaje jedan ili oba ova dokumenta, ili b/ ako je kupac prodavaoca prije ukrcanja robe ili predaje iste na čuvanje vozaru, već kakav je slučaj, izričito dao uputu da pribavi takve certifikate i/ili takve fakture. Trošak pribavljanja takvih dokumenata snositi će kupac.

Ako bi kakva uvozna dozvola bila potrebna u odredišnoj zemlji za robu ugovorenog opisa, kupčeva će biti dužnost da pribavi tu dozvolu na vlastiti trošak i da obavijesti prodavaoca prije vremena predviđenog za ukrojaj robe da je takva dozvola dobivena.