United Nations A/CN.9/WG.III/WP.27



General Assembly

Distr.: Limited 30 December 2002

Original: English

United Nations Commission on International Trade Law Working Group III (Transport Law) 11th session New York, 24 March-4 April 2003

The UNCITRAL Draft Instrument on the Carriage of Goods by Sea and the other transport Conventions

Comparative tables

Note by the Secretariat

In preparation for the eleventh session of Working Group III (Transport Law), during which the Working Group is expected to proceed with its reading of the draft instrument contained in document A/CN.9/WG.III/WP.21, Professor Francesco Berlingieri submitted a table comparing the provision of the UNCITRAL draft instrument on the carriage of goods by sea with those of other transport conventions for the reference of the Working Group. The text of this extremely important reference document is reproduced as an annex to this note in the form in which it was received by the Secretariat.

V.02-60791 (E)



THE UNCITRAL DRAFT INSTRUMENT ON THE CARRIAGE OF GOODS BY SEA AND THE OTHER TRANSPORT CONVENTIONS

COMPARATIVE TABLES

TABLE OF CONTENTS

			Page
EXPLANATOR	Y NO	ГЕ	4
ABBREVIATIO	ONS		5
CHAPTER 1.	Defin	itions	6
CHAPTER 2.	Electi	ronic communications	11
CHAPTER 3.	Scope	e of application	12
	A.	General provisions	12
	B.	Charter Party	14
CHAPTER 4.	Perio	d of responsibility	16
	A.	General provisions	16
	B.	Carriage preceding or subsequent to sea carriage	17
	C.	Mixed contracts of carriage and forwarding	20
CHAPTER 5.	Oblig	ations of the carrier	25
CHAPTER 6.	Liabi	lity of the carrier	26
	6.1.	Basis of liability	26
	6.2.	Calculation of compensation	30
	6.3.	Liability of performing parties	32
	6.4.	Delay	34
	6.5.	Deviation	36
	6.6.	Deck cargo	37
	6.7.	Limits of liability	39
	6.8.	Loss of the right to limit liability	46
	6.9.	Notice of loss, damage or delay	48
	6.10.	Non-contractual claims	51
		Live animals	52

			Page
CHAPTER	7.	Obligations of the shipper	53
CHAPTER	8.	Transport documents and electronic records	58
		8.1. Issuance of the transport document or the electronic record	58
		8.2. Contract particulars	60
		8.3. Qualifying the description of the goods in the contract particulars	63
		8.4. Deficiencies in the contract particulars	67
CHAPTER	9.	Freight	69
CHAPTER	10.	Delivery to the consignee	72
CHAPTER	11.	Right of control.	79
CHAPTER	12.	Transfer of rights	85
CHAPTER	13.	Rights of suit	86
CHAPTER	14.	Time for suit	87
CHAPTER	15.	General average	91
CHAPTER	16.	Other conventions	92
CHAPTER	17.	Limits of contractual freedom	96
CHAPTER		¹ Jurisdiction and arbitration	99

¹The chapter number, if any, to be determined in the course of discussions on the Draft Instrument.

EXPLANATORY NOTE

The comparative tables that follow are arranged in the order in which the individual subjects appear in the UNCITRAL Preliminary Draft Instrument on the Carriage of Goods by Sea and the title of the chapter shown in each table is the title of the individual chapter of the Preliminary Draft Instrument.

ABBREVIATIONS

INSTRUMENT: UNCITRAL Preliminary Draft Instrument on the Carriage of Goods by Sea

HAGUE-VISBY: International Convention for the Unification of Certain Rules of Law Relating to Bills of

Lading, Brussels 1924 as amended by the 1968 and 1979 Protocols

HAMBURG: United Nations Convention on the Carriage of Goods by Sea, 1978

MULTIMODAL: United Nations Convention on International Multimodal Transport of Goods, Geneva,

24 May 1980

CMR: Convention on the Contract for the International Carriage of Goods by Road, 1956 as

amended by the 1978 Protocol

CMNI: Budapest Convention on the Contract for the Carriage of Goods by Inland Water-way, 2000

CIM-COTIF 1999: Uniform Rules concerning the Contract for International Carriage of Goods by Rail,

Appendix to the Convention concerning International Carriage by Rail, as amended by the

Protocol of Modification of 1999

WARSAW: Convention for the Unification of Certain Rules Relating to International Carriage by Air,

Signed at Warsaw on 12 October 1929 as amended by the Protocol signed at Le Hague on 28 September 1955 and by the Protocol no. 4 signed at Montreal on 25 September 1975

MONTREAL: Convention for the Unification of Certain Rules for the International Carriage by Air,

Montreal 1999

CHAPTER 1 – DEFINITIONS

***************************************	VY A CAVID A WORK	W. LANDYID G	MANAGERA	CL CD	COTTE CITATION	C) O) Y	WY A DO ANY	MONTH
INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 1 – Definitions	Article 1	Article 1 –	Article 1 –		Article 3 –	Article 1 –		
For the purposes of this	In this Convention	Definitions	Definitions		Definitions	Definitions		
instrument:	the following words	In this Convention:	For the purposes of		For purposes of these	In this Convention,		
1.1 "Carrier" means a	are employed with	1. "Carrier" means	this Convention:		Uniform Rules the	1. "Contract of		
person that enters into	the meanings set out	any person by whom	1. "International		term	carriage" means any		
a contract of carriage	below:	or in whose name a	<u>multimodal</u>		a) "carrier" means	contract, of any kind,		
with a shipper.	a) "Carrier" includes	contract of carriage	transport" means the		the contractual	whereby a carrier		
1.2 "Consignee" means	the owner or the	of goods by sea has	carriage of goods by		carrier with whom	undertakes against		
a person entitled to take	charterer who enters	been concluded with	at least two different		the consignor has	payment of freight to		
delivery of the goods	into a contract of	a shipper.	modes of transport		concluded the	carry goods by inland		
under a contract of	carriage with a	2. "Actual carrier"	on the basis of a		contract of carriage	waterways;		
carriage or a transport	shipper.	means any person to	multimodal transport		pursuant to these	2. "Carrier" means		
document or electronic	b) "Contract of	whom the perform-	contract from a place		Uniform Rules, or a	any person by whom		
record.	carriage" applies	ance of the carriage	in one country at		subsequent carrier	or in whose name a		
1.3 "Consignor" means	only to contracts of	of the goods, or of	which the goods are		who is liable on the	contract of carriage		
a person that delivers	carriage covered by a	part of the carriage,	taken in charge by		basis of this contract;	has been concluded		
the goods to a carrier	bill of lading or any	has been entrusted by	the multimodal		b) "substitute carrier"	with a shipper;		
for carriage.	similar document of	the carrier, and	transport operator to		means a carrier, who	3. "Actual carrier"		
1.4 "Container"	title, in so far as such	includes any other	a place designated		has not concluded the	means any person,		
includes any type of	document relates to	person to whom such	for delivery situated		contract of carriage	other than a servant		
container, transportable	the carriage of goods	performance has	in a different country.		with the consignor,	or an agent of the		
tank or flat, swapbody,	by sea, including any	been entrusted.	The operations of		but to whom the	carrier, to whom the		
or any similar unit load	bill of lading or any	3. "Shipper" means	pick-up and delivery		carrier referred to in	performance of the		
used to consolidate	similar document as	any person by whom	of goods carried out		letter a) has	carriage or of part of		
goods, and any equip-	aforesaid issued	or in whose name or	in the performance of		entrusted, in whole	such carriage has		
ment ancillary to such	under or pursuant to	on whose behalf a	a unimodal transport		or in part, the	been entrusted by the		
unit load.	a charter party from	contract of carriage	contract, as defined		performance of the	carrier;		
1.5 "Contract of carriage"	the moment at which	of goods by sea has	in such contract,		carriage by rail;	4. "Shipper" means		
means a contract under	such bill of lading or	been concluded with	shall not be con-		c) "General	any person by whom		
which a carrier, against	similar document of	a carrier, or any	sidered as inter-		Conditions of	or in whose name or		
payment of freight,	title regulates the	person by whom or	national multimodal		Carriage" means the	on whose behalf a		
undertakes to carry goods	relations between a	in whose name or on	transport.		conditions of the	contract of carriage		
wholly or partly by sea	carrier and a holder	whose behalf the	2. "Multimodal		carrier in the form of	has been concluded		
from one place to another.	of the same.	goods are actually	transport operator"		general conditions or	with a carrier;		
1.6 "Contract	c) "Goods" includes	delivered to the	means any person		tariffs legally in force	5. <u>"Consignee"</u>		
particulars" means any	goods, wares,	carrier in relation to	who on his own		in each Member	means the person		
information relating to	merchandises, and	the contract of	behalf or through		State and which have	entitled to take		
the contract of carriage	articles of every kind	carriage by sea.	another person acting		become, by the	delivery of the		
or to the goods (includ-	whatsoever except	4. "Consignee"	on his behalf con-		conclusion of the	goods;		
ing terms, notations,	live animals and	means the person	cludes a multimodal		contract of carriage,	6. "Transport docu-		
signatures and endorse-	cargo which by the	entitled to take	transport contract		an integral part of it;	ment" means a		
ments) that appears in	contract of carriage	delivery of the	and who acts as a		d) "intermodal	document which		
a transport document	is stated as being	goods.	principal, not as an		transport unit" means	evidences a contract		
or an electronic record.	carried on deck and	5. "Goods" includes	agent or on behalf of		a container, swap	of carriage and the		
1.7 "Controlling party"	is so carried.	live animals; where	the consignor or of		body, semi-trailer or	taking over or		
means the person that	d) "Ship" means any	the goods are	the carriers partici-		other comparable	loading of goods by a		
pursuant to article 11.2	vessel used for the	consolidated in a	pating in the multi-		loading unit used in	carrier, made out in		
is entitled to exercise	carriage of goods by	container, pallet or	modal transport		intermodal transport.	the form of a bill of		
the right of control.	sea.	similar article of	operations, and who			lading or consign-		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
1.8 "Electronic commu-	e) "Carriage of	transport or where	assumes responsibi-	-		ment note or of any		
nication" means com-	goods" covers the	they are packed,	lity for the perfor-			other trade docu-		
munication by elec-	period from the time	"goods" includes	mance of the			ment;		
tronic, optical, or digital	when the goods are	such article of trans-	contract.			7. <u>"Goods"</u> does not		
images or by similar	loaded on to the time	port or packaging if	3. "Multimodal			include either towed		
means with the result	they are discharged	supplied by the	transport contract"			or pushed vessels or		
that the information	from the ship.	shipper.	means a contract			the luggage or		
communicated is	from the ship.	6. "Contract of	whereby a multi-			vehicles of passen-		
accessible so as to be		carriage by sea"	modal transport			gers; where the		
usable for subsequent		means any contract	operator undertakes,			goods are consoli-		
reference. Communi-		whereby the carrier	against payment of			dated in a container,		
cation includes genera-		undertakes against	freight, to perform or			pallet or similar		
tion, storing, sending,		payment of freight to	to procure the			article of transport or		
and receiving.		carry goods by sea	performance of			where they are		
1.9 "Electronic record"		from one port to	international multi-			packed, "goods"		
means information in		another; however, a	modal transport.			includes such article		
one or more messages		contract which	4. "Multimodal			of transport or		
issued by electronic		involves carriage by	transport document"			packaging if supplied		
communication pur-		sea and also carriage	means a document			by the shipper;		
suant to a contract of		by some other means	which evidences a			8. "In writing"		
carriage by a carrier or		is deemed to be a	multimodal transport			includes, unless		
a performing party that		contract of carriage	contract, the taking			otherwise agreed		
(a) evidences a carrier's		by sea for the	in charge of the			between the parties		
or a performing party's		purposes of this	goods by the multi-			concerned, the trans-		
receipt of goods under a		Convention only in	modal transport			mission of informa-		
		so far as it relates to	-			tion by electronic,		
contract of carriage, or (b) evidences or contains		the carriage by sea.	operator, and an undertaking by him			optical or similar		
a contract of carriage,		7. "Bill of lading"	to deliver the goods			means of communi-		
or both.		means a document	in accordance with			cation, including, but		
It includes information		which evidences a	the terms of that			not limited to,		
attached or otherwise		contract of carriage	contract.			telegram, facsimile,		
linked to the electronic		by sea and the taking	5. "Consignor"			telex, electronic mail		
record contempora-		over or loading of the	means any person by			or electronic data		
neously with or sub-		goods by the carrier,	whom or in whose			interchange (EDI),		
sequent to its issue by		and by which the	name or on whose			provided the infor-		
the carrier or a		carrier undertakes to	behalf a multimodal			mation is accessible		
performing party.		deliver the goods	transport contract has			so as to be usable for		
1.10 "Freight" means		against surrender of	been concluded with			subsequent reference.		
the remuneration		the document. A	the multimodal			9. The law of a State		
payable to a carrier for		provision in the	transport operator, or			applicable in		
the carriage of goods		document that the	any person by whom			accordance with this		
under a contract of		goods are to be	or in whose name or			Convention means		
carriage.		delivered to the order	on whose behalf the			the rules of law in		
1.11 "Goods" means the		of a named person, or	goods are actually			force in that State		
wares, merchandise,		to order, or to bearer,	delivered to the			other than its rules of		
and articles of every		constitutes such an	multimodal transport			private international		
kind whatsoever that a		undertaking.	operator in relation to			law.		
carrier or a performing		8. "Writing"	the multimodal					
party received for		includes, inter alia,	transport contract.					
carriage and includes		telegram and telex.	6. "Consignee"					
the packing and any			means the person					

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
equipment and con-			entitled to take					
tainer not supplied by			delivery of the					
or on behalf of a carrier			goods.					
or a performing party.			7. <u>"Goods"</u> includes					
1.12 "Holder" means a			any container, pallet					
person that			or similar article of					
-								
(a) is for the time being			transport or packag-					
in possession of a			ing, if supplied by					
negotiable transport			the consignor.					
document or has the			8. "International					
exclusive [access to]			convention" means					
[control of] a negotiable			an international					
electronic record, and			agreement concluded					
(b) either:			among States in					
(i) if the document is an			written form and					
order document, is			governed by					
identified in it as the			international law.					
shipper or the con-			9. "Mandatory					
signee, or is the person			national law" means					
to whom the document			any statutory law					
is duly endorsed, or			concerning carriage					
(ii) if the document is a			of goods the					
blank endorsed order			provisions of which					
document or bearer			cannot be departed					
document, is the bearer			from by contractual					
thereof, or			stipulation to the					
(iii) if a negotiable elec-			detriment of the					
tronic record is used, is			consignor.					
pursuant to article 2.4			10. "Writing" means,					
able to demonstrate			inter alia, telegram or					
that it has [access to]			telex.					
[control of] such record.								
1.13 "Negotiable								
electronic record"								
means an electronic								
record								
(i) that indicates, by								
statements such as "to								
order", or "negotiable",								
or other appropriate								
statements recognized								
as having the same								
effect by the law								
governing the record,								
that the goods have								
been consigned to the								
order of the shipper or								
to the order of the								
consignee, and is not								
0 1								
explicitly stated as							1	

				CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
being "non-negotiable"	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMIK	COTIF-CIM 1999	CIVITAL	WARSAW	MONTREAL
or "not negotiable", and								
(ii) is subject to rules of								
procedure as referred								
to in article 2.4, which								
include adequate provi-								
sions relating to the								
transfer of that record								
to a further holder and								
the manner in which								
the holder of that								
record is able to demon-								
strate that it is such								
holder.								
1.14 "Negotiable trans-								
port document" means a								
transport document that								
indicates, by wording								
such as "to order" or								
"negotiable" or other								
appropriate wording								
recognized as having the								
same effect by the law								
governing the document,								
that the goods have been								
consigned to the order of								
the shipper, to the order								
of the consignee, or to								
bearer, and is not								
explicitly stated as being								
"non-negotiable" or								
"not negotiable".								
1.15 "Non-negotiable								
electronic record"								
means an electronic								
record that does not								
qualify as a negotiable								
electronic record.								
1.16 "Non-negotiable								
transport document"								
means a transport								
document that does not								
qualify as a negotiable								
transport document.								
1.17 "Performing								
party" means a person								
other than the carrier								
that physically per-								
forms [or fails to per-								
form in whole or in								
part] any of the								

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
carrier's responsibilities	IMGCE VISB1	mandered	Medimodal	CIVIK	COTH CHAIN	CIVILLI	VIIIGIIV	MONTREAL
under a contract of car-								
riage for the carriage,								
handling, custody, or								
storage of the goods, to the extent that that								
person acts, either								
directly or indirectly, at								
the carrier's request or								
under the carrier's								
supervision or control,								
regardless of whether								
that person is a party								
to, identified in, or has								
legal responsibility								
under the contract of								
carriage. The term								
"performing party"								
does not include any								
person who is retained								
by a shipper or con-								
signee, or is an em-								
ployee, agent, contrac-								
tor, or subcontractor of								
a person (other than the								
carrier) who is retained								
by a shipper or								
consignee.								
1.18 "Right of control"								
has the meaning given								
in article 11.1.								
1.19 "Shipper" means a								
person that enters into								
a contract of carriage								
with a carrier.								
1.20 "Transport docu-								
ment" means a docu-								
ment issued pursuant to								
a contract of carriage								
by a carrier or a								
performing party that								
(a) evidences a carrier's								
or a performing party's								
receipt of goods under a								
contract of carriage, or								
(b) evidences or								
contains a contract of								
carriage,								
or both.								

CHAPTER 2 – ELECTRONIC COMMUNICATIONS

INSTRUMENT	HAGUE-VISBY HAMBURG MULTIMODAL CMR COTIF-CIM 1999 CMNI WARSAW MONTREAL
2.1 Anything that is to be in or on a transport document in pursuance of this instrument may be recorded or communicated by using electronic communication instead of by means of the transport document, provided the issuance and subsequent use of an electronic record is with the express or implied consent of the carrier and the shipper. 2.2.1 If a negotiable transport document has been issued and the carrier and the holder agree to replace that document by a negotiable electronic record, (a) the holder shall surrender the negotiable transport document, or all of them if more than one has been issued, to the carrier; and (b) the carrier shall issue to the holder a negotiable electronic record that includes a statement that it is issued in substitution for the negotiable transport document, whereupon the negotiable transport document ceases to have any effect or validity. 2.2.2.2 If a negotiable electronic record has been issued and the carrier and the holder agree to replace that electronic record by a negotiable transport document, (a) the carrier shall issue to the holder, in substitution for that electronic record, a negotiable transport document that includes a statement that it is issued in substitution for the negotiable electronic record; and (b) upon such substitution, the electronic record ceases to have any effect or validity. 2.3 The notices and confirmation referred to in articles 6.9.1, 6.9.2, 6.9.3, 8.2.1 (b) and (c), 10.2, 10.4.2, the declaration in article 14.3 and the agreement as to weight in article 8.3.1 (c) may be made using electronic communication, provided the use of such means is with the express or implied consent of the party by whom it is communicated and of the party to whom it is communicated. Otherwise, it must be made in writing. 2.4 The use of a negotiable electronic record is subject to rules of procedure agreed between the carrier and the shipper or the holder mentioned in article 2.2.1. The rules of procedure shall be referred to in the contract particulars and shall inc	There are no corresponding provisions in any other Transport Convention

CHAPTER 3 – SCOPE OF APPLICATION

A. GENERAL PROVISIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 3-Scope of	Article 10	Article 2-Scope of	Article 2-Scope of	Article 1-Scope of	Article 1-Scope	Article 2-Scope of	Article 1-Scope	Article 1-Scope of
application	The provisions of	application	application	application	1. These Uniform	application	1. This Convention	application
**	*	* *	The provisions of	1. This Convention		1. This Convention		1. This Convention
3.1 Subject to article	this Convention shall		*		Rules shall apply to		applies to all inter-	
3.3.1, the provisions of	apply to every bill of	this Convention are	this Convention	shall apply to every	every contract of	is applicable to any	national carriage of	applies to all inter-
this instrument apply to	lading relating to the	applicable to all	shall apply to all	contract for the	carriage of goods by	contract of carriage6	persons, luggage or	national carriage of
all contracts of carriage	carriage of goods ³	contracts of	contracts of multi-	carriage of goods by	rail for reward when	according to which	goods performed by	persons, baggage or
in which the place of	between ports in two	carriage4 by sea	modal transport ⁵	road in vehicles for	the place of taking	the port of loading	aircraft for reward. It	cargo performed by
receipt and the place of	different States if:	between two	between places in	reward, when the	over of the goods and	or the place of	applies equally to	aircraft for reward. It
delivery are in different	(a) the bill of lading	different States, if:	two States, if:	place of taking over	the place designated	taking over of the	gratuitous carriage by	applies equally to
States if	is issued in a	(a) the port of	(a) The place for the	of the goods and the	for delivery are	goods and the port	aircraft performed by	gratuitous carriage
(a) the place of receipt	Contracting State, or	loading as provided	taking in charge of	place designated for	situated in two	of discharge or the	an air transport	by aircraft performed
[or port of loading]	(b) the carriage is	for in the contract of	the goods by the	delivery, as specified	different Member	place of delivery of	undertaking.	by an air transport
specified either in the	from a port in a	carriage by sea is	multimodal	in the contract, are	States, irrespective of	the goods are located	2. For the purposes of	undertaking.
contract of carriage ² or	Contracting State, or	located in a	transport operator as	situated in two	the place of business	in two different	this Convention, the	2. For the purposes
in the contract particu-	(c) the contract	Contracting State, or	provided for in the	different countries, of	and the nationality of	States of which at	expression international	of this Convention,
lars is located in a	contained in or	(b) the port of	multimodal	which at least one is	the parties to the	least one is a State	carriage means any	the expression
Contracting State, or	evidenced by the bill	discharge as	transport contract is	a contracting country,	contract of carriage.	Party to this	carriage in which,	international
(b) the place of delivery	of lading provides	provided for in the	located in a	irrespective of the	2. These Uniform	Convention. If the	according to the	carriage means any
[or port of discharge]	that the rules of this	contract of carriage	Contracting State, or	place of residence	Rules shall apply	contract stipulates a	agreement between the	carriage in which,
specified either in the	Convention or	by sea is located in a	(b) The place for	and the nationality of	also to contracts of	choice of several	parties, the place of	according to the
contract of carriage or	legislation of any	Contracting State, or	delivery of the	the parties.	carriage of goods by	ports of discharge or	departure and the place	agreement between
in the contract particu-	State giving effect to	(c) one of the	goods by the	2. For the purpose of	rail for reward, when	places of delivery,	of destination, whether	the parties, the place
lars is located in a	them are to govern	optional ports of	multimodal	this Convention,	the place of taking	the port of discharge	or not there be a break	of departure and the
Contracting State, or	the contract,	discharge provided	transport operator as	"vehicles" means	over of the goods and	or the place of	in the carriage or a	place of destination,
(c) [the actual place of	whatever may be the	for in the contract of	provided for in the	motor vehicles,	the place designated	delivery to which the	transhipment, are	whether or not there
delivery is one of the	nationality of the	carriage by sea is the	multimodal	articulated vehicles,	for delivery are	goods have actually	situated either within	be a break in the
optional places of	ship, the carrier, the	actual port of	transport contract is	trailers and semi-	situated in two	been delivered shall	the territories of two	carriage or a
delivery specified either	shipper, the	discharge and such	located in a	trailers as defined in	different States, of	determine the	High Contracting	transhipment, are
in the contract of	consignee, or any	port is located in a	Contracting State.	article 4 of the	which at least one is	choice.	Parties or within the	situated either within
carriage or in the	other interested	Contracting State, or		Convention on Road	a Member State and	2. This Convention	territory of a single	the territories of two
contract particulars	person.	(d) the bill of lading		Traffic dated 19th	the parties to the	is applicable if the	High Contracting Party	States Parties, or
and is located in a	Each Contracting	or other document		September 1949.	contract agree that	purpose of the con-	if there is an agreed	within the territory
Contracting State, or]	State shall apply the	evidencing the		3. This Convention	the contract is	tract of carriage is	stopping place within	of a single State
(d) [the contract of	provisions of this	contract of carriage		shall apply also	subject to these	the carriage of	the territory of another	Party if there is an
carriage is entered into	Convention to the	by sea is issued in a		where carriage	Uniform Rules.	goods, without trans-	State, even if that State	agreed stopping
in a Contracting State	bills of lading	Contracting State, or		coming within its	3. When	shipment, both on	is not a High	place within the
or the contract	mentioned above.	(e) the bill of lading		scope is carried out	international carriage	inland waterways	Contracting Party.	territory of another
particulars state that	This Article shall not	or other document		by States or by	being the subject of a	and in waters to	Carriage between two	State, even if that
the transport document	prevent a	evidencing the		governmental	single contract	which maritime	points within the	State is not a State

² See the definition of "contract of carriage" in Article 1.5 at p. 6.

³ See the definition of "carriage of goods" in Article 1(e) at p. 7.

⁴ See the definition of "contract of carriage by sea" in Article 1.6 at p. 7.

See the definition of "multimodal transport contract" in Article 1.3 at p. 7.

⁶ See the definition of "contract of carriage" in Article 1.1 at p. 6.

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
or electronic record is	Contracting State	contract of carriage		institutions or	includes carriage by	regulations apply,	territory of a single	Party. Carriage
issued in a Contracting	from applying the	by sea provides that		organizations.	road or inland	under the conditions	High Contracting Party	between two points
State, or]	Rules of this	the provisions of		4. This Convention	waterway in internal	set out in para-	without an agreed	within the territory
(e) the contract of	Convention to bills	this Convention or		shall not apply:	traffic of a Member	graph 1, unless:	stopping place within	of a single State
carriage provides that	of lading not	the legislation of		(a) to carriage	State as a supplement	(a) a maritime bill of	the territory of another	Party without an
the provisions of this	included in the	any State giving		performed under the	to transfrontier	lading has been	State is not inter-	agreed stopping
instrument, or the law	preceding	effect to them are to		terms of any	carriage by rail, these	issued in accord-	national carriage for the	place within the
of any State giving	paragraphs.	govern the contract.		international postal	Uniform Rules shall	ance with the	purposes of this	territory of another
effect to them, are to		2. The provisions of		convention;	apply.	maritime law	Convention.	State is not inter-
govern the contract.		this Convention are		(b) to funeral con-	4. When inter-	applicable, or	3. Carriage to be	national carriage for
3.2 The provisions of		applicable without		signments;	national carriage	(b) the distance to be	performed by several	the purposes of this
this instrument apply		regard to the		(c) to furniture	being the subject of a	travelled in	successive air carriers	Convention.
without regard to the		nationality of the		removal.	single contract of	waters to which	is deemed, for the	3. Carriage to be
nationality of the ship,		ship, the carrier, the		5. The Contracting	carriage includes	maritime regula-	purposes of this	performed by several
the carrier, the		actual carrier, the		Parties agree not to	carriage by sea or	tions apply is the	Convention, to be one	successive carriers is
performing parties, the		shipper, the		vary any of the	transfrontier carriage	greater.	undivided carriage if it	deemed, for the
shipper, the consignee,		consignee or any		provisions of this	by inland waterway	3. This Convention	has been regarded by	purposes of this
or any other interested		other interested		Convention by	as a supplement to	is applicable	the parties as a single	Convention, to be
parties.		person.		special agreements	carriage by rail, these	regardless of the	operation, whether it	one undivided
				between two or more	Uniform Rules shall	nationality, place of	had been agreed upon	carriage if it has
				of them, except to	apply if the carriage	registration or home	under the form of a	been regarded by the
				make it inapplicable	by sea or inland	port of the vessel or	single contract or of a	parties as a single
				to their frontier	waterway is	whether the vessel is	series of contracts, and	operation, whether it
				traffic or to authorise	performed on	a maritime or inland	it does not lose its inter-	had been agreed
				the use in transport	services included in	navigation vessel	national character	upon under the form
				operations entirely	the list of services	and regardless of the	merely because one	of a single contract
				confined to their	provided for in	nationality, domicile,	contract or a series of	or of a series of
				territory of	Article 24 § 1 of the	head office or place	contracts is to be	contracts, and it does
				consignment notes	Convention.	of residence of the	performed entirely	not lose its inter-
				representing a title to	5. These Uniform	carrier, the shipper	within the territory of	national character
				the goods.	Rules shall not apply	or the consignee.	the same State.	merely because one
					to carriage performed		Article XIV of the	contract or a series
					between stations		Montreal Protocol	of contracts is to be
					situated on the		The Warsaw	performed entirely
					territory of neigh-		Convention as amended	within the territory
					bouring States, when		at The Hague in 1955	of the same State.
					the infrastructure of		and by this Protocol	4. This Convention
					these stations is		shall apply to	applies also to
					managed by one or		international carriage as	carriage as set out in
					more infrastructure		defined in Article 1 of	Chapter V, subject to
					managers subject to		the Convention, pro-	the terms contained
					only one of those		vided that the places of	therein.
					States.		departure and destina- tion referred to in that	
							Article are situated	
							either in the territories	
							of two Parties to this Protocol or within the	
							territory of a single	
							Party to this Protocol	
					ĺ	ĺ	with an agreed stopping	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
							place in the territory of	
							another State.	
							Article 2	
							1. This Convention	
							applies to carriage	
							performed by the State	
							or by legally consti-	
							tuted public bodies	
							provided it falls within	
							the conditions laid	
							down in Article 1.	
							2. In the carriage of	
							postal items the carrier	
							shall be liable only to	
							the relevant postal	
							administration in	
							accordance with the	
							rules applicable to the	
							relationship between	
							the carriers and the	
							postal administrations.	
							3. Except as provided	
							in paragraph 2 of this	
							Article, the provisions	
							of this Convention shall	
							not apply to the	
							carriage of postal items.	

B. CHARTER PARTY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 3.3.1	Article 1(b)	Article 2						
The provisions of this	"Contract of	3. The provisions of						
instrument do not	carriage" applies only	this Convention are						
apply to charter	to contracts of	not applicable to						
parties, [contracts of	carriage covered by a	charter-parties.						
affreightment, volume	bill of lading or any	However, where a						
contracts, or similar	similar document of	bill of lading is						
agreements].	title, in so far as such	issued pursuant to a						
3.3.2 Notwithstanding	document relates to	charter-party, the						
the provisions of	the carriage of goods	provisions of the						
article 3.3.1, if a	by sea, including any	Convention apply to						
negotiable transport	bill of lading or any	such a bill of lading						
document or a	similar document as	if it governs the						
negotiable electronic	aforesaid issued	relation between the						
record is issued	under or pursuant to a	carrier and the						
pursuant to a charter	charter party from the	holder of the bill of						
party, [contract of	moment at which	lading, not being the						
affreightment, volume	such bill of lading or	charterer.						
contract, or similar	similar document of	4. If a contract						

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
agreement], then the	title regulates the	provides for future						
provisions of this	relations between a	carriage of goods in						
instrument apply to	carrier and a holder	a series of shipments						
the contract evidenced	of the same.	during an agreed						
by or contained in that	Article 5	period, the						
document or that	The provisions of this	provisions of this						
electronic record from	convention shall not	Convention apply to						
the time when and to	be applicable to	each shipment.						
the extent that the	charter parties, but if	However, where a						
document or the	bills of lading are	shipment is made						
electronic record	issued in the case of a	under a charter-						
governs the relations	ship under a charter	party, the provisions						
between the carrier	party they shall	of paragraph 3 of						
and a holder other	comply with the	this article apply.						
than the charterer.	terms of this							
3.4 If a contract	convention. Nothing							
provides for the future	in these rules shall be							
carriage of goods in a	held to prevent the							
series of shipments, the	insertion in a bill of							
provisions of this	lading of any lawful							
instrument apply to	provision regarding							
each shipment to the	general average.							
extent that articles 3.1,								
3.2, and 3.3 so specify.								

CHAPTER 4 – PERIOD OF RESPONSIBILITY

A. GENERAL PROVISIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 4-Period of	Article 1(e)	Article 4-Period of	Article 14-Period of		Article 23-Basis of	Article 16-Liability	Article 18	Article 18-Damage
responsibility	"Carriage of goods"	responsibility	responsibility		liability	for loss	2. The carrier is	to cargo
4.1.1 Subject to the	covers the period	1. The responsibility	1. The responsibility		1. The carrier shall be	1. The carrier shall be	liable for damage	3. The carriage by air
provisions of article 4.3,	from the time when	of the carrier for the	of the multimodal		liable for loss or	liable for loss result-	sustained in the event	within the meaning
the responsibility of the	the goods are loaded	goods under this	transport operator for		damage resulting	ing from loss or	of the destruction or	of paragraph 1 of
carrier for the goods	on to the time they	Convention covers	the goods under this		from the total or	damage to the goods	loss of, or damage to,	this Article com-
under this instrument	are discharged from	the period during	Convention covers		partial loss of, or	caused between the	cargo upon condition	prises the period
covers the period from	the ship.	which the carrier is in	the period from the		damage to, the goods	time when he took	only that the	during which the
the time when the	Article 2	charge of the goods	time he takes the		between the time of	them over for	occurrence which	cargo is in the charge
carrier or a performing	Subject to the provi-	at the port of	goods in his charge		taking over of the	carriage and the time	caused the damage	of the carrier.
party has received the	sions of Article 6,	loading, during the	to the time of their		goods and the time of	of their delivery, or	so sustained took	4. The period of the
goods for carriage until	under every contract	carriage and at the	delivery.		delivery and for the	resulting from delay	place during the	carriage by air does
the time when the goods	of carriage of goods	port of discharge.	2. For the purpose of		loss or damage	in delivery, unless he	carriage by air.	not extend to any
are delivered to the	by sea the carrier, in	2. For the purpose of	this article, the		resulting from the	can show that the	4. The carriage by air	carriage by land, by
consignee.	relation to the	paragraph 1 of this	multimodal transport		transit period being	loss was due to	within the meaning	sea or by inland
4.1.2 The time and	loading, handling,	Article, the carrier is	operator is deemed to		exceeded, whatever	circumstances which	of the preceding	waterway performed
location of receipt of	stowage, carriage,	deemed to be in	be in charge of the		the railway	a diligent carrier	paragraphs of this	outside an airport. If,
the goods is the time	custody, care and	charge of the goods	goods:		infrastructure used.	could not have	Article comprises the	however, such
and location agreed in	discharge of such	(a) From the time he	(a) From the time he			prevented and the	period during which	carriage takes place
the contract of carriage	goods, shall be	has taken over the	has taken over the			consequences of	the baggage or cargo	in the performance
or, failing any specific	subject to the	goods from:	goods from:			which he could not	is in the charge of the	of a contract of
provision relating to the	responsibilities and	(i) The shipper, or a	(i) The consignor or			have averted.	carrier, whether in an	carriage by air, for
receipt of the goods in	liabilities, and	person acting on his	a person acting on			2. The carrier's	airport or on board	the purpose of
such contract, the time	entitled to the rights	behalf; or	his behalf; or			liability for loss	an aircraft, or, in the	loading, delivery or
and location that is in	and immunities	(ii) An authority or	(ii) An authority or			resulting from loss or	case of a landing	transhipment, any
accordance with the	hereinafter set forth.	other third party to	other third party to			damage to the goods	outside an airport, in	damage is presumed,
customs, practices, or		whom, pursuant to	whom, pursuant to			caused during the	any place	subject to proof to
usages in the trade. In		law or regulations	law or regulations			time before the goods	whatsoever.	the contrary, to have
the absence of any such provisions in the		applicable at the port of loading, the goods	applicable at the place of taking in			are loaded on the vessel or the time	5. The period of the carriage by air does	been the result of an event which took
contract of carriage or		must be handed over	charge, the goods			after they have been	not extend to any	place during the
of such customs,		for shipment;	must be handed over			discharged from the	carriage by land, by	carriage by air. If a
practices, or usages, the		(b) Until the time he	for transport;			vessel shall be	sea or by river	carrier, without the
time and location of		has delivered the	(b) Until the time he			governed by the law	performed outside an	consent of the con-
receipt of the goods is		goods:	has delivered the			of the State	airport. If, however,	signor, substitutes
when and where the		(i) By handing over	goods:			applicable to the	such carriage takes	carriage by another
carrier or a performing		the goods to the	(i) By handing over			contract of carriage.	place in the perform-	mode of transport for
party actually takes		consignee; or	the goods to the				ance of a contract for	the whole or part of a
custody of the goods.		(ii) In cases where	consignee; or				carriage by air, for	carriage intended by
4.1.3 The time and		the consignee does	(ii) In cases where				the purpose of	the agreement
location of delivery of		not receive the goods	the consignee does				loading, delivery or	between the parties
the goods is the time		from the carrier, by	not receive the goods				transhipment, any	to be carriage by air,
and location agreed in		placing them at the	from the multimodal				damage is presumed,	such carriage by
the contract of carriage,		disposal of the	transport operator, by				subject to proof to	another mode of
or, failing any specific		consignee in	placing them at the				the contrary, to have	transport is deemed
		accordance with the	disposal of the				been the result of an	to be within the
or, failing any specific provision relating to the		~	-				• • • • • • • • • • • • • • • • • • • •	1

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
delivery of the goods in		contract or with the	consignee in				event which took	period of carriage by
such contract, the time		law or with the	accordance with the				place during the	air.
and location that is in		usage of the particu-	multimodal transport				carriage by air.	
accordance with the		lar trade, applicable	contract or with the					
customs, practices, or		at the port of dis-	law or with the usage					
usages in the trade. In		charge, or	of the particular trade					
the absence of any such		(iii) By handing over	applicable at the					
specific provision in the		the goods to an	place of delivery; or					
contract of carriage or		authority or other	(iii) By handing over					
of such customs,		third party to whom,	the goods to an					
practices, or usages, the		pursuant to law or	authority or other					
time and location of		regulations appli-	third party to whom,					
delivery is that of the		cable at the port of	pursuant to law or					
discharge or unloading		discharge, the goods	regulations appli-					
of the goods from the		must be handed over.	cable at the place of					
final vessel or vehicle in		3. In paragraphs 1	delivery, the goods					
which they are carried		and 2 of this Article,	must be handed over.					
under the contract of		reference to the	3. In paragraphs 1					
carriage.		carrier or to the	and 2 of this article,					
4.1.4 If the carrier is		consignee means, in	reference to the					
required to hand over		addition to the carrier	multimodal transport					
the goods at the place of		or the consignee, the	operator shall					
delivery to an authority		servants or agents,	include his servants					
or other third party to		respectively of the	or agents or any					
whom, pursuant to law		carrier or the	other person of					
or regulation applicable		consignee.	whose services he					
at the place of delivery,			makes use for the					
the goods must be			performance of the					
handed over and from			multimodal transport					
whom the consignee			contract, and					
may collect them, such			reference to the con-					
handing over will be			signor or consignee					
regarded as a delivery			shall include their					
of the goods by the			servants or agents.					
carrier to the consignee								
under article 4.1.3.								

B. CARRIAGE PRECEDING OR SUBSEQUENT TO SEA CARRIAGE (MULTIMODAL/DOOR-TO-DOOR)

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 4-Period of			Article 1-Definitions	Article 2	Article 38-Liability	Article 2-Scope of	Article 18	Article 38-Combined
responsibility			2. "Multimodal	1. Where the vehicle	in respect of rail-sea	application	5. The period of the	carriage
4.1.1 Subject to the			transport operator"	containing the goods	traffic	2. This Convention is	carriage by air does	1. In the case of
provisions of article 4.3,			means any person	is carried over part of	1. In rail-sea carriage	applicable if the pur-	not extend to any	combined carriage
the responsibility of the			who on his own	the journey by sea,	by the services	pose of the contract	carriage by land, by	performed partly by
carrier for the goods			behalf or through	rail, inland water-	referred to in	of carriage is the	sea or by river	air and partly by any
under this instrument			another person	ways or air, and,	Article 24 § 1 of the	carriage of goods,	performed outside an	other mode of
covers the period from			acting on his behalf	except where the pro-	Convention any	without tranship-	airport. If, however,	carriage, the provi-
the time when the			concludes a multi-	visions of article 14	Member State may,	ment, both on inland	such carriage takes	sions of this
carrier or a performing			modal transport	are applicable, the	by requesting that a	water ways and in	place in the	Convention shall,

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
party has received the			contract and who	goods are not	suitable note be	waters to which	performance of a	subject to para-
goods for carriage until			acts as a principal,	unloaded from the	included in the list of	maritime regulations	contract for carriage	graph 4 of Article 18,
the time when the			not as an agent or on	vehicle, this	services to which	apply, under the	by air, for the	apply only to the
goods are delivered to			behalf of the	Convention shall	these Uniform Rules	conditions set out in	purpose of loading,	carriage by air,
the consignee.			consignor or of the	nevertheless apply to	apply, add the	paragraph 1, unless:	delivery or tran-	provided that the
4.2.1 Carriage preced-			carriers participating	the whole of the	following grounds	(a) A marine bill of	shipment, any	carriage by air falls
ing or subsequent to sea			in the multimodal	carriage. Provided	for exemption from	lading has been	damage is presumed,	within the terms of
carriage. Where a claim			transport operations,	that to the extent that	liability in their	issued in accordance	subject to proof to	Article 1.
or dispute arises out of			and who assumes	it is proved that any	entirety to those	with the maritime	the contrary, to have	2. Nothing in this
loss of or damage to			responsibility for the	loss, damage or delay	provided for in	law applicable, or	been the result of an	Convention shall
goods or delay			performance of the	in delivery of the	Article 23:	(b) The distance to	event which took	prevent the parties in
occurring solely during			contract.	goods which occurs	a) fire, if the carrier	be travelled in waters	place during the	the case of combined
either of the following			3. "Multimodal	during the carriage	proves that it was not	to which maritime	carriage by air.	carriage from insert-
periods:			transport contract"	by the other means of	caused by his act or	regulations apply is	Article 30	ing in the document
(a) from the time of			means a contract	transport was not	default, or that of the	the greater.	1. In the case of	of air carriage condi-
receipt of the goods by			whereby a multi-	caused by an act or	master, a mariner, the		carriage to be per-	tions relating to other
the carrier or a			modal transport	omission of the	pilot or the carrier's		formed by various	modes of carriage,
performing party to the			operator undertakes,	carrier by road, but	servants;		successive carriers	provided that the
time of their loading on			against payment of	by some event which	b) saving or attempt-		and falling within the	provisions of this
to the vessel;			freight, to perform or	could only have	ing to save life or		definition set out in	Convention are
(b) from the time of			to procure the per-	occurred in the	property at sea;		the third paragraph of	observed as regards
their discharge from			formance of inter-	course of and by	c) loading of goods		Article 1, each carrier	the carriage by air.
the vessel to the time of			national multimodal	reason of the carriage	on the deck of the		who accepts	
their delivery to the			transport.	by that other means	ship, if they are so		passengers, luggage	
consignee;			Article 3-Mandatory	of transport, the	loaded with the		or goods is subjected	
and, at the time of such			application	liability of the carrier	consent of the con-		to the rules set out in	
loss, damage or delay,			2. Nothing in this	by road shall be	signor given on the		this Convention, and	
there are provisions of			Convention shall	determined not by	consignment note		is deemed to be one	
an international			affect the right of the	this Convention but	and are not in		of the contracting	
convention that			consignor to choose	in the manner in	wagons;		parties to the contract	
(i) according to their			between multimodal	which the liability of	d) perils, dangers and		of carriage in so far	
terms apply to all or			transport and	the carrier by the	accidents of the sea		as the contract deals	
any of the carrier's			segmented transport.	other means of	or other navigable		with that part of the	
activities under the			Article 19-Localized	transport would have	waters.		carriage which is	
contract of carriage			damage	been determined if a	2. The carrier may		performed under his	
during that period,			When the loss of or	contract for the	only avail himself of		supervision.	
[irrespective whether			damage to the goods	carriage of the goods	the grounds for		2. In the case of	
the issuance of any			occurred during one	alone had been made	exemption referred to		carriage of this	
particular document is			particular stage of	by the sender with	in § 1 if he proves		nature, the passenger	
needed in order to			the multimodal	the carrier by the	that the loss, damage		or his representative	
make such inter-			transport, in respect	other means of	or exceeding the		can take action only	
national convention			of which an appli-	transport in accord-	transit period		against the carrier	
applicable],			cable international	ance with the condi-	occurred in the		who performed the	
and			convention or man-	tions prescribed by	course of the journey		carriage during	
(ii) make specific			datory national law	law for the carriage	by sea between the		which the accident or	
provisions for carrier's			provides a higher	of goods by that	time when the goods		the delay occurred,	
liability, limitation of			limit of liability than	means of transport.	were loaded on board		save in the case	
liability, or time for			the limit that would	If, however, there are	the ship and the time		where, by express	
suit, and			follow from applica-	no such prescribed	when they were		agreement, the first	
(iii) cannot be departed			tion of paragraphs 1	conditions, the	unloaded from the		carrier has assumed	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
from by private	IIIIGEE VISBI	minbered	to 3 of article 18,	liability of the carrier	ship.	CIVIL	liability for the whole	MONTRE
contract either at all or			then the limit of the	by road shall be	3. When the carrier		journey.	
to the detriment of the			multimodal transport	determined by this	relies on the grounds		3. As regards luggage	
shipper,			operator's liability	Convention.	for exemption		or goods, the	
such provisions shall, to			for such loss or	2. If the carrier by	referred to in § 1, he		passenger or	
the extent that they are			damage shall be	road is also himself	shall nevertheless		consignor will have a	
mandatory as indicated			determined by	the carrier by the	remain liable if the		right of action	
in (iii) above, prevail			reference to the	other means of	person entitled		against the first	
over the provisions of			provisions of such	transport, his liability	proves that the loss,		carrier, and the	
this instrument.			convention or	shall also be deter-	damage or exceeding		passenger or	
[4.2.2 Article 4.2.1			mandatory national	mined in accordance	the transit period is		consignee who is	
applies regardless of			law.	with the provisions of	due to the fault of the		entitled to delivery	
the national law other-				paragraph 1 of this	carrier, the master, a		will have a right of	
wise applicable to the				article, but as if, in	mariner, the pilot or		action against the last	
contract of carriage.]				his capacities as	the carrier's servants.		carrier, and further,	
				carrier by road and as	4. Where a sea route		each may take action	
				carrier by the other	is served by several		against the carrier	
				means of transport,	undertakings		who performed the	
				he were two separate	included in the list of		carriage during	
				persons.	services in		which the destruc-	
					accordance with		tion, loss, damage or	
					Article 24 § 1 of the		delay took place.	
					Convention, the		These carriers will be	
					liability regime		jointly and severally	
					applicable to that		liable to the	
					route must be the		passenger or to the	
					same for all those		consignor or	
					undertakings. In		consignee.	
					addition, where those		Article 30 A	
					undertakings have		Nothing in this	
					been included in the		Convention shall	
					list at the request of		prejudice the	
					several Member		question whether a	
					States, the adoption		person liable for	
					of this regime must		damage in accord-	
					be the subject of		ance with its provi-	
					prior agreement		sions has a right of	
					between those States.		recourse against any	
					5. The measures		other person.	
					taken in accordance		Article 31	
					with §§ 1 and 4 shall		1. In the case of	
					be notified to the		combined carriage	
					Secretary General.		performed partly by	
					They shall come into		air and partly by any	
					force at the earliest at		other mode of	
					the expiry of a period		carriage, the	
					of thirty days from		provisions of this	
					the day on which the		Convention apply	
					Secretary General		only to the carriage	
					notifies them to the		by air, provided that	
					other Member States.		the carriage by air	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
					Consignments		falls within the terms	
					already in transit		of Article 1.	
					shall not be affected		2. Nothing in this	
					by such measures.		Convention shall	
							prevent the parties in	
							the case of combined	
							carriage from	
							inserting in the	
							document of air	
							carriage conditions	
							relating to other	
							modes of carriage,	
							provided that the	
							provisions of this	
							Convention are	
							observed as regards	
							the carriage by air.	

C. MIXED CONTRACTS OF CARRIAGE AND FORWARDING

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 4.3-Mixed	111002 (1021	Article 11-Through	Article 3 -	Article 34	Article 26-Successive	0.11.1.1	Article 30	Article 36-Successive
contracts of carriage		carriage	Mandatory	If carriage governed	carriers		1. In the case of	Carriage
and forwarding		1. Notwithstanding	application	by a single contract is	If carriage governed		carriage to be per-	1. In the case of
4.3.1 The parties may		the provisions of	2. Nothing in this	performed by succes-	by a single contract is		formed by various	carriage to be per-
expressly agree in the		paragraph 1 of	Convention shall	sive road carriers,	performed by several		successive carriers	formed by various
contract of carriage		Article 10, where a	affect the right of the	each of them shall be	successive carriers,		and falling within the	successive carriers
that in respect of a		contract of carriage	consignor to choose	responsible for the	each carrier, by the		definition set out in	and falling within the
specified part or parts		by sea provides	between multimodal	performance of the	very act of taking		the third paragraph	definition set out in
of the transport of the		explicitly that a	transport and seg-	whole operation, the	over the goods with		of Article 1, each	paragraph 3 of
goods the carrier,		specified part of the	mented transport.	second carrier and	the consignment		carrier who accepts	Article 1, each carrier
acting as agent, will		carriage covered by		each succeeding	note, shall become a		passengers, luggage	which accepts
arrange carriage by		the said contract is to		carrier becoming a	party to the contract		or goods is subjected	passengers, baggage
another carrier or		be performed by a		party to the contract	of carriage in accord-		to the rules set out in	or cargo is subject to
carriers.		named person other		of carriage, under the	ance with the terms		this Convention, and	the rules set out in
4.3.2 In such event the		than the carrier, the		terms of the consign-	of that document and		is deemed to be one	this Convention and
carrier shall exercise		contract may also		ment note, by reason	shall assume the		of the contracting	is deemed to be one
due diligence in		provide that the		of his acceptance of	obligations arising		parties to the contract	of the parties to the
selecting the other		carrier is not liable		the goods and the	therefrom. In such a		of carriage in so far	contract of carriage in
carrier, conclude a		for loss, damage or		consignment note.	case each carrier		as the contract deals	so far as the contract
contract with such		delay in delivery		Article 35	shall be responsible		with that part of the	deals with that part of
other carrier on usual		caused by an		1. A carrier accepting	in respect of carriage		carriage which is	the carriage which is
and normal terms, and		occurrence which		the goods from a	over the entire route		performed under his	performed under its
do everything that is		takes place while the		previous carrier shall	up to delivery.		supervision.	supervision.
reasonably required to		goods are in the		give the latter a dated	Article 49-Settlement		2. In the case of	2. In the case of
enable such other		charge of the actual		and signed receipt.	of accounts		carriage of this	carriage of this
carrier to perform duly		carrier during such		He shall enter his	1. Any carrier who		nature, the passenger	nature, the passenger
under its contract.		part of the carriage.		name and address on	has collected or		or his representative	or any person entitled
		Nevertheless, any		the second copy of	ought to have		can take action only	to compensation in

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		stipulation limiting or		the consignment note.	collected, either at		against the carrier	respect of him or her
		excluding such		Where applicable, he	departure or on		who performed the	can take action only
		liability is without		shall enter on the	arrival, charges or		carriage during	against the carrier
		effect if no judicial		second copy of the	other costs arising		which the accident or	which performed the
		proceedings can be		consignment note and	out of the contract of		the delay occurred,	carriage during which
		instituted against the		on the receipt	carriage must pay to		save in the case	the accident or the
		actual carrier in a		reservations of the	the carriers		where, by express	delay occurred, save
		court competent		kind provided for in	concerned their		agreement, the first	in the case where, by
		under paragraph 1 or		article 8, paragraph 2.	respective shares.		carrier has assumed	express agreement,
		2 of article 21. The		2. The provisions of	The methods of		liability for the	the first carrier has
		burden of proving		article 9 shall apply	payment shall be		whole journey.	assumed liability for
		that any loss, damage		to the relations	fixed by agreement		3. As regards	the whole journey.
		or delay in delivery		between successive	between the carriers.		luggage or goods, the	3. As regards
		has been caused by		carriers.	2. Article 12 shall		passenger or	baggage or cargo, the
		such an occurrence		Article 36	also apply to the		consignor will have a	passenger or
		rests upon the carrier.		Except in the case of	relations between		right of action	consignor will have a
		2. The actual carrier		a counterclaim or a	successive carriers.		against the first	right of action against
		is responsible in		setoff raised in an	Article 50-Right of		carrier, and the	the first carrier, and
		accordance with the		action concerning a	recourse		passenger or	the passenger or
		provisions of		claim based on the	1. A carrier who has		consignee who is	consignee who is
		paragraph 2 of		same contract of	paid compensation		entitled to delivery	entitled to delivery
		Article 10 for loss,		carriage, legal	pursuant to these		will have a right of	will have a right of
		damage or delay in		proceedings in	Uniform Rules shall		action against the last	action against the last
		delivery caused by an		respect of liability for	have a right of		carrier, and further,	carrier, and further,
		occurrence which		loss, damage or delay	recourse against the		each may take action	each may take action
		takes place while the		may only be brought	carriers who have		against the carrier	against the carrier
		goods are in his		against the first	taken part in the		who performed the	which performed the
		charge.		carrier, the last carrier	carriage in accord-		carriage during	carriage during which
				or the carrier who	ance with the		which the destruc-	the destruction, loss,
				was performing that	following provisions:		tion, loss, damage or	damage or delay took
				portion of the	a) the carrier who has		delay took place.	place. These carriers
				carriage during which	caused the loss or		These carriers will be	will be jointly and
				the event causing the	damage shall be		jointly and severally	severally liable to the
				loss, damage or delay	solely liable for it;		liable to the	passenger or to the
				occurred, an action	b) when the loss or		passenger or to the	consignor or
				may be brought at the	damage has been		consignor or	consignee.
				same time against	caused by several		consignee.	
				several of these	carriers, each shall be		Article 30 A	
				carriers.	liable for the loss or		Nothing in this	
				Article 37	damage he has		Convention shall	
				A carrier who has	caused; if such		prejudice the	
				paid compensation in	distinction is		question whether a	
				compliance with the	impossible, the		person liable for	
				provisions of this	compensation shall		damage in accord-	
				Convention, shall be	be apportioned		ance with its provi-	
				entitled to recover	between them in		sions has a right of	
				such compensation,	accordance with		recourse against any	
				together with interest	letter c);		other person.	
				thereon and all costs	c) if it cannot be			
				and expenses	proved which of the			
	1	1		incurred by reason of	carriers has caused			1

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
				the claim, from the	the loss or damage,			
				other carriers who	the compensation			
				have taken part in the	shall be apportioned			
				carriage, subject to	between all the			
				the following provi-	carriers who have			
				sions:	taken part in the			
				(a) The carrier	carriage, except those			
				responsible for the	who prove that the			
				loss or damage shall	loss or damage was			
				be solely liable for	not caused by them;			
				the compensation	such apportionment			
				whether paid by	shall be in proportion			
				himself or by another	to their respective			
				carrier;	shares of the carriage			
				(b) When the loss or	charge.			
				damage has been	2. In the case of			
				caused by the action	insolvency of any			
				of two or more	one of these carriers,			
				carriers, each of them	the unpaid share due			
				shall pay an amount	from him shall be			
				proportionate to his	apportioned among			
				share of liability;	all the other carriers			
				should it be impos-	who have taken part			
				sible to apportion the	in the carriage, in			
				liability, each carrier	proportion to their			
				shall be liable in	respective shares of			
				proportion to the	the carriage charge.			
				share of the payment	Article 51-Procedure			
				for the carriage which	for recourse			
				is due to him;	1. The validity of the			
				(c) If it cannot be	payment made by the			
				ascertained to which	carrier exercising a			
				carriers liability is	right of recourse			
				attributable for the	pursuant to Article 50			
				loss or damage, the	may not be disputed			
				amount of the com-	by the carrier against			
				pensation shall be	whom the right of			
				apportioned between	recourse is exercised,			
				all the carriers as laid	when compensation			
				down in (b) above.	has been determined			
				Article 38	by a court or tribunal			
				If one of the carriers	and when the latter			
				is insolvent, the share	carrier, duly served			
				of the compensation	with notice of the			
				due from him and	proceedings, has			
				unpaid by him shall	been afforded an			
				be divided among the	opportunity to inter-			
				other carriers in	vene in the proceed-			
				proportion to the	ings. The court or			
				share of the payment	tribunal seized of the			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
				for the carriage due to	principal action shall			
				them.	determine what time			
				Article 39	shall be allowed for			
				1. No carrier against	such notification of			
				whom a claim is	the proceedings and			
				made under	for intervention in the			
				articles 37 and 38	proceedings.			
				shall be entitled to	2. A carrier exercis-			
				dispute the validity of	ing his right of			
				the payment made by	recourse must make			
				the carrier making the	his claim in one and			
				claim if the amount	the same proceedings			
				of the compensation	against all the			
				was determined by	carriers with whom			
				judicial authority	he has not reached a			
				after the first men-	settlement, failing			
				tioned carrier had	which he shall lose			
				been given due notice	his right of recourse			
				of the proceedings	in the case of those			
				and afforded an	against whom he has			
				opportunity of enter-	not taken pro-			
				ing an appearance.	ceedings.			
				2. A carrier wishing	3. The court or			
				to take proceedings to	tribunal must give its			
				enforce his right of	decision in one and			
				recovery may make	the same judgment			
				his claim before the	on all recourse claims			
				competent court or	brought before it.			
				tribunal of the	4. The carrier wish-			
				country in which one	ing to enforce his			
				of the carriers con-	right of recourse may			
				cerned is ordinarily	bring his action in the			
				resident, or has his	courts or tribunals of			
				principal place of	the State on the terri-			
				business or the	tory of which one of			
				branch or agency	the carriers partici-			
				through which the	pating in the carriage			
				contract of carriage	has his principal			
				was made. All the	place of business, or			
				carriers concerned	the branch or agency			
				may be made	which concluded the			
				defendants in the	contract of carriage.			
				same action.	5. Then the action			
				3. The provisions of	must be brought			
				article 31, para-	against several			
				graphs 3 and 4, shall	carriers, the plaintiff			
				apply to judgements	carrier shall be			
				entered in the pro-	entitled to choose the			
				ceedings referred to	court or tribunal in			
				in articles 37 and 38.	which he will bring			
				4. The provisions of	the proceedings from			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
				article 32 shall apply	among those having			
				to claims between	competence pursuant			
				carriers. The period	to § 4.			
				of limitation shall,	6. Recourse proceed-			
				however, begin to run	ings may not be			
				either on the date of	joined with pro-			
				the final judicial	ceedings for compen-			
				decision fixing the	sation taken by the			
				amount of compen-	person entitled under			
				sation payable under	the contract of			
				the provisions of this	carriage.			
				Convention, or, if	Article 52-			
				there is no such	Agreements			
				judicial decision,	concerning recourse			
				from the actual date	The carriers may			
				of payment.	conclude agreements			
				Article 40	which derogate from			
				Carriers shall be free	Articles 49 and 50.			
				to agree among				
				themselves on				
				provisions other than				
				those laid down in				
				articles 37 and 38.				

CHAPTER 5 – OBLIGATIONS OF THE CARRIER

INSTRUMENT	HAGUE-VISBY
Article 5-Obligations of the carrier	Article 3
accordance with the terms of the contract of carriage, carry the goods to the place of destination and deliver them to the consignee. 5.2.1 The carrier shall during the period of its responsibility as defined in article 4.1, and subject to article 4.2, properly and carefully load, handle, stow, carry, keep, care for and discharge the goods.	a) Make the ship seaworthy. b) Properly man, equip and supply the ship. c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation. 2. Subject to the provisions of article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.

CHAPTER 6 – LIABILITY OF THE CARRIER

6.1. BASIS OF LIABILITY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 6-Liability of the	Article 4	Article 5-Basis of	Article 15-The	Article 17	Article 23-Basis of	Article 16-Liability	Article 10.3	Article 18-Damage to
carrier	1. Neither the carrier	liability	liability of the	1. The carrier shall be	liability	for loss	Subject to the provi-	cargo
6.1 Basis of liability	nor the ship shall be	1. The carrier is	multimodal	liable for the total or	1. The carrier shall be	1. The carrier shall	sions of paragraphs 1	1. The carrier is liable
6.1.1 The carrier is	liable for loss or	liable for loss result-	transport operator	partial loss of the	liable for loss or	be liable for loss	and 2 of this article,	for damage sustained
liable for loss resulting	damage arising or	ing from loss of or	for his servants,	goods and for	damage resulting	resulting from loss or	the carrier shall	in the event of the
from loss of or damage	resulting from un-	damage to the goods,	agents and other	damage thereto	from the total or	damage to the goods	indemnify the con-	destruction or loss of,
to the goods, as well as	seaworthiness unless	as well as from delay	persons	occurring between	partial loss of, or	caused between the	signor against all	or damage to, cargo
from delay in delivery,	caused by want of	in delivery, if the	Subject to article 21,	the time when he	damage to, the goods	time when he took	damage suffered by	upon condition only
if the occurrence that	due diligence on the	occurrence which	the multimodal	takes over the goods	between the time of	them over for car-	him, or by any other	that the event which
caused the loss, damage	part of the carrier to	caused the loss,	transport operator	and the time of	taking over of the	riage and the time of	person to whom the	caused the damage so
or delay took place	make the ship sea-	damage or delay took	shall be liable for the	delivery, as well as	goods and the time of	their delivery, or	consignor is liable,	sustained took place
during the period of the	worthy, and to secure	place while the	acts and omissions	for any delay in	delivery and for the	resulting from delay	by reason of the	during the carriage by
carrier's responsibility	that the ship is	goods were in his	of his servants or	delivery.	loss or damage	in delivery, unless he	irregularity, incor-	air.
as defined in article 4,	properly manned,	charge as defined in	agents, when any	2. The carrier shall,	resulting from the	can show that the	rectness or incom-	2. However, the
unless the carrier	equipped and	article 4, unless the	such servant or agent	however, be relieved	transit period being	loss was due to cir-	pleteness of the	carrier is not liable if
proves that neither its	supplied, and to	carrier proves that	is acting within the	of liability if the loss,	exceeded, whatever	cumstances which a	particulars and	and to the extent it
fault nor that of any	make the holds,	he, his servants or	scope of his	damage or delay was	the railway infra-	diligent carrier could	statements inserted	proves that the
person referred to in	refrigerating and cool	agents took all	employment, or of	caused by the wrong-	structure used.	not have prevented	by the carrier or on	destruction, or loss
article 6.3.2(a) caused	chambers and all	measures that could	any other person of	ful act or neglect of	2. The carrier shall be	and the consequences	his behalf in the	of, or damage to, the
or contributed to the	other parts of the	reasonably be	whose services he	the claimant, by the	relieved of this	of which he could	receipt for the cargo	cargo resulted from
loss, damage or delay.	ship in which goods	required to avoid the	makes use for the	instructions of the	liability to the extent	not have averted.	or in the record	one or more of the
6.1.2 [Notwithstanding	are carried fit and	occurrence and its	performance of the	claimant given	that the loss or	2. The carrier's liabi-	preserved by the	following:
the provisions of	safe for their recep-	consequences.	multimodal transport	otherwise than as the	damage or the	lity for loss resulting	other means referred	(a) inherent defect,
article 6.1.1 the carrier is not responsible for	tion, carriage and preservation in	4.(a) The carrier is liable	contract, when such person is acting in	result of a wrongful act or neglect on the	exceeding of the transit period was	from loss or damage to the goods caused	to in paragraph 2 of Article 5.	quality or vice of that cargo;
loss, damage or delay	accordance with the	(i) For loss or	the performance of	part of the carrier, by	caused by the fault of	during the time	Article 18	(b) defective packing
arising or resulting	provisions of para-	damage to the goods	the contract, as if	inherent vice of the	the person entitled,	before the goods are	2. The carrier is	of that cargo per-
from	graph 1 of article 3.	or delay in delivery	such acts and omis-	goods or through	by an order given by	loaded on the vessel	liable for damage	formed by a person
(a) act, neglect or	Whenever loss or	caused by fire, if the	sions were his own.	circumstances which	the person entitled	or the time after they	sustained in the event	other than the carrier
default of the master,	damage has resulted	claimant proves that	Article 16-Basis of	the carrier could not	other than as a result	have been discharged	of the destruction or	or its servants or
mariner, pilot or other	from unseaworthi-	the fire arose from	liability	avoid and the conse-	of the fault of the	from the vessel shall	loss of, or damage to,	agents;
servants of the carrier	ness the burden of	fault or neglect on	1. The multimodal	guences of which he	carrier, by an	be governed by the	cargo upon condition	(c) an act of war or an
in the navigation or in	proving the exercise	the part of the carrier,	transport operator	was unable to	inherent defect in the	law of the State	only that the occur-	armed conflict;
the management of the	of due diligence shall	his servants or	shall be liable for	prevent.	goods (decay,	applicable to the	rence which caused	(d) an act of public
ship;	be on the carrier or	agents;	loss resulting from	3. The carrier shall	wastage etc.) or by	contract of carriage.	the damage so	authority carried out
(b) fire on the ship,	other person claim-	(ii) For such loss,	loss of or damage to	not be relieved of	circumstances which	Article 17-Servants	sustained took place	in connection with
unless caused by the	ing exemption under	damage or delay in	the goods, as well as	liability by reason of	the carrier could not	and agents	during the carriage	the entry, exit or
fault or privity of the	this article.	delivery which is	from delay in	the defective condi-	avoid and the	1. The carrier shall	by air.	transit of the cargo.
carrier.]	2. Neither the carrier	proved by the	delivery, if the	tion of the vehicle	consequences of	be responsible for the	3. However, the	3. The carriage by air
6.1.3 Notwithstanding	nor the ship shall be	claimant to have	occurrence which	used by him in order	which he was unable	acts and omissions of	carrier is not liable if	within the meaning of
the provisions of	responsible for loss	resulted from the	caused the loss,	to perform the	to prevent.	his servants and	he proves that the	paragraph 1 of this
article 6.1.1, if the	or damage arising or	fault or neglect of the	damage or delay in	carriage, or by reason	3. The carrier shall be	agents of whose	destruction, loss of,	article comprises the
carrier proves that loss	resulting from:	carrier, his servants	delivery took place	of the wrongful act or	relieved of this	services he makes	or damage to, the	period during which
of or damage to the	a) Act, neglect, or	or agents, in taking	while the goods were	neglect of the person	liability to the extent	use during the per-	cargo resulted solely	the cargo is in the
goods or delay in	default of the master,	all measures that	in his charge as	from whom he may	that the loss or	formance of the con-	from one or more of	charge of the carrier.
delivery has been	mariner, pilot, or the	could reasonably be	defined in article 14,	have hired the vehicle	damage arises from	tract of carriage,	the following:	4. The period of the

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
caused by one of the	servants of the car-	required to put out	unless the multi-	or of the agents or	the special risks	when such persons	(a) inherent defect,	carriage by air does
following events it is	rier in the navigation	the fire and avoid or	modal transport	servants of the latter.	inherent in one or	are acting within the	quality or vice of that	not extend to any
presumed, in the	or in the manage-	mitigate its conse-	operator proves that	4. Subject to article 8,	more of the following	scope of their	cargo;	carriage by land, by
absence of proof to the	ment of the ship.	quences.	he, his servants or	paragraphs 2 to 5, the	circumstances:	employment, as if	(b) defective packing	sea or by inland
contrary, that neither	b) Fire, unless caused	(b) In case of fire on	agents or any other	carrier shall be	a) carriage in open	such acts or omis-	of that cargo per-	waterway performed
its fault nor that of a	by the actual fault or	board the ship	person referred to in	relieved of liability	wagons pursuant to	sions were his own.	formed by a person	outside an airport. If,
performing party has	privity of the carrier.	affecting the goods,	article 15 took all	when the loss or	the General	2. When the carriage	other than the carrier	however, such
caused or contributed	c) Perils, dangers and	if the claimant or the	measures that could	damage arises from	Conditions of	is performed by an	or his servants or	carriage takes place
to cause that loss,	accidents of the sea	carrier so desires, a	reasonably be	the special risks	Carriage or when it	actual carrier in	agents;	in the performance of
damage or delay.	or other navigable	survey in accordance	required to avoid the	inherent in one more	has been expressly	accordance with	(c) an act of war or	a contract of carriage
(i) [Act of God], war,	waters.	with shipment	occurrence and its	of the following	agreed and entered in	article 4, the carrier	an armed conflict;	by air, for the purpose
hostilities, armed con-	d) Act of God.	practices must be	consequences.	circumstances:	the consignment	is also responsible	(d) an act of public	of loading, delivery
flict, piracy, terrorism,	e) Act of war.	held into the cause	Article 17-	(a) Use of open	note; subject to	for the acts and omis-	authority carried out	or transhipment, any
riots and civil commo-	f) Act of public	and circumstances of	Concurrent causes	unsheeted vehicles,	damage sustained by	sions of the actual	in connexion with	damage is presumed,
tions;	enemies.	the fire, and a copy	Where fault or	when their use has	the goods because of	carrier and of the	the entry, exit or	subject to proof to the
(ii) quarantine restric-	g) Arrest or restraint	of the surveyor's	neglect on the part of	been expressly agreed	atmospheric	servants and agents	transit of the cargo.	contrary, to have been
tions; interference by or	of princes, rulers or	report shall be made	the multimodal	and specified in the	influences, goods	of the actual carrier	Article 21	the result of an event
impediments created by	people, or seizure	available on demand	transport operator,	consignment note;	carried in intermodal	acting within the	1. In the carriage of	which took place
governments, public	under legal process.	to the carrier and the	his servants or	(b) The lack of, or	transport units and in	scope of their	passengers and	during the carriage by
authorities rulers or	h) Quarantine	claimant.	agents or any other	defective condition of	closed road vehicles	employment.	baggage, if the	air. If a carrier,
people [including	restrictions.	6. The carrier is not	person referred to in	packing in the case of	carried on wagons	3. If an action is	carrier proves that	without the consent
interference by or pur-	i) Act or omission of	liable, except in	article 15 combines	goods which, by their	shall not be con-	brought against the	the damage was	of the consignor,
suant to legal process];	the shipper or owner	general average,	with another cause to	nature, are liable to	sidered as being	servants and agents	caused by or contri-	substitutes carriage
(iii) act or omission of	of the goods, his	where loss, damage	produce loss,	wastage or to be	carried in open	of the carrier or the	buted to by the	by another mode of
the shipper, the	agent or represen-	or delay in delivery	damage or delay in	damaged when not	wagons; if for the	actual carrier, such	negligence of the	transport for the
controlling party or the	tative.	resulted from	delivery, the multi-	packed or when not	carriage of goods in	persons, if they prove	person suffering the	whole or part of a
consignee;	j) Strikes or lockouts	measures to save life	modal transport	properly packed;	open wagons, the	that they acted within	damage the Court	carriage intended by
(iv) strikes, lock-outs,	or stoppage or	or from reasonable	operator shall be	(c) Handling, loading,	consignor uses	the scope of their	may, in accordance	the agreement
stoppages or restraints	restraint of labour	measures to save	liable only to the	stowage or unloading	sheets, the carrier	employment, are	with the provisions	between the parties to
of labour;	from whatever cause,	property at sea.	extent that the loss,	of the goods by the	shall assume the	entitled to avail	of its own law,	be carriage by air,
(v) saving or attempting	whether partial or	7. Where fault or	damage or delay in	sender, the consignee	same liability as falls	themselves of the	exonerate the carrier	such carriage by
to save life or property	general.	neglect on the part of	delivery is attri-	or person acting on	to him for carriage in	defences and limits	wholly or partly from	another mode of
at sea;	k) Riots and civil	the carrier, his	butable to such fault	behalf of the sender	open wagons without	of liability which the	his liability.	transport is deemed
(vi) wastage in bulk or	commotion.	servants or agents	or neglect, provided	or the consignee;	sheeting, even in res-	carrier or the actual	2. In the carriage of	to be within the
weight or any other loss	1) Saving or attempt-	combines with	that the multimodal	(d) The nature of	pect of goods which,	carrier is entitled to	cargo, if the carrier	period of carriage by
or damage arising from	ing to save life or	another cause to	transport operator	certain kinds of	according to the	invoke under this	proves that the	air.
inherent quality, defect,	property at sea.	produce loss, damage	proves the part of the	goods which particu-	General Conditions	Convention.	damage was caused	
or vice of the goods;	m) Wastage in bulk	or delay in delivery	loss, damage or	larly exposes them to	of Carriage, are not	4. A pilot designated	by or contributed to	
(vii) insufficiency or	or weight or any	the carrier is liable	delay in delivery not	total or partial loss or	carried in open	by an authority and	by the negligence or	
defective condition of	other loss or damage	only to the extent	attributable thereto.	to damage, especially	wagons;	who cannot be freely	other wrongful act or	
packing or marking;	arising from inherent	that the loss, damage		through breakage,	b) absence or inade-	selected shall not be	omission of the	
(viii) latent defects not	defect, quality or	or delay in delivery		rust, decay, desic-	quacy of packaging	considered to be a	person claiming	
discoverable by due	vice of the goods.	is attributable to such		cation, leakage,	in the case of goods	servant or agent	compensation, or the	
diligence. (ix) handling, loading,	n) Insufficiency of packing.	fault or neglect, provided that the		normal wastage, or the action of moth or	which by their nature are liable to loss or	within the meaning	person from whom he derives his rights,	
	o) Insufficiency or					of paragraph 1.	the carrier shall be	
stowage or unloading of		carrier proves the amount of the loss,		vermin; (e) Insufficiency or	damage when not	Article 18-Special		
the goods by or on behalf of the shipper,	inadequacy of marks. p) Latent defects not	damage or delay in		inadequacy of marks	packed or when not packed properly;	exonerations from liability	wholly or partly exonerated from his	
the controlling party or	discoverable by due	damage or delay in delivery not		or numbers on the	c) loading of the	1. The carrier and the	liability to the	
the controlling party or the consignee;	discoverable by due diligence.	attributable thereto.		packages;	goods by the	actual carrier shall be	claimant to the extent	
(x) acts of the carrier or	q) Any other cause	am ioutable thereto.		(f) The carriage of		exonerated from their	that such negligence	
(x) acts of the carrier or	q Any omer cause	I		(1) The carriage of	consignor or	CAOHELATER HOHI HIGH	mat such negligence	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
a performing party in	arising without the			livestock.	unloading by the	liability when the	or wrongful act or	
pursuance of the	actual fault or privity			5. Where under this	consignee;	loss, damage or delay	omission caused or	I
powers conferred by	of the carrier, or			article the carrier is	d) the nature of	are the result of one	contributed to the	I
article 5.3 and 5.5 when	without the fault or			not under any	certain goods which	of the circumstances	damage.	I
the goods have been	neglect of the agents			liability in respect	particularly exposes	or risks listed below:		I
become a danger to	or servants of the			some of the factors	them to total or	(a) Acts or omissions		I
persons, property or	carrier, but the			causing the loss,	partial loss or	of the shipper, the		I
the environment or	burden of proof shall			damage or delay, he	damage, especially	consignee or the		I
have been sacrificed;	be on the person			shall only be liable to	through breakage,	person entitled to		I
(xi) perils, dangers and	claiming the benefit			the extent that those	rust, interior and	dispose of the goods;		I
accidents of the sea or	of this exception to			factors for which he	spontaneous decay,	(b) Handling, load-		I
other navigable	show that neither the			is liable under this	desiccation or	ing, stowage or dis-		I
waters;]	actual fault or privity			article have contri-	wastage;	charge of the goods		I
6.1.4 [If loss, damage or	of the carrier nor the			buted to the loss,	e) irregular, incorrect	by the shipper, the		I
delay in delivery is	fault or neglect of the			damage or delay.	or incomplete des-	consignee or third		Ì
caused in part by an	agents or servants of			Article 18	cription or number-	parties acting on		Ì
event for which the	the carrier contri-			1. The burden of	ing of packages;	behalf of the shipper		1
carrier is not liable and	buted to the loss or			proving that loss,	f) carriage of live	or the consignee;		Ì
in part by an event for	damage.			damage or delay was	animals;	(c) Carriage of the		I
which the carrier is				due to one of the	g) carriage which,	goods on deck or in		I
liable, the carrier is				causes specified in	pursuant to appli-	open vessels, where		I
liable for all the loss,				article 17, para-	cable provisions or	such carriage has		I
damage, or delay in				graph 2, shall rest	agreements made	been agreed with the		I
delivery except to the				upon the carrier.	between the con-	shipper or is in		I
extent that it proves				2. When the carrier	signor and the carrier	accordance with the		I
that a specified part of				establishes that in the	and entered on the	practice of the parti-		I
the loss was caused by				circumstances of the	consignment note,	cular trade, or if it is		I
an event for which it is				case, the loss or	must be accompanied	required by the		I
not liable.]				damage could be	by an attendant, if the	regulations in force;		I
[If loss, damage, or				attributed to one or	loss or damage	(d) The nature of the		I
delay in delivery is				more of the special	results from a risk	goods which exposes		I
caused in part by an				risks referred to in	which the attendant	them to total or par-		I
event for which the				article 17, para-	was intended to	tial loss or damage,		I
carrier is not liable and				graph 4, it shall be	avert.	especially through		I
in part by an event for				presumed that it was	Article 24-Liability	breakage, rust, decay,		I
which the carrier is				so caused. The claim-	in case of carriage of	desiccation, leakage,		I
liable, then the carrier				ant shall, however, be	railway vehicles as	normal wastage (in		I
is				entitled to prove that	goods	volume or weight),		I
(a) liable for the loss,				the loss or damage	1. In case of carriage	or the action of		1
damage, or delay in				was not, in fact,	of railway vehicles	vermin or rodents;		Ì
delivery to the extent				attributable either	running on their own	(e) The lack of or		1
that the party seeking				wholly or partly to	wheels and con-	defective condition		Ì
to recover for the loss,				one of these risks.	signed as goods, the	of packaging in the		Ì
damage, or delay				3. This presumption	carrier shall be liable	case of goods which,		Ì
proves that it was				shall not apply in the	for the loss or	by their nature, are		Ì
attributable to one or				circumstances set out	damage resulting	liable to loss or		Ì
more events for which				in article 17, para-	from the loss of, or	damage when not		1
the carrier is liable; and				graph 4(a), if there	damage to, the	packed or when the		Ì
(b) not liable for the				has been an abnormal	vehicle or to its	packaging is defec-		1
loss, damage, or delay				shortage, or a loss of	removable parts	tive;		Ĺ

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
in delivery to the extent				any package.	arising between the	(f) Insufficiency or	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	
the carrier proves that				4. If the carriage is	time of taking over	inadequacy of marks		
it is attributable to one				performed in vehicles	for carriage and the	identifying the		
or more events for				specially equipped to	time of delivery and	goods;		
which the carrier is not				protect the goods	for loss or damage	(g) Rescue or salvage		
liable.				from the effects of	resulting from	operations or		
If there is no evidence				heat, cold, variations	exceeding the transit	attempted rescue or		
on which the overall				in temperature or the	period, unless he	salvage operations on		
apportionment can be				humidity of the air,	proves that the loss	inland waterways;		
established, then the				the carrier shall not	or damage was not	(h) Carriage of live		
carrier is liable for one-				be entitled to claim	caused by his fault.	animals, unless the		
half of the loss, damage,				the benefit of	2. The carrier shall	carrier has not taken		
or delay in delivery.]				article 17, para-	not be liable for loss	the measures or		
or delay in derivery.				graph 4 (d), unless he	or damage resulting	observed the instruc-		
				proves that all steps	from the loss of	tions agreed upon in		
				incumbent on him in	accessories which are	the contract of		
				the circumstances	not mentioned on	carriage.		
				with respect to the	both sides of the	2. When, in the		
				choice, maintenance	vehicle or in the	circumstances of the		
				and use of such	inventory which	case, the loss or		
				equipment were taken	accompanies it.	damage could be		
				and that he complied	Article 25-Burden of	attributed to one or		
				with any special	proof	more of the circum-		
				instructions issued to	<i>I</i> . The burden of	stances or risks listed		
				him.	proving that the loss,	in paragraph 1 of the		
				5. The carrier shall	damage or exceeding	present article, it is		
				not be entitled to	of the transit period	presumed to have		
				claim the benefit of	was due to one of the	been caused by such		
				article 17, para-	causes specified in	a circumstance or		
				graph 4 (f), unless he	article 23 § 2 shall lie	risk. This presump-		
				proves that all steps	on the carrier.	tion does not apply if		
				normally incumbent	2. When the carrier	the injured party		
				on him in the circum-	establishes that,	proves that the loss		
				stances were taken	having regard to the	suffered does not		
				and that he complied	circumstances of a	result, or does not		
				with any special	particular case, the	result exclusively,		
				instructions issued to	loss or damage could	from one of the		
				him.	have arisen from one	circumstances or		
				111111.	or more of the special	risks listed in		
					risks referred to in			
						paragraph 1 of this article.		
					article 23 § 3, it shall be presumed that it	Article 22-		
					1			
					did so arise. The	Application of the		
					person entitled shall, however, have the	defences and limits of liability		
					right to prove that the	The exonerations and		
					loss or damage was not attributable either	limits of liability provided for in this		
					wholly or in part to	•		
					one of those risks.	Convention or in the		
						contract of carriage		
					<i>3.</i> The presumption	apply in any action in		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
					according to § 2 shall	respect of loss or		
					not apply in the case	damage to or delay in		
					provided for in	delivery of the goods		
					article 23 § 3, letter	covered by the		
					a) if an abnormally	contract of carriage,		
					large quantity has	whether the action is		
					been lost or if a	founded in contract,		
					package has been	in tort or on some		
					lost.	other legal grounds.		

6.2. CALCULATION OF COMPENSATION

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.2 Calculation of	Article 4.5			Article 23		Article 19-		
compensation	b) The total amount			1. When, under the		Calculation of		
6.2.1 If the carrier is	recoverable shall be			provisions of this		compensation		
liable for loss of or	calculated by			Convention, a		1. Where the carrier		
damage to the goods,	reference to the			carrier is liable for		is liable in respect		
the compensation	value of such goods			compensation in		of total loss of		
payable shall be cal-	at the place and			respect of total or		goods, the compen-		
culated by reference to	time at which the			partial loss of goods,		sation payable by		
the value of such	goods are dis-			such compensation		him shall be equal		
goods at the place and	charged from the			shall be calculated		to the value of the		
time of delivery	ship in accordance			by reference to the		goods at the place		
according to the	with the contract or			value of the goods at		and on the day of		
contract of carriage.	should have been so			the place and time at		delivery according		
6.2.2 The value of the	discharged.			which they were		to the contract of		
goods shall be fixed	The value of the			accepted for		carriage. Delivery		
according to the	goods shall be fixed			carriage.		to a person other		
commodity exchange	according to the			2. The value of the		than the person		
price or, if there is no	commodity			goods shall be fixed		entitled is deemed		
such price, according	exchange price, or,			according to the		to be a loss.		
to their market price	if there be no such			commodity ex-		2. In the event of		
or, if there is no	price, according to			change price or, if		partial loss or		
commodity exchange	the current market			there is no such		damage to goods,		
price or market price,	price, or, if there be			price, according to		the carrier shall be		
by reference to the	no commodity			the current market		liable only to the		
normal value of the	exchange price or			price or, if there is		extent of the loss in		
goods of the same kind	current market			no commodity		value.		
and quality at the	price, by reference			exchange price or		3. The value of the		
place of delivery.	to the normal value			current market price,		goods shall be		
6.2.3 In case of loss of	of goods of the			by reference to		fixed according to		
or damage to the	same kind and			normal value of		the commodity		
goods and save as pro-	quality.			goods of the same		exchange price or,		
vided for in article 6.4,				kind and quality.		if there is no such		
the carrier shall not						price, according to		
be liable for payment						their market price		
of any compensation						or, if there is no		
beyond what is						commodity ex-		
provided for in						change price or		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
articles 6.2.1 and						market price, by		
6.2.2.						reference to the		
						normal value of		
						goods of the same		
						kind and quality at		
						the place of		
						delivery.		
						4. In respect of		
						goods which by		
						reason of their		
						nature are exposed		
						to normal wastage		
						during carriage, the		
						carrier shall only be		
						held liable, what-		
						ever the length of		
						the carriage, for		
						that part of the		
						wastage which		
						exceeds normal		
						wastage (in volume		
						or weight) as deter-		
						mined by the		
						parties to the con-		
						tract of carriage or,		
						if not, by the regu-		
						lations or estab-		
						lished practice at		
						the place of		
						destination.		
						5. The provisions		
						of this article shall		
						not affect the		
						carrier's right concerning the		
						freight as provided		
						by the contract of		
						carriage or, in the		
						absence of special		
						agreements in this		
						regard, by the		
						applicable national		
						regulations or		
•						practices.		

6.3. Liability of Performing Parties

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.3 Liability of		Article 10-Liability	Article 20-Non-		Article 27-Substitute	Article 4-Actual	Article 30	Article 39-
performing parties		of the carrier and	contractual liability		carrier	carrier	1. In the case of	Contracting Carrier-
6.3.1(a) A performing		actual carrier	2. If an action in		1. Where the carrier	1. A contract com-	carriage to be per-	Actual Carrier
party is subject to the		1. Where the per-	respect of loss		has entrusted the	plying with the defi-	formed by various	The provisions of
responsibilities and		formance of the	resulting from loss		performance of the	nition set out in	successive carriers	this Chapter apply
liabilities imposed on		carriage or part	of or damage to the		carriage, in whole or	article 1, para-	and falling within the	when a person
the carrier under this		thereof has been	goods or from delay		in part, to a substitute	graph 1, concluded	definition set out in	(hereinafter referred
instrument, and		entrusted to an actual	in delivery is		carrier, whether or not	between a carrier	the third paragraph	to as "the contracting
entitled to the carrier's		carrier, whether or	brought against the		in pursuance of a	and an actual carrier	of Article 1, each	carrier") as a prin-
rights and immunities		not in pursuance of a	servant or agent of		right under the	constitutes a contract	carrier who accepts	cipal makes a con-
provided by this		liberty under the con-	the multimodal		contract of carriage to	of carriage within	passengers, luggage	tract of carriage
instrument (i) during		tract of carriage by	transport operator, if		do so, the carrier shall	the meaning of this	or goods is subjected	governed by this
the period in which it		sea to do so, the	such servant or		nevertheless remain	Convention. For the	to the rules set out in	Convention with a
has custody of the		carrier nevertheless	agent proves that he		liable in respect of the	purpose of such	this Convention, and	passenger or con-
goods; and (ii) at any		remains responsible	acted within the		entire carriage.	contract, all the	is deemed to be one	signor or with a
other time to the extent		for the entire carriage	scope of his employ-		2. All the provisions	provisions of this	of the contracting	person acting on
that it is participating		according to the	ment, or against any		of these Uniform	Convention con-	parties to the con-	behalf of the passen-
in the performance of		provisions of this	other person of		Rules governing the	cerning the shipper	tract of carriage in so	ger or consignor, and
any of the activities		Convention. The	whose services he		liability of the carrier	shall apply to the	far as the contract	another person
contemplated by the		carrier is responsible,	makes use for the		shall also apply to the	carrier and those	deals with that part	(hereinafter referred
contract of carriage.		in relation to the	performance of the		liability of the sub-	concerning the	of the carriage which	to as "the actual
(b) If the carrier agrees		carriage performed	multimodal trans-		stitute carrier for the	carrier to the actual	is performed under	carrier") performs,
to assume responsi-		by the actual carrier,	port contract, if such		carriage performed by	carrier.	his supervision.	by virtue of authority
bilities other than those		for the acts and	other person proves		him. Articles 36 and	2. Where the carrier	2. In the case of	from the contracting
imposed on the carrier		omissions of the	that he acted within		41 shall apply if an	has entrusted the	carriage of this	carrier, the whole or
under this instrument,		actual carrier and of	the performance of		action is brought	performance of the	nature, the passenger	part of the carriage,
or agrees that its		his servants and	the contract, the		against the servants	carriage or part	or his representative	but is not with
liability for the delay in		agents acting within	servant or agent of		and any other persons	thereof to an actual	can take action only	respect to such part a
delivery of, loss of, or		the scope of their	such other person		whose services the	carrier, whether or	against the carrier	successive carrier
damage to or in connec-		employment.	shall be entitled to		substitute carrier	not in pursuance of a	who performed the	within the meaning
tion with the goods is		2. All the provisions	avail himself of the		makes use of for the	liberty under the	carriage during	of this Convention.
higher than the limits		of this Convention	defences and limits		performance of the	contract of carriage	which the accident or	Such authority shall
imposed under articles		governing the respon-	of liability which the		carriage.	to do so, the carrier	the delay occurred,	be presumed in the
6.4.2, 6.6.4, and 6.7, a		sibility of the carrier	multimodal trans-		3. Any special agree-	nevertheless remains	save in the case	absence of proof to
performing party is not		also apply to the	port operator is		ment under which the	responsible for the	where, by express	the contrary.
bound by this agree-		responsibility of the	entitled to invoke		carrier assumes obli-	entire carriage	agreement, the first	Article 40-Respective
ment unless the		actual carrier for the	under this		gations not imposed	according to the	carrier has assumed	Liability of
performing party		carriage performed	Convention.		by these Uniform	provisions of this	liability for the	Contracting and
expressly agrees to		by him. The provi-	3. Except as pro-		Rules or waives rights	Convention. All the	whole journey.	Actual Carriers
accept such responsi-		sions of paragraphs 2	vided in article 21,		conferred by these	provisions of this	3. As regards	If an actual carrier
bilities or such limits.		and 3 of Article 7 and	the aggregate of the		Uniform Rules shall	Convention govern-	luggage or goods,	performs the whole
6.3.2(a) Subject to		of paragraph 2 of	amounts recoverable		be of no effect in	ing the responsibility	the passenger or	or part of carriage
article 6.3.3, the carrier		Article 8 apply if an	from the multimodal		respect of the sub-	of the carrier also	consignor will have a	which, according to
is responsible for the		action is brought	transport operator		stitute carrier who has	apply to the respon-	right of action	the contract referred
acts and omissions of		against a servant or	and from a servant		not accepted it	sibility of the actual	against the first	to in Article 39, is
(i) any performing		agent of the actual	or agent or any other		expressly and in	carrier for the	carrier, and the	governed by this
party, and		carrier.	person of whose		writing. Whether or	carriage performed	passenger or con-	Convention, both the
(ii) any other person,		3. Any special agree-	services he makes		not the substitute	by him.	signee who is	contracting carrier
including a performing		ment under which the	use for the perform-		carrier has accepted	3. The carrier shall	entitled to delivery	and the actual carrier

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
party's sub-contractors		carrier assumes	ance of the multi-		it, the carrier shall	in all cases inform	will have a right of	shall, except as
and agents, who		obligations not	modal transport		nevertheless remain	the shipper when he	action against the	otherwise provided
performs or undertakes		imposed by this	contract shall not		bound by the obliga-	entrusts the perform-	last carrier, and	in this Chapter, be
to perform any of the		Convention or waives	exceed the limits of		tions or waivers	ance of the carriage	further, each may	subject to the rules of
carrier's responsi-		rights conferred by	liability provided for		resulting from such	or part thereof to an	take action against	this Convention, the
bilities under the		this Convention	in this Convention.		special agreement.	actual carrier.	the carrier who	former for the whole
contract of carriage, to		affects the actual			4. Where and to the	4. Any agreement	performed the	of the carriage
the extent that the		carrier only if agreed			extent that both the	with the shipper or	carriage during	contemplated in the
person acts, either		to by him expressly			carrier and the sub-	the consignee ex-	which the destruc-	contract, the latter
directly or indirectly, at		and in writing.			stitute carrier are	tending the carrier's	tion, loss, damage or	solely for the
the carrier's request or		Whether or not the			liable, their liability	responsibility	delay took place.	carriage which it
under the carrier's		actual carrier has so			shall be joint and	according to the	These carriers will	performs.
supervision or control,		agreed, the carrier			several.	provisions of this	be jointly and	Article 41-Mutual
as if such acts or		nevertheless remains			5. The aggregate	Convention affects	severally liable to the	Liability
omissions were its own.		bound by the obliga-			amount of compensa-	the actual carrier	passenger or to the	1. The acts and
A carrier is responsible		tions or waivers			tion payable by the	only to the extent	consignor or con-	omissions of the
under this provision		resulting from such			carrier, the substitute	that he has agreed to	signee.	actual carrier and of
only when the		special agreement.			carrier and their	it expressly and in	Article 30 A	its servants and
performing party's or		4. Where and to the			servants and other	writing. The actual	Nothing in this	agents acting within
other person's act or		extent that both the			persons whose	carrier may avail	Convention shall	the scope of their
omission is within the		carrier and the actual			services they make	himself of all the	prejudice the ques-	employment shall, in
scope of its contract,		carrier are liable,			use of for the per-	objections invocable	tion whether a	relation to the
employment, or agency.		their liability is joint			formance of the	by the carrier under	person liable for	carriage performed
(b) Subject to		and several.			carriage shall not	the contract of	damage in accord-	by the actual carrier,
article 6.3.3, a perform-		5. The aggregate of			exceed the limits	carriage.	ance with its provi-	be deemed to be also
ing party is responsible		the amounts recover-			provided for in these	5. If and to the	sions has a right of	those of the contract-
for the acts and omis-		able from the carrier,			Uniform Rules.	extent that both the	recourse against any	ing carrier.
sions of any person to		the actual carrier and			6. This article shall	carrier and the actual	other person.	2. The acts and
whom it has delegated		their servants and			not prejudice rights of	carrier are liable,		omissions of the
the performance of any		agents shall not			recourse which may	their liability is joint		contracting carrier
of the carrier's respon-		exceed the limits of			exist between the	and several. Nothing		and of its servants
sibilities under the		liability provided for			carrier and the	in this article shall		and agents acting
contract of carriage,		in this Convention.			substitute carrier.	prejudice any right of recourse as		within the scope of
including its sub-		6. Nothing in this				between the carrier		their employment shall, in relation to
contractors, employees, and agents, as if such		Article shall prejudice any right of				and the actual		the carriage per-
acts or omissions were		recourse as between				carrier.		formed by the actual
its own. A performing		the carrier and the				carrier.		carrier, be deemed to
party is responsible		actual carrier.						be also those of the
under this provision		actual carrier.						actual carrier.
only when the act or								Nevertheless, no
omission of the person								such act or omission
concerned is within the								shall subject the
scope of its contract,								actual carrier to
employment, or agency.								liability exceeding
6.3.3 If an action is								the amounts referred
brought against any								to in Articles 21, 22,
person, other than the								23 and 24. Any
carrier, mentioned in								special agreement
article 6.3.2, that								under which the
person is entitled to the								contracting carrier

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
benefit of the defences								assumes obligations
and limitations of								not imposed by this
liability available to the								Convention or any
carrier under this								waiver of rights or
instrument if it proves								defences conferred
that it acted within the								by this Convention or
scope of its contract,								any special declara-
employment, or agency.								tion of interest in
6.3.4 If more than one								delivery at destina-
person is liable for the								tion contemplated in
loss of, damage to, or								Article 22 shall not
delay in delivery of the								affect the actual
goods, their liability is								carrier unless agreed
joint and several but								to by it.
only up to the limits								
provided for in articles								
6.4, 6.6 and 6.7.								
6.3.5 Without prejudice								
to the provisions of								
article 6.8, the aggre-								
gate liability of all such								
persons shall not exceed								
the overall limits of								
liability under this								
instrument.								

6.4. DELAY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.4 Delay		Article 5-Basis of	Article 16-Basis of	Article 19	Article 16-Transit	Article 5-Delivery	Article 19	Article 19-Delay
6.4.1 Delay in delivery		liability	liability	Delay in delivery	periods	time	The carrier is liable	The carrier is liable
occurs when the goods		2. Delay in delivery	2. Delay in delivery	shall be said to occur	1. The consignor and	The carrier shall	for damage	for damage
are not delivered at the		occurs when the	occurs when the	when the goods have	the carrier shall agree	deliver the goods	occasioned by delay	occasioned by delay
place of destination		goods have not been	goods have not been	not been delivered	the transit period. In	within the time limit	in the carriage by air	in the carriage by air
provided for in the		delivered at the port	delivered within the	within the agreed	the absence of an	agreed in the	of passengers,	of passengers,
contract of carriage		of discharge provided	time expressly	time-limit or when,	agreement, the transit	contract of carriage	luggage or goods.	baggage or cargo.
within any time		for in the contract of	agreed upon or, in	failing an agreed	period must not	or, if no time limit	Article 20	Nevertheless, the
expressly agreed upon		carriage by sea within	the absence of such	time-limit, the actual	exceed that which	has been agreed,	In the carriage of	carrier shall not be
[or, in the absence of		the time expressly	agreement, within	duration of the	would result from the	within the time limit	passengers and	liable for damage
such agreement, within		agreed upon or, in the	the time which it	carriage having	application of §§ 2 to	which could	baggage, and in the	occasioned by delay
the time it would be		absence of such	would be reasonable	regard to the	4.	reasonably be	case of damage	if it proves that it and
reasonable to expect of		agreement, within the	to require of a	circumstances of the	2. Subject to §§ 3 and	required of a diligent	occasioned by delay	its servants and
a diligent carrier,		time which it would	diligent multimodal	case, and in	4, the maximum	carrier, taking into	in the carriage of	agents took all
having regard to the		be reasonable to	transport operator,	particular, in the case	transit periods shall	account the	cargo, the carrier	measures that could
terms of the contract,		require of a diligent	having regard to the	of partial loads, the	be as follows:	circumstances of the	shall not be liable if	reasonably be
the characteristics of		carrier, having regard	circumstances of the	time required for	a) for wagon-load	voyage and	he proves that he and	required to avoid the
the transport, and the		to the circumstances	case.	making up a com-	consignments	unhindered	his servants and	damage or that it was
circumstances of the		of the case.	3. If the goods have	plete load in the	- period for consign-	navigation.	agents have taken all	impossible for it or
voyage].			not been delivered	normal way, exceeds	ment 12 hours,		necessary measures	them to take such
6.4.2 If delay in delivery			within 90 consecu-	the time it would be	- period for carriage,		to avoid the damage	measures.
causes loss not resulting			tive days following	reasonable to allow a	for each 400 km or		or that it was	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
from destruction of or			the date of delivery	diligent carrier.	fraction thereof		impossible for them	
damage to the goods			determined accord-	Article 20	24 hours;		to take such	
carried and hence not			ing to paragraph 2 of	1. The fact that goods	b) for less than		measures.	
covered by article 6.2,			this article, the	have not been	wagon-load consign-			
the amount payable as			claimant may treat	delivered within	ment			
compensation for such			the goods as lost.	thirty days following	- period for consign-			
loss is limited to an			8	the expiry of the	ments 24 hours,			
amount equivalent to				agreed time-limit, or,	- period for carriage,			
[times the freight				if there is no agreed	for each 200 km or			
payable on the goods				time-limit, within	fraction thereof			
delayed]. The total				sixty days from the	24 hours.			
amount payable under				time when the carrier	The distances shall			
this provision and				took over the goods,	relate to the agreed			
article 6.7.1 shall not				shall be conclusive	route or, in the			
exceed the limit that				evidence of the loss	absence thereof, to			
would be established				of the goods, and the	the shortest possible			
under article 6.7.1 in				person entitled to	route.			
respect of the total loss				make a claim may	3. The carrier may fix			
of the goods concerned.				thereupon treat them	additional transit			
or the goods concerned.				as lost.	periods of specified			
				2. The person so	duration in the			
				entitled may, on	following cases:			
				receipt of compen-	a) consignments to be			
				sation for the missing	carried			
				goods, request in	- by lines of a			
				writing that he shall	different gauge,			
				be notified imme-	- by sea or inland			
				diately should the	waterway,			
				goods be recovered in	- by road if there is no			
				the course of the year	rail link;			
				following the	b) exceptional cir-			
				payment of compen-	cumstances causing			
				sation. He shall be	an exceptional			
				given a written	increase in traffic or			
				acknowledgement of	exceptional operating			
				such request.	difficulties.			
				3. Within the thirty	The duration of the			
				days following	additional transit			
				receipt of such noti-	periods must appear			
				fication, the person	in the General Con-			
				entitled as aforesaid	ditions of Carriage.			
				may require the	4. The transit period			
				goods to be delivered	shall start to run after			
				to him against pay-	the taking over of the			
				ment of the charges	goods; it shall be			
				shown to be due on	extended by the			
				the consignment note	duration of a stay			
				and also against	caused without any			
				refund of the com-	fault of the carrier.			
				pensation he received	The transit period			
				less any charges	shall be suspended on			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
				included therein but	Sundays and statutory			
				without prejudice to	holidays.			
				any claims to com-				
				pensation for delay in				
				delivery under				
				article 23 and where				
				applicable, article 26.				
				4. In the absence of				
				the request mentioned				
				in paragraph 2 or of				
				any instructions given				
				within the period of				
				thirty days specified				
				in paragraph 3, or if				
				the goods are not				
				recovered until more				
				than one year after				
				the payment of				
				compensation, the				
				carrier shall be				
				entitled to deal with				
				them in accordance				
				with the law of the				
				place where the				
				goods are situated.				

6.5. DEVIATION

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.5-Deviation	Article 4	Article 5-Basis of						
(a) The carrier is not	4. Any deviation in	liability						
liable for loss, damage,	saving or attempting	6. The carrier is not						
or delay in delivery	to save life or	liable, except in						
caused by a deviation	property at sea or any	general average,						
to save or attempt to	reasonable deviation	where loss, damage						
save life or property at	shall not be deemed	or delay in delivery						
sea, or by any other	to be an infringement	resulted from						
reasonable deviation.	or breach of this	measures to save life						
(b) Where under	convention or of the	or from reasonable						
national law a devia-	contract of carriage,	measures to save						
tion of itself constitutes	and the carrier shall	property at sea.						
a breach of the	not be liable for any							
carrier's obligations,	loss or damage							
such breach only has	resulting therefrom.							
effect consistently with								
the provisions of this								
instrument.								

6.6. DECK CARGO

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.6 Deck cargo	Article 1	Article 9 - Deck						
6.6.1 Goods may be	c) "Goods" includes	cargo						
carried on or above	goods, wares,	1. The carrier is						
deck only if	merchandises, and	entitled to carry the						
(i) such carriage is	articles of every kind	goods on deck only if						
required by applicable	whatsoever except	such carriage is in						
laws or administrative	live animals and	accordance with an						
rules or regulations, or	cargo which by the	agreement with the						
(ii) they are carried in	contract of carriage is	shipper or with the						
or on containers on	stated as being	usage of the particular						
decks that are specially	carried on deck and is	trade or is required by						
fitted to carry such	so carried.	statutory rules or						
containers, or		regulations.						
(iii) in cases not covered		2. If the carrier and						
by paragraphs (i) or (ii)		the shipper have						
of this article, the		agreed that the goods						
carriage on deck is in		shall or may be						
accordance with the		carried on deck, the						
contract of carriage, or		carrier must insert in						
complies with the		the bill of lading or						
customs, usages, and		other document						
practices of the trade,		evidencing the						
or follows from other		contract of carriage						
usages or practices in		by sea a statement to						
the trade in question.		that effect. In the						
6.6.2 If the goods have		absence of such						
been shipped in accord-		statement the carrier						
ance with article 6.6.1(i)		has the burden of						
and (iii), the carrier is		proving that an agree-						
not liable for loss of or		ment for carriage on						
damage to these goods		deck has been entered						
or delay in delivery		into; however, the						
caused by the special		carrier is not entitled						
risks involved in their		to invoke such an						
carriage on deck. If the		agreement against a						
goods are carried on or		third party, including						
above deck pursuant to		a consignee, who has						
article 6.6.1 (ii), the		acquired the bill of						
carrier is liable for loss		lading in good faith.						
of or damage to such		3. Where the goods						
goods, or for delay in		have been carried on						
delivery, without regard		deck contrary to the						
to whether they are		provisions of para-						
carried on or above		graph 1 of this Article						
deck. If the goods are		or where the carrier						
carried on deck in cases		may not under para-						
other than those		graph 2 of this Article						
permitted under		invoke an agreement						
article 6.6.1, the carrier		for carriage on deck,						

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
is liable, irrespective of		the carrier, notwith-						
the provisions of		standing the provi-						
article 6.1, for loss of or		sions of paragraph 1						
damage to the goods or		of article 5, is liable						
delay in delivery that		for loss of or damage						
are exclusively the		to the goods, as well						
consequence of their		as for delay in deli-						
carriage on deck.		very, resulting solely						
6.6.3 If the goods have		from the carriage on						
been shipped in		deck, and the extent						
accordance with		of his liability is to be						
article 6.6.1(iii), the fact		determined in accord-						
that particular goods		ance with the provi-						
are carried on deck		sions of Article 6 or						
must be included in the		Article 8 of this						
contract particulars.		Convention, as the						
Failing this, the carrier		case may be.						
has the burden of		4. Carriage of goods						
proving that carriage		on deck contrary to						
on deck complies with		express agreement for						
article 6.6.1(iii) and, if a		carriage under deck is						
negotiable transport		deemed to be an act						
document or a nego-		or omission of the						
tiable electronic record		carrier within the						
is issued, is not entitled		meaning of Article 8.						
to invoke that provision		8						
against a third party								
that has acquired such								
negotiable transport								
document or electronic								
record in good faith.								
6.6.4 If the carrier under								
this article 6.6 is liable								
for loss or damage to								
goods carried on deck or								
for delay in their deli-								
very, its liability is								
limited to the extent pro-								
vided for in articles 6.4								
and 6.7; however, if the								
carrier and shipper								
expressly have agreed								
that the goods will be								
carried under deck, the								
carrier is not entitled to								
limit its liability for any								
loss of or damage to the								
goods that exclusively								
resulted from their								
carriage on deck.								

6.7. LIMITS OF LIABILITY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.7-Limits of liability	Article 4	Article 6-Limits of	Article 18-	Article 23	Article 30-	Article 20-	Article 22	Article 22-Limits of
6.7.1. Subject to	5.a) Unless the nature	liability	Limitation of	3. Compensation	Compensation for	Maximum limits of	2.(b) In the carriage	Liability in Relation
article 6.4.2 the	and value of such	1.(a) The liability of	liability	shall not, however,	loss	liability	of cargo, the liability	to Delay, Baggage
carrier's liability for	goods have been	the carrier for loss	1. When the multi-	exceed 8.33 units of	2. Compensation shall	1. Subject to	of the carrier is	and Cargo
loss of or damage to or	declared by the	resulting from loss of	modal transport	account per kilogram	not exceed 17 units of	article 21 and para-	limited to a sum of 17	3. In the carriage of
in connection with the	shipper before ship-	or damage to goods	operator is liable for	of gross weight short.	account per kilo-	graph 4 of the	Special Drawing	cargo, the liability of
goods is limited to []	ment and inserted in	according to the	loss resulting from	4. In addition, the	gramme of gross mass	present article, and	Rights per kilo-	the carrier in the case
units of account per	the bill of lading,	provisions of article 5	loss of or damage to	carriage charges,	short.	regardless of the	gramme, unless the	of destruction, loss,
package or other	neither the carrier nor	is limited to an	the goods according	Customs duties and	3. In case of loss of a	action brought	consignor has made,	damage or delay is
shipping unit, or []	the ship shall in any	amount equivalent to	to article 16, his	other charges	railway vehicle	against him, the	at the time when the	limited to a sum of
units of account per	event be or become	835 units of account	liability shall be	incurred in respect of	running on its own	carrier shall under	package was handed	17 Special Drawing
kilogram of the gross	liable for any loss or	per package or other	limited to an amount	the carriage of the	wheels and consigned	no circumstances be	over to the carrier, a	Rights per kilo-
weight of the goods lost	damage to or in	shipping unit or	not exceeding 920	goods shall be	as goods, or of an	liable for amounts	special declaration of	gramme, unless the
or damaged, whichever	connection with the	2.5 units of account	units of account per	refunded in full in	intermodal transport	exceeding 666.67	interest in delivery at	consignor has made,
is the higher, except	goods in an amount	per kilogram of gross	package of other	case of total loss and	unit, or of their	units of account per	destination and has	at the time when the
where the nature and	exceeding 666.67	weight of the goods	shipping unit or 2.75	in proportion to the	removable parts, the	package or other	paid a supplementary	package was handed
value of the goods has	units of account per	lost or damaged,	units of account per	loss sustained in case	compensation shall be	loading unit, or 2	sum if the case so	over to the carrier, a
been declared by the	package or unit or 2	whichever is the	kilogram of gross	of partial loss, but no	limited, to the exclu-	units of account per	requires. In that case	special declaration of
shipper before ship-	units of account per	higher.	weight of the goods	further damage shall	sion of all other	kilogram of weight,	the carrier will be	interest in delivery at
ment and included in	kilogramme of gross	(b) The liability of the	lost or damaged,	be payable.	damages, to the usual	specified in the	liable to pay a sum	destination and has
the contract particu-	weight of the goods	carrier for delay in	whichever is the	5. In the case of	value of the vehicle	transport document,	not exceeding the	paid a supplementary
lars, [or where a	lost or damaged,	delivery according to	higher.	delay if the claimant	or the intermodal	of the goods lost or	declared sum, unless	sum if the case so
higher amount than	whichever is the	the provisions of	2. For the purpose of	proves that damage	transport unit, or their	damaged, whichever	he proves that the	requires. In that case
the amount of limita-	higher.	article 5 is limited to	calculating which	has resulted there-	removable parts, on	is the higher. If the	sum is greater than	the carrier will be
tion of liability set out	b) The total amount	an amount equivalent	amount is the higher	from the carrier shall	the day and at the	package or other	the consignor's actual	liable to pay a sum
in this article has been	recoverable shall be	to two and a half	in accordance with	pay compensation for	place of loss. If it is	loading unit is a	interest in delivery at	not exceeding the
agreed upon between	calculated by	times the freight	paragraph 1 of this	such damage not	impossible to ascer-	container and if	destination.	declared sum, unless
the carrier and the	reference to the value	payable for the goods	article, the following	exceeding the	tain the day or the	there is no mention	5. The sums men-	it proves that the sum
shipper.]	of such goods at the	delayed, but not	rules apply:	carriage charges.	place of the loss, the	in the transport	tioned in francs in	is greater than the
6.7.2. When goods are	place and time at	exceeding the total	(a) Where a con-	6. Higher compen-	compensation shall be	document of any	this Article shall be	consignor's actual
carried in or on a	which the goods are	freight payable under	tainer, pallet or	sation may only be	limited to the usual	package or loading	deemed to refer to a	interest in delivery at
container, the packages	discharged from the	the contract of	similar article of	claimed where the	value on the day and	unit consolidated in	currency unit consist-	destination.
or shipping units	ship in accordance	carriage of goods by	transport is used to	value of the goods or	at the place where the	the container, the	ing of sixty-five and a	4. In the case of
enumerated in the	with the contract or	sea.	consolidate goods,	a special interest in	vehicle has been	amount of 666.67	half milligrammes of	destruction, loss,
contract particulars as	should have been so	(c) In no case shall	the packages or	delivery has been	taken over by the	units of account	gold of millesimal	damage or delay of
packed in or on such	discharged.	the aggregate liability	other shipping units	declared in accord-	carrier.	shall be replaced by	fineness nine	part of the cargo, or
	The value of the	of the carrier, under	enumerated in the	ance with articles 24	4. The carrier must, in	the amount of 1,500	hundred. These sums	of any object
	goods shall be fixed	both subparagraphs	multimodal trans-	and 26.	addition, refund the	units of account for	may be converted	contained therein, the
	according to the	(a) and (b) of this	port document as	7. The unit of	carriage charge,	the container	into national curren-	weight to be taken
enumerated, the goods	commodity exchange	paragraph, exceed the	packed in such	account mentioned in	customs duties	without the goods it	cies in round figures.	into consideration in
	price, or, if there be	limitation which	article of transport	this Convention is	already paid and	contains and, in	Conversion of the	determining the
are deemed one	no such price,	would be established	are deemed pack-	the Special Drawing	other sums paid in	addition, the amount	sums into national	amount to which the
11 0	according to the	under subpara-	ages or shipping	Right as defined by	relation to the	of 25,000 units of	currencies other than	carrier's liability is
	current market price,	graph (a) of this	units. Except as	the International	carriage of the goods	account for the	gold shall, in case of	limited shall be only
	or, if there be no	paragraph for total	aforesaid, the goods	Monetary Fund. The	lost except excise	goods which are in	judicial proceedings,	the total weight of
	commodity exchange	loss of the goods with	in such article of	amount mentioned in	duties for goods	the container.	be made according to	the "package or
1 0 0	price or current	respect to which such	transport are deemed	paragraph 3 of this	carried under a	2. Where a con-	the gold value of such	packages" con-
·	market price, by	liability was incurred.	one shipping unit.	article shall be	procedure suspending	tainer, pallet or	currencies at the date	cerned. Nevertheless,
International	reference to the	2. For the purpose of	(b) In cases where	converted into the	those duties.	similar article of	of the judgment.	when the destruction,

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Monetary Fund. The	normal value of	calculating which	the article of trans-	national currency of	Article 33-	transport is used to	6. The sums men-	loss, damage or delay
amounts mentioned in	goods of the same	amount is the higher	port itself has been	the State of the Court	Compensation for	consolidate goods,	tioned in terms of the	of a part of the cargo,
this article are to be	kind and quality.	in accordance with	lost or damaged, that	seized of the case on	exceeding the transit	the package or	Special Drawing	or of an object con-
converted into the	c) Where a container,	paragraph 1 (a) of this	article of transport,	the basis of the value	period	shipping units	Right in this Article	tained therein, affects
national currency of a	pallet or similar	article, the following	if not owned or	of that currency on	1. If loss or damage	enumerated in the	shall be deemed to	the value of other
State according to the	article of transport is	rules apply:	otherwise supplied	the date of the judg-	results from the	transport document	refer to the Special	packages covered by
_	used to consolidate	(a) Where a container,	by the multimodal	ment or the date	transit period being	as packed in or on	Drawing Right as	the same air waybill,
at the date of	goods, the number of	pallet or similar	transport operator, is	agreed upon by the	exceeded, the carrier	such article of	defined by the	or the same receipt
judgement or the date	packages or units	article of transport is	considered one	Parties. The value of	must pay compensa-	transport are deemed	International	or, if they were not
agreed upon by the	enumerated in the bill	used to consolidate	separate shipping	the national currency,	tion not exceeding	packages or shipping	Monetary Fund.	issued, by the same
parties. The value of a	of lading as packed in	goods, the package or	unit.	in terms of the	four times the	units. Except as	Conversion of the	record preserved by
national currency, in	such article of	other shipping units	3. Notwithstanding	Special Drawing	carriage charge.	aforesaid the goods	sums into national	the other means
terms of the Special	transport shall be	enumerated in the bill	the provisions of	Right, of a State	2. In case of total loss	in or on such article	currencies shall, in	referred to in para-
Drawing Rights, of a	deemed the number	of lading, if issued, or	paragraphs 1 and 2	which is a member of	of the goods, the	of transport are	case of judicial	graph 2 of article 4,
Contracting State that	of packages or units	otherwise in any other	of this article, if the	the International	compensation pro-	deemed one	proceedings, be made	the total weight of
is a member of the	for the purpose of this	document evidencing	international multi-	Monetary Fund, shall	vided for in § 1 shall	shipping unit. In	according to the	such package or
International	paragraph as far as	the contract of	modal transport does	be calculated in	not be payable in	cases where the	value of such	packages shall also
Monetary Fund is to	these packages or	carriage by sea, as	not, according to the	accordance with the	addition to that	article of transport	currencies in terms of	be taken into
be calculated in	units are concerned.	packed in such article	contract, include	method of valuation	provided for in	itself has been lost	the Special Drawing	consideration in
accordance with the	Except as aforesaid	of transport are	carriage of goods by	applied by the	article 30.	or damaged, that	Right at the date of	determining the limit
method of valuation	such article of trans-	deemed packages or	sea or by inland	International	3. In case of partial	article of transport,	the judgment. The	of liability.
applied by the	port shall be con-	shipping units. Except	waterways, the	Monetary Fund in	loss of the goods, the	if not owned or	value of a national	The foregoing
International	sidered the package	as aforesaid the goods	liability of the	effect on the date in	compensation pro-	otherwise supplied	currency, in terms of	provisions of
Monetary Fund in	or unit.	in such article of	multimodal trans-	question for its	vided for in § 1 shall	by the carrier, is	the Special Drawing	paragraphs 1 and 2 of
effect at the date in	d) The unit of account	transport are deemed	port operator shall	operations and trans-	not exceed four times	considered one	Right, of a High	this article shall not
question for its	mentioned in this	one shipping unit.	be limited to an	actions. The value of	the carriage charge in	separate shipping	Contracting Party	apply if it is proved
operations and	Article is the Special	(b) In cases where the	amount not exceed-	the national currency,	respect of that part of	unit.	which is a Member of	that the damage
transactions. The value	Drawing Right as	article of transport	ing 8.33 units of	in terms of the	the consignment	3. In the event of	the International	resulted from an act
of a national currency,	defined by the	itself has been lost or	account per kilo-	Special Drawing	which has not been	loss due to delay in	Monetary Fund, shall	or omission of the
in terms of the Special	International	damaged, that article	gram of gross	Right, of a State	lost.	delivery, the carrier	be calculated in	carrier, its servants or
Drawing Right, of a	Monetary Fund. The	of transport, if not	weight of the goods	which is not a	4. In case of damage	shall be liable only	accordance with the	agents, done with
Contracting State that	amounts mentioned in	owned or otherwise	lost or damaged.	member of the	to the goods, not	for an amount not	method of valuation	intent to cause
is not a member of the	sub-paragraph a) of	supplied by the	4. The liability of	International	resulting from the	exceeding the value	applied by the	damage or recklessly
	this paragraph shall	carrier, is considered	the multimodal	Monetary Fund, shall	transit period being	of the freight.	International	and with knowledge
· ·	be converted into	one separate shipping	transport operator	be calculated in a	exceeded, the com-	However, the	Monetary Fund, in	that damage would
	national currency on	unit.	for loss resulting	manner determined	pensation provided	aggregate liability	effect at the date of	probably result;
manner to be	the basis of the value	3. Unit of account	from delay in	by the State.	for in § 1 shall, where	under paragraph 1	the judgment, for its	provided that in the
·	of that currency on a	means the unit of	delivery according	8. Nevertheless, a	appropriate, be	and the first sentence	operations and	case of such act or
State.	date to be determined	account mentioned in	to the provisions of	State which is not a	payable in addition to	of the present	transactions. The	omission of a servant
	by the law of the	article 26.	article 16 shall be	member of the	that provided for in	paragraph shall not	value of a national	or agent, it is also
	Court seized of the	4. By agreement	limited to an amount	International	article 32.	exceed the	currency, in terms of	proved that such
	case. The value of the	between the carrier	equivalent to two	Monetary Fund and	5. In no case shall the	limitation, which	the Special Drawing	servant or agent was
	national currency, in	and the shipper, limits	and a half times the	whose law does not	total of compensation	would be established	Right, of a High	acting within the
	terms of the Special	of liability exceeding	freight payable for	permit the applica-	provided for in § 1	under paragraph 1	Contracting Party	scope of its employ-
	Drawing Right, of a	those provided for in	the goods delayed,	tion of the provisions	together with that	for total loss of the	which is not a	ment.
	State which is a	paragraph 1 may be	but not exceeding	of paragraph 7 of this	provided for in	goods with respect	Member of the	6. The limits pres-
	member of the	fixed.	the total freight pay-	article may, at the	articles 30 and 32	to which such liabi-	International	cribed in article 21
	International	Article 26-Unit of	able under the multi-	time of ratification of	exceed the com-	lity was incurred.	Monetary Fund, shall	and in this article
	Monetary Fund, shall	account	modal transport	or accession to the	pensation which	4. The maximum	be calculated in a	shall not prevent the
	be calculated in	<i>l</i> . The unit of account	contract.	Protocol to the CMR	would be payable in	limits of liability	manner determined	court from awarding,

accordance with the method of valuation applied by the International Monetary Fund in effect at the date in operations and operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State accordance with the method of valuation Article 6 of this Convention is the Special Drawing applied by the International Article 6 of this applied by the International Article 6 of this applied by the International Article 6 of this applied by the International or paragraphs 1 and 4 or paragraphs 3 and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State Article 6 of this Convention is the multimodal transport operator, under paragraphs 1 and 4 or paragraphs 3 and of this article to be applied in its territory shall be applied in its territory shall be applied in the value of the national currency of the Special Drawing Right, of a State 5. The aggregate liability of the multimodal transport operator, under paragraphs 3 of this article to be applied in its territory shall be applied in its territory shall be applied in its territory shall be applied in the provided for in § 1 transport document and higher value of the provisions of the paragraph 1 or 3 of this article. 5. The aggregate after, declare that the limit of liability provided for in paragraph 1 do not of the flow in paragraph 1 do not of the goods. 6. If, in accordance with at the limit of liability provided for in paragraph 1 do not of the the goods. 6. If, in accordance with article 16 § 1, the transit period has been established by agreement, other forms of compensation in the provided for in § 1 transport document and higher value of the transport have been expressly whose law does mentioned in the paragraph 2 (b) of the multimodal transport done and higher value of the transport have been expressly whose law does mentioned in the limit of liability provided for in § 1 transport document and higher value of the transport document and higher value of the transpo	part of the court costs and of the other expenses of the liti- gation incurred by the plaintiff, includ- ing interest. The fore- going provision shall not apply if the
applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing applied by the International operations and transactions and currency, in terms of the Special Drawing applied by the International state and higher value of the paragraphs 1 and 4 or paragraphs 3 and the International amounts mentioned in currency, in terms of the Special Drawing applied by the International state according to applied in its of liability provided for in paragraph 3 of this article to be applied in its territory shall be amounts mentioned in currency, in terms of the Special Drawing apply: Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency of the Special Drawing apply: Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency of the Special Drawing applied in its and 4 or paragraphs 3 and 4 of this article, shall not exceed the limit of liability provided for in paragraph 3 of this article to be applied in its territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 paragraph 1 or 3 ponds to the 10/31 in this case, the transit not refuted those applied in its territory shall be agreement, other forms of compensation than those provided for in paragraph 2 (a) where the nature with article 16 § 1, the transit period has been established by agreement, other forms of compensation than those provided for in \$1 may be so agreed. If, in this case, the transit provided for in paragraph 2 (b) of the goods or articles of transport have been expressly whose law does not paragraph 2 (b) of the provisions of the paragraph 2 (c) of the provisions of the paragraph 2 (d) of the provisions of the paragraph 2 (d) of the provi	tion, the whole or part of the court costs and of the other expenses of the liti- gation incurred by the plaintiff, includ- ing interest. The fore- going provision shall not apply if the
applied by the International Special Drawing Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing applied by the International currency of the Special Drawing applied by the Internation is the port operator, under paragraphs 1 and 4 or paragraphs 3 and 4 of this article, shall not exceed the limit of liability provided for in paragraph 3 of this article to be applied in its territory shall be amounts mentioned in transactions. The value of the national currency, in terms of the Special Drawing apply: Convention is the Special Drawing	part of the court costs and of the other expenses of the liti- gation incurred by the plaintiff, includ- ing interest. The fore- going provision shall not apply if the
Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Monetary Fund in effect at the date in question for its operations and transactions and currency find the special Drawing Monetary Fund in effect at the date in question for its operations and transactions. The value of the International the International or paragraphs 1 and 4 or paragraphs 3 and 4 of this article, to be applied in its territory shall be amounts mentioned in transactions. The value of the International or paragraphs 1 and 4 of this article to be applied in its territory shall be amounts mentioned in transactions. The value of the goods or articles of transport have been expressly whose law does not of the provisions of the provisions of the paragraph 1 or 3 by paragraph 1 or 3 by paragraph 1 or 3 Monetary Fund. The dof this article to be applied in its territory shall be agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, the transit period has been established by agreement, other forms of compensation than those paragraphs 2 in the transit period has been established by agreement, other forms of compensations than those provided for in § 1 may be so agreed. If, in this case, the transit of the goods or articles of transport have been expressly whose law does not of the provisions of the paragraph 2 (b) of the goods or articles of transport have been expressly whose law does not of the provisions of the provisions of the provisions of the paragraph 2 (b) of the goods as determined by paragraph to a sation than those provided for in § 1 may be so agreed. If, in this case, the transit period has been established by agreement, other forms of compensations. The total loss of the goods as determined by agreement, other forms of compensations. The monetary unit is agreement, other forms of compensations and this paragraph and the graph and	and of the other expenses of the liti- gation incurred by the plaintiff, includ- ing interest. The fore- going provision shall not apply if the
Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Monetary Fund in effect at the date in question for its operations and transactions. The value of the Special Drawing Right as defined by the International or paragraphs 1 and 4 or paragraphs 3 and 4 of this article, or paragraphs 3 and 4 of this article, shall not exceed the limit of liability for total loss of the goods as determined by paragraph 1 or 3 pragraphs 1 and 4 or paragraphs 3 and 4 of this article to be applied in its territory shall be amounts mentional territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 paragraph 1 or 3 Members of the International date to be applied in its territory shall be agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, the transit period has been established by agreement, other forms of compensation than those paragraph 2 (b) of the provisions of the provisions of the paragraph 2 (b) of the provisions of the paragraph 2 (c) of the provisions of the paragraph 2 (d)	expenses of the liti- gation incurred by the plaintiff, includ- ing interest. The fore- going provision shall not apply if the
question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Monetary Fund. The amounts mentioned in transactions. The value of the special Drawing Monetary Fund. The amounts mentioned in transactions. The value of the national currency of the Special Drawing Monetary Fund. The shall not exceed the limit of liability for total loss of the goods as determined by paragraph 1 or 3 Monetary Fund are forms of compensations adding territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this para	d gation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the
operations and transactions. The value of the national currency, in terms of the Special Drawing amounts mentioned in transactions and transactions and transactions. The value of the national currency of the Special Drawing amounts mentioned in Article 6 are to be limit of liability for total loss of the goods as determined by paragraph 1 or 3 been expressly specified in the transport document and the carrier has paragraph 2 (b) of the provisions of the provided for in § 1 and the carrier has not refuted those.	the plaintiff, includ- ing interest. The fore- going provision shall not apply if the
transactions. The value of the national currency, in terms of the Special Drawing Article 6 are to be value of the national currency of the Special Drawing Article 6 are to be total loss of the provisions of the special Drawing Imit of liability for total loss of the goods as determined by paragraph 1 or 3 Imit of liability for total loss of the goods as determined by paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this paragraph corresponds to the 10/31 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this provided for in § 1 The monetary unit referred to in this p	ion ing interest. The fore- going provision shall not apply if the
value of the national currency, in terms of the Special Drawing the Special Drawing value of the national currency of the Special Drawing value of the national currency of the Special Drawing value of the national currency of the Special Drawing value of the national currency of the special Drawing value of the special Drawing value of the provisions o	f going provision shall not apply if the
currency, in terms of the Special Drawing a State according to by paragraph 1 or 3 paragraph corresponds to the 10/31 paragraph corresponds to the 10/31 may be so agreed. If, in this case, the transit not refuted those paragraph 2 (b) of Article 22 may, at	not apply if the
the Special Drawing a State according to by paragraph 1 or 3 ponds to the 10/31 in this case, the transit not refuted those Article 22 may, at	
Right of a State the value of such of this article gram of gold of periods provided for specifications or time of ratification	
which is not a currency at the date 6. By agreement millesimal fineness in article 16 § \$ 2 to 4 (b) where the parties accession or at any	excluding court costs
member of the of judgement or the between the multi- nine hundred. The are exceeded, the have expressly time thereafter,	and other expenses of
International date agreed upon by modal transport conversion shall be person entitled may agreed to higher declare that the lir	
Monetary Fund, shall the parties. The value operator and the made according to claim either the commaximum limits of of liability of the	not exceed the sum
be calculated in a of a national consignor, limits of the law of the State pensation provided liability. carrier in judicial	which the carrier has
manner determined currency, in terms of liability exceeding concerned. for in the agreement 5. The aggregate of proceedings in the	
by that State. the Special Drawing those provided for in 9. The calculation mentioned above or the amounts of territories is fixed	1
Nevertheless, a State Right, of a paragraphs 1, 3 and mentioned in the last that provided for in compensation sum of two hundred	
which is not a Contracting State 4 of this article may sentence of para- §§ 1 to 5. recoverable from the and fifty monetary	
member of the which is a member of be fixed in the graph 7 of this article carrier, the actual units per kilogram	
International the International multimodal trans- and the conversion carrier and their This monetary unit	•
Monetary Fund and Monetary Fund is to port document. mentioned in para-	
whose law does not be calculated in 7. "Unit of account" graph 8 of this article for the same loss five and a half mile.	
permit the application accordance with the means the unit of shall be made in such shall not exceed grammes of gold of the shall not exceed gram	· ·
of the provisions of method of valuation account mentioned a manner as to ex-	
the preceding applied by the in article 31. press in the national liability provided for nine hundred. This	,
sentences may, at the International Article 31-Unit of currency of the State in this article. sum may be con-	Monetary Units
time of ratification of Monetary Fund in account of as far as possible the Article 28-Unit of verted into the	1. The sums men-
the Protocol of 1979 effect at the date in monetary unit and same real value for account national currency	tioned in terms of
or accession thereto or at any time there- operations and operations of the amount in paragraph 3 of this article operations are conversion.	1
or at any time there- after, declare that the after, declare that the declare that the account referred to account referred to account referred to as is expressed there article 20 of this conversion of this	Right in this Convention shall be
limits of liability value of a national in article 18 of this in units of account.	
provided for in this currency in terms of Convention is the States shall com- Special Drawing currency shall be	the Special Drawing
Convention to be the Special Drawing Special Drawing municate to the Right as defined by made according to	Right as defined by
applied in its territory Right of a Right as defined by Secretary-General of the International the law of the State	
shall be fixed as Contracting State the International the United Nations Monetary Fund. The concerned.	Monetary Fund.
follows: which is not a Monetary Fund. The the manner of calcu-	Conversion of the
i) in respect of the member of the amounts referred to lation pursuant to in article 20 are to be	sums into national
amount of 666.67 International in article 18 shall be paragraph 7 of this converted into the	currencies shall, in
units of account Monetary Fund is to converted into the article or the result of national currency of	case of judicial
mentioned in sub- be calculated in a national currency of the conversion in a State according to	proceedings, be made
paragraph a) of manner determined a State according to paragraph 8 of this the value of such	according to the
paragraph 5 of this by that State. the value of such article as the case currency at the date	value of such curren-
Article, 10,000 2. Nevertheless, those currency on the date may be, when of judgement or the	cies in terms of the
monetary units; States which are not of the judgement or depositing an date agreed upon by	Special Drawing
ii) in respect of the members of the award or the date instrument referred the parties. The	Right at the date of
amount of 2 units of International agreed upon by the to in Article 3 of the value of a national	the judgement. The

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	account mentioned in	Monetary Fund and	parties. The value of	Protocol to the CMR		currency, in terms of		value of a national
	sub-paragraph a) of	whose law does not	a national currency,	and whenever there		the Special Drawing		currency, in terms of
	paragraph 5 of this	permit the application	in terms of the	is a change in either.		Rights, of a		the Special Drawing
	Article, 30 monetary	of the provisions of	Special Drawing	Article 24		Contracting State		Right, of a State
	units.	paragraph 1 of this	Right, of a	The sender may,		which is a member		Party which is a
	The monetary unit	Article may, at the	Contracting State	against payment of a		of the International		Member of the
	referred to in the	time of signature, or	which is a member	surcharge to be		Monetary Fund is to		International
	preceding sentence	at the time of ratifica-	of the International	agreed upon, declare		be calculated in		Monetary Fund, shall
	corresponds to 65.5	tion, acceptance,	Monetary Fund,	in the consignment		accordance with the		be calculated in
	milligrammes of gold	approval or accession	shall be calculated	note a value for the		method of evalua-		accordance with the
	of millesimal fineness	or at any time	in accordance with	goods exceeding the		tion applied by the		method of valuation
	900'. The conversion	thereafter, declare	the method of	limit laid down in		International		applied by the
	of the amounts	that the limits of	valuation applied by	article 23, para-		Monetary Fund in		International
	specified in that	liability provided for	the International	graph 3, and in that		effect at the date in		Monetary Fund, in
	sentence into the	in this Convention to	Monetary Fund, in	case the amount of		question for its		effect at the date of
	national currency	be applied in their	effect on the date in	the declared value		operations and		the judgement, for its
	shall be made	territories shall be	question, for its	shall be substituted		transactions.		operations and
	according to the law	fixed as: 12,500	operations and	for that limit.				transactions. The
	of the State con-	monetary units per	transactions. The	Article 25				value of a national
	cerned. The calcula-	package or other	value of a national	1. In case of damage,				currency, in terms of
	tion and the conver-	shipping unit or 37.5	currency in terms of	the carrier shall be				the Special Drawing
	sion mentioned in the	monetary units per	the Special Drawing	liable for the amount				Right, of a State
	preceding sentences	kilogram of gross	right of a	by which the goods				Party which is not a
	shall be made in such	weight of the goods.	Contracting State	have diminished in				Member of the
	a manner as to	3. The monetary unit	which is not a	value, calculated by				International
	express in the	referred to in para-	member of the	reference to the value				Monetary Fund, shall
	national currency of	graph 2 of this Article	International	of the goods fixed in				be calculated in a
	that State as far as	corresponds to sixty-	Monetary Fund shall	accordance with				manner determined
	possible the same real	five and a half	be calculated in a	article 23, para-				by that State.
	value for the amounts	milligrams of gold of	manner determined	graphs 1, 2 and 4.				2. Nevertheless,
	in sub-paragraph a) of	millesimal fineness	by that State.	2. The compensation				those States which
	paragraph 5 of this	nine hundred. The	2. Nevertheless, a	may not, however,				are not Members of
	Article as is	conversion of the	State which is not a	exceed:				the International
	expressed there in	amounts referred to in	member of the	(a) If the whole con-				Monetary Fund and
	units of account.	paragraph 2 into the	International	signment has been				whose law does not
	States shall commu-	national currency is to	Monetary Fund and	damaged, the amount				permit the applica-
	nicate to the deposi-	be made according to	whose law does not	payable in the case of				tion of the provisions
	tary the manner of	the law of the State	permit the applica-	total loss;				of paragraph 1 of this
	calculation or the	concerned.	tion of the provi-	(b) If part only of the				article may, at the
	result of the con-	4. The calculation	sions of paragraph 1	consignment has				time of ratification or
	version as the case	mentioned in the last	of this article may, at	been damaged, the				accession or at any
	may be, when	sentence of para-	the time of signa-	amount payable in				time thereafter,
	depositing an instru-	graph I and the	ture, ratification,	the case of loss of the				declare that the limit
	ment of ratification of	conversion mentioned	acceptance, approval	part affected.				of liability of the
	the Protocol of 1979	in paragraph 3 of this	or accession, or at	Article 26				carrier prescribed in
	or of accession	Article is to be made	any time thereafter,	1. The sender may,				article 21 is fixed at a
	thereto and whenever	in such a manner as	declare that the	against payment of a				sum of 1500000
	there is a change in	to express in the	limits of liability	surcharge to be				monetary units per
	either.	national currency of	provided for in this	agreed upon, fix the				passenger in judicial
	f) The declaration	the Contracting State	Convention to be	amount of a special				proceedings in their

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	mentioned in sub-	as far as possible the	applied in its terri-	interest in delivery in				territories; 62500
	paragraph (a) of this	same real value for	tory shall be fixed as	the case of loss or				monetary units per
	paragraph, if	the amounts in	follows: with regard	damage or of the				passenger with res-
	embodied in the bill	Article 6 as is	to the limits	agreed time-limit				pect to paragraph 1
	of lading, shall be	expressed there in	provided for in	being exceeded, by				of Article 22; 15000
	prima facie evidence,	units of account.	paragraph 1 of	entering such amount				monetary units per
	but shall not be	Contracting States	article 18, to 13,750	in the consignment				passenger with res-
	binding or conclusive	must communicate to	monetary units per	note.				pect to paragraph 2
	on the carrier.	the depositary the	package or other	2. If a declaration of				of article 22; and 250
	g) By agreement	manner of calculation	shipping unit or	a special interest in				monetary units per
	between the carrier,	pursuant to para-	41.25 monetary	delivery has been				kilogramme with res-
	master or agent of the	graph 1 of this	units per kilogram	made, compensation				pect to paragraph 3
	carrier and the	Article, or the result	of gross weight of	for the additional				of article 22. This
	shipper other maxi-	of the conversion	the goods, and with	loss or damage				monetary unit corres-
	mum amounts than	mentioned in para-	regard to the limit	proved may be				ponds to sixty-five
	those mentioned in	graph 3 of this	provided for in	claimed, up to the				and a half milli-
	sub-paragraph (a) of	Article, as the case	paragraph 3 of	total amount of the				grammes of gold of
	this paragraph may be	may be, at the time of	article 18, to 124	interest declared,				millesimal fineness
	fixed, provided that	signature or when	monetary units.	independently of the				nine hundred. These
	no maximum amount	depositing their	3. The monetary unit	compensation				sums may be con-
	so fixed shall be less	instruments of	referred to in para-	provided for in				verted into the
	than the appropriate	ratification, accept-	graph 2 of this	articles 23, 24 and				national currency
	maximum mentioned	ance, approval or	article corresponds	25.				concerned in round
	in that sub-paragraph.	accession, or when	to sixty-five and a	Article 27				figures. The conver-
	h) Neither the carrier	availing themselves	half milligrams of	1. The claimant shall				sion of these sums
	nor the ship shall be	of the option provided	gold of millesimal	be entitled to claim				into national cur-
	responsible in any	for in paragraph 2 of	fineness nine	interest on compen-				rency shall be made
	event for loss or	this Article and	hundred. The con-	sation payable. Such				according to the law
	damage to, or in	whenever there is a	version of the	interest, calculated at				of the State
	connection with,	change in the manner	amount referred to	five per centum per				concerned.
	goods if the nature or	of such calculation or	in paragraph 2 of	annum, shall accrue				The calculation
	value thereof has	in the result of such	this article into	from the date on				mentioned in the last
	been knowingly mis-	conversion.	national currency	which the claim was				sentence of para-
	stated by the shipper		shall be made	sent in writing to the				graph 1 of this article
	in the bill of lading.		according to the law	carrier or, if no such				and the conversion
			of the State	claim has been made,				method mentioned in
			concerned.	from the date on				paragraph 2 of this
			4. The calculation	which legal proceed-				article shall be made
			mentioned in the last	ings were instituted.				in such manner as to
			sentence of para-	2. When the amounts				express in the
			graph 1 of this	on which the calcu-				national currency of
			article and the	lation of the compen-				the State Party as far
			conversion referred	sation is based are				as possible the same
			to in paragraph 3 of	not expressed in the				real value for the
			this article shall be	currency of the				amounts in
			made in such a	country in which				articles 21 and 22 as
			manner as to express	payment is claimed,				would result from the
			in the national	conversion shall be				application of the
			currency of the	at the rate of				first three sentences
			Contracting State as	exchange applicable				of paragraph 1 of this
			far as possible the	on the day and at the				article. States Parties

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
			same real value for	place of payment of		<u> </u>		shall communicate to
			the amounts in	compensation.				the depositary the
			article 18 as is					manner of calcula-
			expressed there in					tion pursuant to
			units of account.					paragraph 1 of this
			5. Contracting States					article, or the result
			shall communicate					of the conversion in
			to the depositary the					paragraph 2 of this
			manner of calcula-					article as the case
			tion pursuant to the					may be, when depo-
			last sentence of					siting an instrument
			paragraph 1 of this					of ratification,
			article, or the result					acceptance, approval
			of the conversion					of or accession to
			pursuant to para-					this Convention and
			graph 3 of this					whenever there is a
			article, as the case					change in either.
			may be, at the time					Article 24-Review of
			of signature or when					Limits
			depositing their					1. Without preju-
			instruments of					dice to the provisions
			ratification, accept-					of article 25 of this
			ance, approval or					Convention and sub-
			accession, or when					ject to paragraph 2
			availing themselves					below, the limits of
			of the option					liability prescribed in
			provided for in					articles 21, 22 and 23
			paragraph 2 of this					shall be reviewed by
			article and whenever					the Depositary at
			there is a change in					five-year intervals,
			the manner of such					the first such review
			calculation or in the					to take place at the
			result of such					end of the fifth year
			conversion.					following the date of
			Conversion.					entry into force of
								this Convention, or if
								the Convention does
								not enter into force
								within five years of
								the date it is first
								open for signature,
								within the first year
								of its entry into force,
								by reference to an
								inflation factor which
								corresponds to the
								accumulated rate of
								inflation since the
								previous revision or
								in the first instance
	1	1	1	1				in the first instance

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
								since the date of
								entry into force of
								the Convention. The
								measure of the rate
								of inflation to be
								used in determining
								the inflation factor
								shall be the weighted
								average of the annual
								rates of increase or
								decrease in the Con-
								sumer Price Indices
								of the States whose
								currencies comprise
								the Special Drawing
								Right mentioned in
								paragraph 1 of
								article 23.
								2. If the review
								referred to in the
								preceding paragraph
								concludes that the
								inflation factor has
								exceeded 10 per cent,
								the Depositary shall
								notify States Parties
								of a revision of the
								limits of liability.
								Any such revision
								shall become effec-
								tive six months after
								its notification to the
								States Parties. If
								within three months
								after its notification
								to the States Parties a
								majority of the States
								Parties register their
								disapproval, the
								revision shall not
								become effective
								and the Depositary
								shall refer the matter
								to a meeting of the
								States Parties. The
								Depositary shall
								immediately notify
								all States Parties of
								the coming into
								revision
								force of any revision.

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
								3. Notwithstanding
								paragraph 1 of this
								article, the procedure
								referred to in para-
								graph 2 of this article
								shall be applied at
								any time provided
								that one-third of the
								States Parties express
								a desire to that effect
								and upon condition
								that the inflation
								factor referred to in
								paragraph 1 has
								exceeded 30 per cent
								since the previous
								revision or since the
								date of entry into
								force of this
								Convention if there
								has been no previous
								revision. Subsequent
								reviews using the
								procedure described
								in paragraph 1 of this
								article will take place
								at five-year intervals
								starting at the end of
								the fifth year
								following the date of
								the reviews under the
								present paragraph.

6.8. Loss of the right to limit liability

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.8 Loss of the right to	Article 4.5	Article 8 - Loss of	Article 21 - Loss of	Article 29	Article 36-Loss of	Article 21-Loss of	Article 25	Article 22-Limits of
limit liability	(e) Neither the carrier	right to limit	the right to limit	1. The carrier shall	right to invoke the	right to limit	In the carriage of	Liability in Relation
Neither the carrier nor	nor the ship shall be	responsibility	liability	not be entitled to	limits	liability	passengers and	to Delay, Baggage
any of the persons	entitled to the benefit	1. The carrier is not	1. The multimodal	avail himself of the	of liability	1. The carrier or the	baggage, the limits of	and Cargo
mentioned in	of the limitation of	entitled to the benefit	transport operator is	provisions of this	The limits of liability	actual carrier is not	liability specified in	5. The foregoing
article 6.3.2 is entitled	liability provided for	of the limitation of	not entitled to the	chapter which	provided for in	entitled to the	Article 22 shall not	provisions of
to limit their liability	in this paragraph if it	liability provided for	benefit of the limita-	exclude or limit his	Article 15 § 3,	defences and limits	apply if it is proved	paragraphs 1 and 2 of
as provided in	is proved that the	in Article 6 if it is	tion of liability	liability or which	Article 19 §§ 6 and 7,	of liability provided	that the damage	this Article shall not
articles [6.4.2,] 6.6.4,	damage resulted from	proved that the loss,	provided for in this	shift the burden of	Article 30 and	for in this	resulted from an act	apply if it is proved
and 6.7 of this instru-	an act or omission of	damage or delay in	Convention if it is	proof if the damage	Articles 32 to 35 shall	Convention or in the	or omission of the	that the damage
ment, [or as provided	the carrier done with	delivery resulted from	proved that the loss,	was caused by his	not apply if it is	contract of carriage	carrier, his servants	resulted from an act
in the contract of	intent to cause	an act or omission of	damage or delay in	wilful misconduct or	proved that the loss	if it is proved that he	or agents, done with	or omission of the
carriage,] if the	damage, or recklessly	the carrier done with	delivery resulted	by such default on his	or damage results	himself caused the	intent to cause	carrier, its servants or
claimant proves that	and with knowledge	the intent to cause	from an act or	part as, in accordance	from an act or	damage by an act or	damage or recklessly	agents, done with

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
[the delay in delivery	that damage would	such loss, damage or	omission of the	with the law of the	omission, which the	omission, either with	and with knowledge	intent to cause
of,] the loss of, or the	probably result.	delay, or recklessly	multimodal trans-	court or tribunal	carrier has committed	the intent to cause	that damage would	damage or recklessly
damage to or in		and with knowledge	port operator done	seised of the case, is	either with intent to	such damage, or	probably result;	and with knowledge
connection with the		that such loss, dam-	with the intent to	considered as equiva-	cause such loss or	recklessly and with	provided that, in the	that damage would
goods resulted from a		age or delay would	cause such loss,	lent to wilful miscon-	damage, or recklessly	knowledge that such	case of such act or	probably result;
personal act or		probably result.	damage or delay or	duct.	and with knowledge	damage would	omission of a servant	provided that in the
omission of the person		2. Notwithstanding	recklessly and with	2. The same provi-	that such loss or	probably result.	or agent, it is also	case of such act or
claiming a right to		the provisions of	knowledge that such	sion shall apply if the	damage would	2. Similarly, the	proved that he was	omission of a servant
limit done with the		paragraph 2 of	loss, damage or	wilful misconduct or	probably result.	servants and agents	acting within the	or agent, it is also
intent to cause such		Article 7, a servant or	delay would	default is committed		acting on behalf of	scope of his	proved that such
loss or damage, or		agent of the carrier is	probably result.	by the agents or		the carrier or the	employment.	servant or agent was
recklessly and with		not entitled to the	2. Notwithstanding	servants of the carrier		actual carrier are not		acting within the
knowledge that such		benefit of the	paragraph 2 of	or by any other		entitled to the		scope of its
loss or damage would		limitation of liability	article 20, a servant	persons of whose		defences and limits		employment.
probably result.		provided for in	or agent of the	services he makes		of liability provided		
		Article 6 if it is	multimodal trans-	use for the perform-		for in this		
		proved that the loss,	port operator or	ance of the carriage,		Convention or in the		
		damage or delay in	other person of	when such agents,		contract of carriage,		
		delivery resulted from	whose services he	servants or other		if it is proved that		
		an act or omission of	makes use for the	persons are acting		they caused the		
		such servant or agent,	performance of the	within the scope of		damage in the		
		done with the intent	multimodal trans-	their employment.		manner described in		
		to cause such loss,	port contract is not	Furthermore, in such		paragraph 1.		
		damage or delay, or	entitled to the	a case such agents,				
		recklessly and with	benefit of the	servants or other				
		knowledge that such	limitation of liability	persons shall not be				
		loss, damage or delay	provided for in this	entitled to avail				
		would probably	Convention if it is	themselves, with				
		result.	proved that the loss,	regard to their				
			damage or delay in	personal liability, of				
			delivery resulted	the provisions of this				
			from an act or	chapter referred to in				
			omission of such	paragraph 1.				
			servant, agent or					
			other person, done with the intent to					
			cause such loss,					
			damage or delay or					
			recklessly and with					
			knowledge that such					
			loss, damage or					
			delay would					
		ĺ	probably result.		I			

6.9. NOTICE OF LOSS, DAMAGE OR DELAY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.9 Notice of loss,	Article 3	Article 19-Notice of	Article 24-Notice of	Article 30	Article 44-Persons	Article 23-Notice of	Article 26	Article 31-Timely
•	6. Unless notice of	loss, damage or delay	loss, damage or	1. If the consignee	who may bring an	damage	1. Receipt by the	Notice of
	loss or damage and	1. Unless notice of	delay	takes delivery of the	action against the	1. The acceptance	person entitled to	Complaints
	the general nature of	loss or damage,	1. Unless notice of	goods without duly	carrier	without reservation	delivery of luggage	1. Receipt by the
1 /	such loss or damage	specifying the general	loss or damage,	checking their con-	2. The right of the	of the goods by the	or goods without	person entitled to
	be given in writing to	nature of such loss or	specifying the	dition with the carrier	consignee to bring an	consignee is prima	complaint is prima	delivery of checked
• /	the carrier or his	damage, is given in	general nature of	or without sending	action shall be	facie evidence of the	facie evidence that	baggage or cargo
	agent at the port of	writing by the	such loss or damage,	him reservations	extinguished from	delivery by the	the same have been	without complaint is
O .	discharge before or at	consignee to the	is given in writing by	giving a general	the time when the	carrier of the goods	delivered in good	prima facie evidence
	the time of the	carrier not later than	the consignee to the	indication of the loss	person designated by	in the same condition	condition and in	that the same has
1	removal of the goods	the working day after	multimodal transport	or damage, not later	the consignee in	and quantity as when	accordance with the	been delivered in
	into the custody of	the day when the	operator not later	than the time of	accordance with	they were handed	document of	good condition and
Ü	the person entitled to	goods were handed	than the working day	delivery in the case	Article 18 § 5 has	over to him for	carriage.	in accordance with
	delivery thereof under	over to the consignee,	after the day when	of apparent loss or	taken possession of	carriage.	2. In the case of	the document of
0 /	the contract of	such handing over is	the goods were	damage and within	the consignment	2. The carrier and the	damage, the person	carriage or with the
0	carriage, or, if the loss	prima facie evidence	handed over to the	seven days of	note, accepted the	consignee may	entitled to delivery	record preserved by
0 /	or damage be not	of the delivery by the	consignee, such	delivery, Sundays	goods or asserted his	require an inspection	must complain to the	the other means
0	apparent, within three	carrier of the goods as	handing over is	and public holidays	rights pursuant to	of the condition and	carrier forthwith after	referred to in
1 01 1	days, such removal	described in the docu-	prima facie evidence	excepted, in the case	Article 17 § 3.	quantity of the goods	the discovery of the	paragraph 2 of
	shall be prima facie	ment of transport or,	of the delivery by the	of loss or damage	Article 17 g 5.	on delivery in the	damage, and, at the	Article 3 and
0	evidence of the	if no such document	multimodal transport	which is not		presence of the two	latest, within seven	paragraph 2 of
• / /	delivery by the carrier	has been issued, in	operator of the goods	apparent, the fact of		parties.	days from the date of	Article 4.
o l	of the goods as	good condition.	as described in the	this taking delivery		3. Where the loss or	receipt in the case of	2. In the case of
	described in the bill	2. Where the loss or	multimodal transport	shall be prima facie,		damage to the goods	baggage and fourteen	damage, the person
5 · · · · · · · · · · · · · · · · · · ·	of lading.	damage is not appa-	document.	evidence that he has		is apparent, any	days from the date of	entitled to delivery
the goods. Such a	The notice in writing	rent, the provisions of	2. Where the loss or	received the goods in		reservation on the	receipt in the case of	must complain to the
Ü	need not be given if	paragraph 1 of this	damage is not	the condition des-		part of the consignee	cargo. In the case of	carrier forthwith
•	the state of the goods	Article apply	apparent, the provi-	cribed in the consign-		must be formulated	delay the complaint	after the discovery of
•	has, at the time of	correspondingly if	sions of paragraph 1	ment note. In the case		in writing specifying	must be made at the	the damage, and, at
Ü	their receipt, been the	notice in writing is	of this article apply	of loss or damage		the general nature of	latest within twenty-	the latest, within
	subject of joint survey	not given within	correspondingly if	which is not apparent		the damage, at latest	one days from the	seven days from the
	or inspection.	15 consecutive days	notice in writing is	the reservations		at the time of	date on which the	date of receipt in the
the carrier or the	or mopeetion.	after the day when the	not given within six	referred to shall be		delivery, unless the	baggage or cargo	case of checked
performing party		goods were handed	consecutive days	made in writing.		consignee and the	have been placed at	baggage and fourteen
against whom liability		over to the consignee.	after the day when	2. When the condi-		carrier have jointly	his disposal.	days from the date of
is being asserted.		3. If the state of the	the goods were	tion of the goods has		checked the condi-	3. Every complaint	receipt in the case of
6.9.2 No compensation		goods at the time they	handed over to the	been duly checked by		tion of the goods.	must be made in	cargo. In the case of
is payable under		were handed over to	consignee.	the consignee and the		4. Where the loss or	writing upon the	delay, the complaint
article 6.4 unless		the consignee has	3. If the state of the	carrier, evidence		damage to the goods	document of carriage	must be made at the
notice of such loss was		been the subject of a	goods at the time	contradicting the		is not apparent, any	or by separate notice	latest within twenty-
given to the person		joint survey or	they were handed	result of this check-		reservation on the	in writing despatched	one days from the
against whom liability		inspection by the	over to the consignee	ing shall only be		part of the consignee	within the times	date on which the
is being asserted		parties, notice in	has been the subject	admissible in the case		must be notified in	aforesaid.	baggage or cargo
within 21 consecutive		writing need not be	of a joint survey or	of loss or damage		writing specifying	4. Failing complaint	have been placed at
days following delivery		given of loss or	inspection by the	which is not apparent		the general nature of	within the times	his or her disposal.
of the goods.		damage ascertained	parties or their	and provided that the		the damage, at latest	aforesaid, no action	3. Every complaint
6.9.3 When the notice		during such survey or	authorised represen-	consignee has duly		within 7 consecutive	shall lie against the	must be made in
referred to in this		inspection.	tatives at the place of	sent reservations in		days from the time of	carrier, save in the	writing and given or

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
chapter is given to the		4. In the case of any	delivery, notice in	writing to the carrier	00000	delivery; in such	case of fraud on his	dispatched within the
performing party that		actual or apprehended	writing need not be	within seven days,		case, the injured	part.	times aforesaid.
delivered the goods, it		loss or damage the	given of loss or	Sundays and public		party shall show that	1	4. If no complaint is
has the same effect as		carrier and the	damage ascertained	holidays excepted,		the damage was		made within the
if that notice was given		consignee must give	during such survey or	from the date of		caused while the		times aforesaid, no
to the carrier, and		all reasonable	inspection.	checking.		goods were in the		action shall lie
notice given to the		facilities to each other	4. In the case of any	3. No compensation		charge of the carrier.		against the carrier,
carrier has the same		for inspecting and	actual or appre-	shall be payable for		5. No compensation		save in the case of
effect as notice given		tallying the goods.	hended loss or	delay in delivery		shall be payable for		fraud on its part.
to the performing		5. No compensation	damage the multi-	unless a reservation		damage resulting		1
party that delivered		shall be payable for	modal transport	has been sent in		from delay in		
the goods.		loss resulting from	operator and the	writing to the carrier,		delivery unless the		
6.9.4 In the case of		delay in delivery	consignee shall give	within twenty-one		consignee can prove		
any actual or		unless a notice has	all reasonable facili-	days from the time		that he gave notice of		
apprehended loss or		been given in writing	ties to each other for	that the goods were		the delay to the		
damage, the parties to		to the carrier within	inspecting and	placed at the disposal		carrier within		
the claim or dispute		60 consecutive days	tallying the goods.	of the consignee.		21 consecutive days		
must give all		after the day when the	5. No compensation	4. In calculating the		following delivery of		
reasonable facilities to		goods were handed	shall be payable for	time-limits provided		the goods and that		
each other for		over to the consignee.	loss resulting from	for in this article the		this notice reached		
inspecting and tallying		6. If the goods have	delay in delivery	date of delivery, or		the carrier.		
the goods.		been delivered by an	unless notice has	the date of checking,				
		actual carrier, any	been given in writing	or the date when the				
		notice given under	to the multimodal	goods were placed at				
		this Article to him	transport operator	the disposal of the				
		shall have the same	within 60 consecu-	consignee, as the				
		effect as if it had been	tive days after the	case may be, shall				
		given to the carrier,	day when the goods	not be included.				
		and any notice given	were delivered by	5. The carrier and the				
		to the carrier shall	handing over to the	consignee shall give				
		have effect as if given	consignee or when	each other every				
		to such actual carrier.	the consignee has	reasonable facility				
		7. Unless notice of	been notified that the	for making the				
		loss or damage,	goods have been	requisite				
		specifying the general	delivered in	investigations and				
		nature of the loss or	accordance with	checks.				
		damage, is given in	paragraph 2 (b) (ii)					
		writing by the carrier	or (iii) of article 14.					
		or actual carrier to the	6. Unless notice of					
		shipper not later than	loss or damage,					
		90 consecutive days	specifying the					
		after the occurrence	general nature of the					
		of such loss or	loss or damage, is					
		damage or after the	given in writing by					
		delivery of the goods	the multimodal					
		in accordance with	transport operator to					
		paragraph 2 of	the consignor not					
		Article 4, whichever	later than 90 conse-					
		is later, the failure to	cutive days after the					
		give such notice is	occurrence of such					
		prima facie evidence	loss or damage or					

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		that the carrier or the	after the delivery of					
		actual carrier has	the goods in					
		sustained no loss or	accordance with					
		damage due to the	paragraph 2 (b) of					
		fault or neglect of the	article 14, whichever					
		shipper, his servants	is later, the failure to					
		or agents.	give such notice is					
		8. For the purpose of	prima facie evidence					
		this Article, notice	that the multimodal					
		given to a person	transport operator					
		acting on the carrier's	has sustained no loss					
		or the actual carriers'	or damage due to the					
		behalf, including the	fault or neglect of the					
		master or the officer	consignor, his					
		in charge of the ship,	servants or agents.					
		or to a person acting	7. If any of the notice					
		on the shipper's	periods provided for					
		behalf is deemed to	in paragraphs 2,5 and					
		have been given to	6 of this article					
		the carrier, to the	terminates on a day					
		actual carrier or to the	which is not a					
		shipper, respectively.	working day at the					
			place of delivery,					
			such period shall be					
			extended until the					
			next working day.					
			8. For the purpose of					
			this article, notice					
			given to a person					
			acting on the multi- modal transport					
			operator's behalf,					
			including any person					
			of whose services he					
			makes use at the					
			place of delivery, or					
			to a person acting on					
			the consignor's					
			behalf, shall be					
			deemed to have been					
			given to the multi-					
			modal transport					
			operator, or to the					
			consignor, res-					
			pectively.					

6.10. Non-contractual claims

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
6.10-Non-contractual	Article 4 bis	Article 7-Application	Article 20-Non-	Article 28	Article 41-Other	Article 22-	Article 24	Article 29-Basis of
claims	1. The defences and	to non-contractual	contractual liability	1. In cases where,	actions	Application of the	1. In the carriage of	Claims
The defences and	limits of liability	claims	1. The defences and	under the law appli-	1. In all cases where	defences and limits	passengers and	In the carriage of
limits of liability	provided for in this	1. The defences and	limits of liability	cable, loss, damage	these Uniform Rules	of liability	baggage, any action	passengers, baggage
provided for in this	Convention shall	limits of liability	provided for in this	or delay arising out	shall apply, any	The defences and	for damages,	and cargo, any action
instrument and the	apply in any action	provided for in this	Convention shall	of carriage under this	action in respect of	limits of liability	however founded,	for damages,
responsibilities	against the carrier in	Convention apply in	apply in any action	Convention gives rise	liability, on whatever	provided for in this	can only be brought	however founded,
imposed by this	respect of loss or	any action against the	against the multi-	to an extra-	grounds, may be	Convention or in the	subject to the condi-	whether under this
instrument apply in	damage to goods	carrier in respect of	modal transport	contractual claim, the	brought against the	contract of carriage	tions and limits set	Convention or in
any action against the	covered by a contract	loss or damage to the	operator in respect of	carrier may avail	carrier only subject	apply in any action in	out in this	contract or in tort or
carrier or a perform-	of carriage whether	goods covered by the	loss resulting from	himself of the	to the conditions and	respect of loss or	Convention, without	otherwise, can only
ing party for loss of,	the action be founded	contract of carriage	loss of or damage to	provisions of this	limitations laid down	damage to or delay in	prejudice to the	be brought subject to
for damage to, or in	in contract or in tort.	by sea, as well as of	the goods, as well as	Convention which	in these Uniform	delivery of the goods	question as to who	the conditions and
connection with the		delay in delivery	from delay in deli-	exclude his liability	Rules.	covered by the	are the persons who	such limits of
goods covered by a		whether the action is	very, whether the	of which fix or limit	2. The same shall	contract of carriage,	have the right to	liability as are set out
contract of carriage,		founded in contract,	action be founded in	the compensation	apply to any action	whether the action is	bring suit and what	in this Convention
whether the action is		in tort or otherwise.	contract, in tort or	due.	brought against the	founded in contract,	are their respective	without prejudice to
founded in contract, in		2. If such action is	otherwise.	2. In cases where the	servants or other	in tort or otherwise.	rights.	the question as to
tort, or otherwise.		brought against a		extra-contractual	persons for whom			who are the persons
		servant or agent of the		liability for loss,	the carrier is liable			who have the right to
		carrier, such servant		damage or delay of	pursuant to			bring suit and what
		or agent, if he proves		one of the persons for	Article 40.			are their respective
		that he acted within		whom the carrier is				rights. In any such
		the scope of his		responsible under the				action, punitive,
		employment, is		terms of article 3 is in				exemplary or any
		entitled to avail		issue, such person				other non-
		himself of the		may also avail				compensatory
		defences and limits of		himself of the				damages shall not be
		liability which the		provisions of this				recoverable.
		carrier is entitled to		Convention which				
		invoke under this		exclude the liability				
		Convention.		of the carrier or				
		3. Except as provided		which fix or limit the				
		in Article 8, the		compensation due.				
		aggregate of the						
		amounts recoverable						
		from the carrier and						
		from any persons						
		referred to in para-						
		graph 2 of this Article shall not exceed the						
		limits of liability						
		provided for in this						
	1	Convention.			1	ĺ	ĺ	

LIVE ANIMALS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
17-Limits of	Article 1	Article 5-Basis of	-	-		-		- '
contractual freedom	c) "Goods" includes	liability						
17.2 Notwithstanding	goods, wares, mer-	5. With respect to live						
the provisions of	chandises, and	animals, the carrier is						
chapters 5 and 6 of this	articles of every kind	not liable for loss,						
instrument, both the	whatsoever except	damage or delay in						
carrier and any	live animals and	delivery resulting						
performing party may	cargo which by the	from any special risks						
by the terms of the	contract of carriage is	inherent in that kind						
contract of carriage	stated as being	of carriage. If the						
exclude or limit their	carried on deck and is	carrier proves that he						
liability for loss or	so carried.	has complied with						
damage to the goods if		any special instruc-						
(a) the goods are live		tions given to him by						
animals, or		the shipper respecting						
(b) the character or		the animals and that,						
condition of the goods		in the circumstances						
or the circumstances		of the case, the loss,						
and terms and condi-		damage or delay in						
tions under which the		delivery could be						
carriage is to be		attributed to such						
performed are such as		risks, it is presumed						
reasonably to justify a		that the loss, damage						
special agreement,		or delay in delivery						
provided that ordinary		was so caused, unless						
commercial shipments		there is proof that all						
made in the ordinary		or a part of the loss,						
course of trade are not		damage or delay in						
concerned and no		delivery resulted from						
negotiable transport		fault or neglect on the						
document or		part of the carrier, his						
negotiable electronic		servants or agents.						
record is or is to be								
issued for the carriage								
of the goods.								

CHAPTER 7 – OBLIGATIONS OF THE SHIPPER

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		Article 12-General	MULTIMODAL Article 12-	Article 7	Article 8-		Article 10	Article 10-
Article 7-Obligations of the shipper	Article 3(5) The shipper shall be	Articie 12-General rule	Guarantee by the	1. The sender shall be	Responsibility for	Article 6-Obligations of the shipper	1. The consignor is	Responsibility for
7.1 Subject to the	deemed to have	The shipper is not	consignor	responsible for all	particulars entered	1. The shipper shall be	responsible for the	Particulars of
provisions of the	guaranteed to the	liable for loss sus-	1. The consignor	expenses, loss and	on the consignment	required to pay the	correctness of the	Documentation Documentation
*	carrier the accuracy at	tained by the carrier	shall be deemed to	damage sustained by		1 1 3		1. The consignor is
contract of carriage,	,	1		, ,	note	amounts due under the	particulars and	_
the shipper shall	the time of shipment	or the actual carrier,	have guaranteed to	the carrier by reason	1. The consignor	contract of carriage.	statements relating	responsible for the
deliver the goods	of the marks, number,	or for damage sus-	the multimodal trans-	of the inaccuracy or	shall be responsible	2. The shipper shall	to the cargo inserted	correctness of the
ready for carriage and	quantity and weight,	tained by the ship,	port operator the	inadequacy of:	for all costs, loss or	furnish the carrier in	by him or on his	particulars and
in such condition that	as furnished by him,	unless such loss or	accuracy, at the time	(a) The particulars	damage sustained by	writing, before the	behalf in the air	statements relating
they will withstand the	and the shipper shall	damage was caused	the goods were taken	specified in article 6,	the carrier by reason	goods are handed over,	waybill or furnished	to the cargo inserted by it or on its behalf
intended carriage,	indemnify the carrier	by the fault or neglect	in charge by the	paragraph 1, (b), (d),	of	with the following	by him or on his	,
including their	against all loss,	of the shipper, his	multimodal transport	(e), (f), (g), (h) and	a) the entries made	particulars concerning	behalf to the carrier	in the air waybill or
loading, handling,	damages and	servants or agents.	operator, of particu-	(j);	by the consignor in	the goods to be carried:	for insertion in the	furnished by it or on
stowage, lashing and	expenses arising or	Nor is any servant or	lars relating to the	(b) The particulars	the consignment note	(a) Dimensions, number	receipt for the cargo	its behalf to the
securing, and	resulting from inac-	agent of the shipper	general nature of the	specified in article 6,	being irregular,	or weight and stowage	or for insertion in	carrier for insertion
discharge, and that	curacies in such	liable for such loss or	goods, their marks,	paragraph 2;	incorrect, incomplete	factor of the goods;	the record preserved	in the cargo receipt
they will not cause	particulars. The right	damage unless the	number, weight and	(c) Any other parti-	or made elsewhere	(b) Marks necessary for	by the other means	or for insertion in
injury or damage. In	of the carrier to such	loss or damage was	quantity and, if	culars or instructions	than in the allotted	identification of the	referred to in	the record preserved
the event the goods are	indemnity shall in no	caused by fault or	applicable, to the	given by him to	space, or	goods;	paragraph 2 of	by the other means
delivered in or on a	way limit his respon-	neglect on his part.	dangerous character	enable the consign-	b) the consignor	(c) Nature, characteris-	article 5.	referred to in
container or trailer	sibility and liability	Article 13-Special	of the goods, as	ment note to be made	omitting to make the	tics and properties of	2. The consignor	paragraph 2 of
packed by the shipper,	under the contract of	rules on dangerous	furnished by him for	out or for the purpose	entries prescribed by	the goods;	shall indemnify the	article 4. The
the shipper must stow,	carriage to any person	goods	insertion in the	of their being entered	RID.	(d) Instructions con-	carrier against all	foregoing shall also
lash and secure the	other than the shipper.	1. The shipper must	multimodal transport	therein.	2. If, at the request of	cerning the Customs or	damage suffered by	apply where the
goods in or on the	Article 4(3)	mark or label in a	document.	2. If, at the request of	the consignor, the	administrative	him, or by any other	person acting on
container or trailer in	The shipper shall not	suitable manner	2. The consignor	the sender, the carrier	carrier makes entries	regulations applying to	person to whom the	behalf of the
such a way that the	be responsible for	dangerous goods as	shall indemnify the	enters in the consign-	on the consignment	the goods; and	carrier is liable, by	consignor is also the
goods will withstand	loss or damage sus-	dangerous.	multimodal transport	ment note the partic-	note, he shall be	(e) Other necessary	reason of the irre-	agent of the carrier.
the intended carriage,	tained by the carrier	2. Where the shipper	operator against loss	ulars referred to in	deemed, unless the	particulars to be entered	gularity, incorrect-	2. The consignor
including loading,	or the ship arising or	hands over dangerous	resulting from	paragraph 1 of this	contrary is proved, to	in the transport	ness or incomplete-	shall indemnify the
handling and dis-	resulting from any	goods to the carrier or	inaccuracies in or	article, he shall be	have done so on	document.	ness of the	carrier against all
charge of the container	cause without the act,	an actual carrier, as	inadequacies of the	deemed, unless the	behalf of the	The shipper shall also	particulars and	damage suffered by
or trailer, and that	fault or neglect of the	the case may be, the	particulars referred	contrary is proved, to	consignor.	hand over to the carrier,	statements	it, or by any other
they will not cause	shipper, his agents or	shipper must inform	to in paragraph 1 of	have done so on	3. If the consignment	when the goods are	furnished by the	person to whom the
injury or damage.	his servants.	him of the dangerous	this article. The	behalf of the sender.	note does not contain	handed over, all the	consignor or on his	carrier is liable, by
7.2 The carrier shall	Article 4(6)	character of the goods	consignor shall	3. If the consignment	the statement	required accompanying	behalf.	reason of the irre-
provide to the shipper,	Goods of an inflam-	and, if necessary, of	remain liable even if	note does not contain	provided for in	documents.	3. Subject to the	gularity, incorrect-
on its request, such	mable, explosive or	the precautions to be	the multimodal	the statement speci-	Article 7 § 1, letter	3. If the nature of the	provisions of para-	ness or incomplete-
information as is	dangerous nature to	taken. If the shipper	transport document	fied in article 6,	p), the carrier shall be	goods so requires, the	graphs 1 and 2 of	ness of the particu-
within the carrier's	the shipment whereof	fails to do so and such	has been transferred	paragraph 1 (k), the	liable for all costs,	shipper shall, bearing in	this article, the	lars and statements
knowledge, and	the carrier, master or	carrier or actual	by him. The right of	carrier shall be liable	loss or damage	mind the agreed	carrier shall	furnished by the
instructions, that are	agent of the carrier	carrier does not	the multimodal	for all expenses, loss	sustained through	transport operation,	indemnify the	consignor or on its
reasonably necessary	has not consented	otherwise have	transport operator to	and damage sustained	such omission by the	pack the goods in such a	consignor against	behalf.
or of importance to the	with knowledge of	knowledge of their	such indemnity shall	through such	person entitled.	way as to prevent their	all damage suffered	3. Subject to the
shipper in order to	their nature and	dangerous character:	in no way limit his	omission by the	Article 9-Dangerous	loss or damage between	by him, or by any	provisions of
comply with its	character, may at any	(a) The shipper is	liability under the	person entitled to	goods	the time they are taken	other person to	paragraphs 1 and 2
obligations under	time before discharge	liable to the carrier	multimodal transport	dispose of the	If the consignor has	over by the carrier and	whom the consignor	of this article, the
article 7.1.	be landed at any	and any actual carrier	contract to any	goods.	failed to make the	their delivery and so as	is liable, by reason	carrier shall indem-

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
7.3 The shipper shall	place, or destroyed or	for the loss resulting	person other than the	Article 10	entries prescribed by	to ensure that they do	of the irregularity,	nify the consignor
provide to the carrier	rendered innocuous	from the shipment of	consignor.	The sender shall be	RID, the carrier may	not cause damage to the	incorrectness or	against all damage
the information,	by the carrier without	such goods, and	Article 22-General	liable to the carrier	at any time unload or	vessel or to other goods.	incompleteness of	suffered by it, or by
instructions, and	compensation and the	(b) The goods may at	rule	for damage to	destroy the goods or	According to what has	the particulars and	any other person to
documents that are	shipper of such goods	any time be unloaded,	The consignor shall	persons, equipment	render them	been agreed with a view	statements inserted	whom the consignor
reasonably necessary	shall be liable for all	destroyed or rendered	be liable for loss	or other goods, and	innocuous, as the	to carriage, the shipper	by the carrier or on	is liable, by reason
for:	damage and expenses	innocuous, as the	sustained by the	for any expenses due	circumstances may	shall also make provi-	his behalf in the	of the irregularity,
(a) the handling and	directly or indirectly	circumstances may	multimodal transport	to defective packing	require, without	sion for appropriate	receipt for the cargo	incorrectness or
carriage of the goods,	arising out of or	require, without	operator if such loss	of the goods, unless	payment of compen-	marking in conformity	or in the record	incompleteness of
including precautions	resulting from such	payment of compen-	is caused by the fault	the defect was	sation, save when he	with the applicable	preserved by the	the particulars and
to be taken by the	shipment. If any such	sation.	or neglect of the	apparent or known to	was aware of their	international or national	other means	statements inserted
carrier or a	goods shipped with	3. The provisions of	consignor, or his	the carrier at the time	dangerous nature on	regulations or, in the	referred to in	by the carrier or on
performing party;	such knowledge and	paragraph 2 of this	servants or agents	when he took over	taking them over.	absence of such regu-	paragraph 2 of	its behalf in the
(b) compliance with	consent shall become	article may not be	when such servants	the goods and he	Article 13-Loading	lations, in accordance	article 5.	cargo receipt or in
rules, regulations, and	a danger to the ship or	invoked by any	or agents are acting	made no reservations	and unloading of the	with rules and practices	Article 16	the record preserved
other requirements of	cargo, they may in	person if during the	within the scope of	concerning it.	goods	generally recognized in	1. The consignor	by the other means
authorities in connec-	like manner be landed	carriage he has taken	their employment.	Article 11	1. The consignor and	inland navigation.	must furnish such	referred to in
tion with the intended	at any place, or	the goods in his	Any servant or agent	1. For the purposes of	the carrier shall agree	4. Subject to the	information and	paragraph 2 of
carriage, including	destroyed or rendered	charge with	of the consignor shall	the Customs or other	who is responsible	obligations to be borne	such documents as	article 4.
filings, applications,	innocuous by the	knowledge of their	be liable for such	formalities which	for the loading and	by the carrier, the	are necessary to	
and licences relating to	carrier without	dangerous character.	loss if the loss is	have to be completed	unloading of the	shipper shall load and	meet the formalities	
the goods;	liability on the part of	4. If, in cases where	caused by fault or	before delivery of the	goods. In the absence	stow the goods and	of customs, octroi	
(c) the compilation of	the carrier except to	the provisions of	neglect on his part.	goods, the sender	of such an agree-	secure them in	or police before the	
the contract particu-	general average if	paragraph 2, sub-	Article 23-Special	shall attach the neces-	ment, for packages	accordance with inland	cargo can be	
lars and the issuance	any.	paragraph (b), of this	rules on dangerous	sary documents to the	the loading and	navigation practice	delivered to the	
of the transport docu-		article do not apply or	goods	consignment note or	unloading shall be	unless the contract of	consignee. The	
ments or electronic		may not be invoked,	1. The consignor	place them at the	the responsibility of	carriage specifies	consignor is liable	
records, including the		dangerous goods	shall mark or label in	disposal of the carrier	the carrier whereas	otherwise.	to the carrier for	
particulars referred to		become an actual	a suitable manner	and shall furnish him	for full wagon loads	Article 7-Dangerous	any damage	
in article 8.2.1(b) and		danger to life or	dangerous goods as	with all the informa-	loading shall be the	and polluting goods	occasioned by the	
(c), the name of the		property, they may be	dangerous.	tion which he	responsibility of the	1. If dangerous or	absence,	
party to be identified		unloaded, destroyed	2. Where the con-	requires.	consignor and	polluting goods are to	insufficiency or	
as the shipper in the		or rendered inno-	signor hands over	2. The carrier shall	unloading, after	be carried, the shipper	irregularity of any	
contract particulars,		cuous, as the circum-	dangerous goods to	not be under any duty	delivery, the res-	shall, before handing	such information or	
and the name of the		stances may require,	the multimodal trans-	to enquire into either	ponsibility of the	over the goods, and in	documents, unless	
consignee or order,		without payment of	port operator or any	the accuracy or the	consignee.	addition to the	the damage is due	
unless the shipper may		compensation except	person acting on his	adequacy of such	2. The consignor	particulars referred to in	to the fault of the	
reasonably assume		where there is an	behalf, the consignor	documents and infor-	shall be liable for all	article 6, paragraph 2,	carrier, his servants	
that such information		obligation to contri-	shall inform him of	mation. The sender	the consequences of	inform the carrier	or agents.	
is already known to		bute in general	the dangerous	shall be liable to the	defective loading	clearly and in writing of	2. The carrier is	
the carrier.		average or where the	character of the	carrier for any	carried out by him	the danger and the risks	under no obligation	
7.4 The information,		carrier is liable in	goods and, if neces-	damage caused by the	and must in particular	of pollution, inherent in	to enquire into the	
instructions, and		accordance with the	sary, the precautions	absence, inadequacy	compensate the	the goods and of the	correctness or	
documents that the		provisions of	to be taken. If the consignor fails to do	or irregularity of such	carrier for the loss or	precautions to be taken.	sufficiency of such	
shipper and the		article 5.	U	documents and	damage sustained in	2. Where the carriage of	information or	
carrier provide to each		Article 17-	so and the multi-	information, except	consequence by him.	the dangerous or pollut-	documents.	
other under		Guarantees by the	modal transport	in the case of some	The burden of proof	ing goods requires an		
articles 7.2 and 7.3 must be given in a		shipper	operator does not otherwise have	wrongful act or	of defective loading shall lie on the	authorization, the shipper shall hand over		
timely manner, and be		1. The shipper is deemed to have	knowledge of	neglect on the part of				
umery manner, and be		uccineu to nave	knowieuge oi	the carrier.	carrier.	the necessary docu-	l	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
accurate and		guaranteed to the	their dangerous	Article 22	Article 14-Packing	ments at latest when		
complete.		carrier the accuracy of	character:	1. When the sender	The consignor shall	handing over the goods.		
7.5 The shipper and		particulars relating to	(a) The consignor	hands goods of a	be liable to the	3. Where the continua-		
the carrier are liable to		the general nature of	shall be liable to the	dangerous nature to	carrier for any loss or	tion of the carriage, the		
each other, the		the goods, their	multimodal transport	the carrier, he shall	damage and costs due	discharge or the deli-		
consignee, and the		marks, number,	operator for all loss	inform the carrier of	to the absence of, or	very of the dangerous or		
controlling party for		weight and quantity	resulting from the	the exact nature of	defects in, the	polluting goods is ren-		
any loss or damage		as furnished by him	shipment of such	the danger and indi-	packing of goods,	dered impossible owing		
caused by either		for insertion in the	goods; and	cate if necessary,	unless the defec-	to the absence of an		
party's failure to		bill of lading. The	(b) The goods may at	precautions to be	tiveness was apparent	administrative autho-		
comply with its		shipper must indem-	any time be un-	taken. If this infor-	or known to the	rization, the shipper		
respective obligations		nify the carrier	loaded, destroyed or	mation has not been	carrier at the time	shall bear the costs in-		
under articles 7.2, 7.3,		against the loss	rendered innocuous,	entered in the con-	when he took over	curred by the carrier for		
and 7.4.		resulting from inac-	as the circumstances	signment note, the	the goods and he	the return of the goods		
7.6 The shipper is		curacies in such	may require, without	burden of proving, by	made no reservations	to the port of loading or		
liable to the carrier for		particulars. The	payment of compen-	some other means,	concerning it.	a nearer place, where		
any loss, damage, or		shipper remains liable	sation.	that the carrier knew		the goods may be dis-		
injury caused by the		even if the bill of	3. The provisions of	the exact nature of		charged and delivered		
goods and for a breach		lading has been	paragraph 2 of this	the danger consti-		or disposed of.		
of its obligations under		transferred by him.	article may not be	tuted by the carriage		4. In the event of imme-		
article 7.1, unless the		The right of the	invoked by any	of the said goods		diate danger to life, pro-		
shipper proves that		carrier to such	person if during the	shall rest upon the		perty or the environ-		
such loss or damage		indemnity in no way	multimodal transport	sender or the		ment, the carrier shall		
was caused by events		limits his liability	he has taken the	consignee.		be entitled to unload the		
or through circum-		under the contract of	goods in his charge	2. Goods of a		goods, to render them		
stances that a diligent		carriage by sea to any	with knowledge of	dangerous nature		innocuous or, provided		
shipper could not		person other than the	their dangerous	which, in the cir-		that such a measure is		
avoid or the conse-		shipper.	character.	cumstance referred to		not disproportionate to		
quences of which a		2. Any letter of	4. If, in cases where	in paragraph 1 of this		the danger they repre-		
diligent shipper was		guarantee or agree-	the provisions of	article, the carrier did		sent, to destroy them,		
unable to prevent.		ment by which the	paragraph 2 (b) of	not know were		even if, before they		
7.7 If a person		shipper undertakes to	this article do not	dangerous, may, at		were taken over, he was		
identified as "shipper"		indemnify the carrier	apply or may not be	any time or place, be		informed or was appris-		
in the contract		against loss resulting	invoked, dangerous	unloaded, destroyed		ed by other means of		
particulars, although		from the issuance of	goods become an	or rendered harmless		the nature of the		
not the shipper as		the bill of lading by	actual danger to life	by the carrier without		danger or the risks of		
defined in article 1.19,		the carrier, or by a	or property, they may	compensation;		pollution inherent in the		
accepts the transport		person acting on his	be unloaded, des-	further, the sender		goods.		
document or electronic		behalf, without	troyed or rendered	shall be liable for all		5. Where the carrier is		
record, then such		entering a reservation	innocuous, as the	expenses, loss or		entitled to take the		
person is (a) subject to		relating to particulars	circumstances may	damage arising out of		measures referred to in		
the responsibilities and		furnished by the	require, without pay-	their handing over for		paragraphs 3 or 4		
liabilities imposed on		shipper for insertion	ment of compensa-	carriage or of their		above, he may claim		
the shipper under this		in the bill of lading,	tion except where	carriage.		compensation for		
chapter and under		or to the apparent	there is an obligation			damages.		
article 11.5, and (b)		condition of the	to contribute in			Article 8-Liability of		
entitled to the		goods, is void and of	general average or			the shipper		
shipper's rights and		no effect as against	where the multi-			1. The shipper shall,		
immunities provided		any third party,	modal transport			even if no fault can be		
by this chapter and by		including a consignee,	operator is liable in			attributed to him, be		
chapter 13.		to whom the bill of	accordance with the			liable for all the		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
7.8 The shipper is		lading has been trans-	provisions of			damages and costs		
responsible for the acts		ferred.	article 16.			incurred by the carrier		
and omissions of any		3. Such letter of				or the actual carrier		
person to which it has		guarantee or agree-				by reason of the fact		
delegated the perfor-		ment is valid as				that:		
mance of any of its		against the shipper				(a) The particulars or in-		
responsibilities under		unless the carrier or				formation referred to in		
this chapter, including		the person acting on				articles 6, paragraph 2,		
its sub-contractors,		his behalf, by				or 7, paragraph 1, are		
employees, agents, and		omitting the reser-				missing, inaccurate or		
any other persons who		vation referred to in				incomplete;		
act, either directly or		paragraph 2 of this				(b) The dangerous or		
indirectly, at its		article, intends to				polluting goods are not		
request, or under its		defraud a third party,				marked or labelled in		
supervision or control,		including a consignee,				accordance with the		
as if such acts or		who acts in reliance				applicable international		
omissions were its		on the description of				or national regulations		
own. Responsibility is		the goods in the bill				or, if no such regula-		
imposed on the		of lading. In the latter				tions exist, in accord-		
shipper under this		case, if the reserva-				ance with rules and		
provision only when		tion omitted relates to				practices generally		
the act or omission of		particulars furnished				recognized in inland		
the person concerned		by the shipper for				navigation;		
is within the scope of		insertion in the bill of				(c) The necessary		
that person's contract,		lading, the carrier has				accompanying docu-		
employment, or		no right of indemnity				ments are missing,		
agency.		from the shipper				inaccurate or		
		pursuant to para-				incomplete.		
		graph 1 of this article.				The carrier may not		
		4. In the case of				avail himself of the		
		intended fraud				liability of the shipper		
		referred to in para-				if it is proven that the		
		graph 3 of this article				fault is attributable to		
		the carrier is liable,				the carrier himself, his		
		without the benefit of				servants or agents. The		
		the limitation of				same applies to the		
		liability provided for				actual carrier.		
		in this Convention,				2. The shipper shall be		
		for the loss incurred				responsible for the acts		
		by a third party,				and omissions of per-		
		including a consignee,				sons of whose services		
		because he has acted				he makes use to perform		
		in reliance on the				the tasks and meet the		
		description of the				obligations referred to		
		goods in the bill of				in articles 6 and 7, when		
		lading.				such persons are acting		
						within the scope of their		
						employment, as if such		
						acts or omissions were		
						his own.		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
						Article 9-Termination		
						of the contract of		
						carriage by the carrier		
						1. The carrier may		
						terminate the contract of		
						carriage if the shipper		
						has failed to perform the		
						obligations set out in		
						article 6, paragraph 2, or		
						article 7, paragraphs 1		
						and 2.		
						2. If the carrier makes		
						use of his right of		
						termination, he may		
						unload the goods at the		
						shipper's expense and		
						claim optionally the		
						payment of any of the		
						following amounts:		
						(a) one third of the		
						agreed freight; or		
						(b) in addition to any		
						demurrage charge, a		
						compensation equal to		
						the amount of costs		
						incurred and the loss		
						caused, as well as,		
						should the voyage have		
						already begun, a		
						proportional freight for		
						the part of the voyage		
						already performed.		

<u>CHAPTER 8 – TRANSPORT DOCUMENTS AND ELECTRONIC RECORDS</u>

8.1. ISSUANCE OF THE TRANSPORT DOCUMENT OR THE ELECTRONIC RECORD

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
8. Transport documents	Article 3	Article 14-Issue of	Article 5-Issue of	Article 4	Article 6-Contract of	Article 11-Nature	Article 5	Article 4-Cargo
and electronic records	3. After receiving the	bill of lading	multimodal	The contract of	carriage	and content	1. In respect of the	1. In respect of the
8.1 Issuance of the	goods into his charge	1. When the carrier or	transport	carriage shall be con-	2. The contract of	1. For each carriage	carriage of cargo an	carriage of cargo, an
transport document or	the carrier or the	the actual carrier	document	firmed by the making	carriage must be con-	governed by this	air waybill shall be	air waybill shall be
the electronic record	master or agent of the	takes the goods in his	1. When the goods	out of a consignment	firmed by a consign-	Convention the	delivered.	delivered.
Upon delivery of the	carrier shall, on	charge, the carrier	are taken in charge	note. The absence,	ment note which	carrier shall issue a	2. Any other means	2. Any other means
goods to a carrier or	demand of the	must, on demand of	by the multimodal	irregularity or loss of	accords with a	transport document;	which would preserve	which preserves a
performing party	shipper, issue to the	the shipper, issue to	transport operator, he	the consignment note	uniform model.	he shall issue a bill of	a record of the	record of the
(i) the consignor is	shipper a bill of	the shipper a bill of	shall issue a multi-	shall not affect the	However, the	lading only if the	carriage to be	carriage to be
entitled to obtain a	lading showing	lading.	modal transport	existence or the	absence, irregularity	shipper so requests	performed may, with	performed may be
transport document or,	among other things:	2. The bill of lading	document which, at	validity of the	or loss of the con-	and if it has been so	the consent of the	substituted for the
if the carrier so agrees,	a) the leading marks	may be signed by a	the option of the	contract of carriage	signment note shall	agreed before the	consignor, be	delivery of an air
an electronic record	necessary for identifi-	person having	consignor, shall be in	which shall remain	not affect the	goods were loaded or	substituted for the	waybill. If such
evidencing the	cation of the goods as	authority from the	either negotiable or	subject the provisions	existence or validity	before they were	delivery of an air	other means are
carrier's or perform-	the same are fur-	carrier. A bill of	non-negotiable form.	of this Convention.	of the contract which	taken over for	waybill. If such other	used, the carrier
ing party's receipt of	nished in writing by	lading signed by the	2. The multimodal	Article 5	shall remain subject	carriage. The lack of	means are used, the	shall, if so requested
the goods;	the shipper before the	master of the ship	transport document	1. The consignment	to these Uniform	a transport document	carrier shall, if so	by the consignor,
(ii) the shipper or, if	loading of such goods	carrying the goods is	shall be signed by	note shall be made	Rules.	or the fact that it is	requested by the	deliver to the
the shipper so indi-	starts, provided such	deemed to have been	the multimodal	out in three original	3. The consignment	incomplete shall not	consignor, deliver to	consignor a cargo
cates to the carrier, the	marks are stamped or	signed on behalf of	transport operator or	copies signed by the	note shall be signed	affect the validity of	the consignor a	receipt permitting
person referred to in	otherwise shown	the carrier.	by a person having	sender and by the carrier. These	by the consignor and the carrier. The	the contract of	receipt for the cargo	identification of the
article 7.7, is entitled to obtain from the carrier	clearly upon the goods if uncovered,	3. The signature on the bill of lading may	authority from him. 3. The signature on	signatures may be		carriage. 2. The original of the	permitting identifica- tion of the consign-	consignment and access to the infor-
an appropriate nego-	or on the cases or	be in handwriting,	the multimodal trans-	printed or replaced by	signature can be replaced by a stamp,	transport document	ment and access to	mation contained in
tiable transport	coverings in which	printed in facsimile,	port document may	the stamps of the	by an accounting	must be signed by the	the information	the record preserved
document, unless the	such goods are	perforated, stamped,	be in handwriting,	sender and the carrier	machine entry or in	carrier, the master of	contained in the	by such other
shipper and the	contained, in such a	in symbols, or made	printed in facsimile,	if the law of the	any other appropriate	the vessel or a person	record preserved by	means.
carrier, expressly or	manner as should	by any other	perforated, stamped,	country in which the	manner.	authorized by the	such other means.	
impliedly, have agreed	ordinarily remain	mechanical or	in symbols, or made	consignment note has	4. The carrier must	carrier. The carrier	3. The impossibility	
not to use a negotiable	legible until the end	electronic means,	by any other mecha-	been made out so	certify the taking	may require the	of using, at points of	
transport document, or	of the voyage.	if not inconsistent	nical or electronic	permits. The first	over of the goods on	shipper to counter-	transit and destina-	
it is the custom, usage,	b) Either the number	with the law of the	means, if not incon-	copy shall be handed	the duplicate of the	sign the original or a	tion, the other means	
or practice in the trade	of packages or	country where the	sistent with the law	to the sender, the	consignment note in	copy. The signature	which would preserve	
not to use one. If	pieces, or the quan-	bill of lading is	of the country where	second shall accom-	an appropriate	may be in	the record of the	
pursuant to article 2.1	tity, or weight, as the	issued.	the multimodal	pany the goods and	manner and return	handwriting, printed	carriage referred to in	
the carrier and the	case may be, as	Article 15-Contents	transport document	the third shall be	the duplicate to the	in facsimile, per-	paragraph 2 of this	
shipper have agreed to	furnished in writing	of bill of lading	is issued.	retained by the	consignor.	forated, stamped, in	Article does not	
the use of an electronic	by the shipper.	2. After the goods	4. If the consignor so	carrier.	5. The consignment	symbols or made by	entitle the carrier to	
record, the shipper is	c) The apparent order	have been loaded on	agrees, a non-	2. When the goods	note shall not have	any other mechanical	refuse to accept the	
entitled to obtain from	and conditions of the	board, if the shipper	negotiable multi-	which are to be	effect as a bill of	or electronic means,	cargo for carriage.	
the carrier a negotiable	goods.	so demands, the	modal transport	carried have to be	lading.	if this is not prohi-	Article 6	
electronic record	Provided that no	carrier must issue to	document may be	loaded in different	6. A consignment	bited by the law of	1. The air waybill	
unless they have	carrier, master or	the shipper a	issued by making use	vehicles, or are of	note must be made	the State where the	shall be made out by	
agreed not to use a	agent of the carrier shall be bound to	"shipped" bill of lading which, in addi-	of any mechanical or	different kinds or are divided into different	out for each con-	transport document	the consignor in three	
negotiable electronic			other means preserv-		signment. In the	was issued.	original parts.	
record or it is the	state or show in the	tion to the particulars	ing a record of the	lots, the sender or the	absence of a contrary		2. The first part shall	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
custom, usage or	bill of lading any	required under para-	particulars stated in	carrier shall have the	agreement between		be marked "for the	
practice in the trade	marks, number,	graph 1 of this	article 8 to be con-	right to require a	the consignor and the		carrier"; it shall be	
not to use one.	quantity, or weight	Article, must state	tained in the multi-	separate consignment	carrier, a consign-		signed by the con-	
8.2 Contract	which he has	that the goods are on	modal transport	note to be made out	ment note may not		signor. The second	
Particulars	reasonable ground for	board a named ship or	document. In such a	for each vehicle used,	relate to more than		part shall be marked	
8.2.3 Signature	suspecting not	ships, and the date or	case the multimodal	or for each kind or lot	one wagon load.		"for the consignee";	
(a) A transport	accurately to	dates of loading. If	transport operator,	of goods.	7. In the case of		it shall be signed by	
document shall be	represent the goods	the carrier has	after having taken		carriage which enters		the consignor and by	
signed by or for the	actually received, or	previously issued to	the goods in charge,		the customs territory		the carrier. The third	
carrier or a person	which he has had no	the shipper a bill of	shall deliver to the		of the European		part shall be signed	
having authority from	reasonable means of	lading or other	consignor a readable		Community or the		by the carrier and	
the carrier.	checking.	document of title with	document containing		territory on which the		handed by him to the	
(b) An electronic	7. After the goods are	respect to any of such	all the particulars so		common transit		consignor after the	
record shall be	loaded the bill of	goods, on request of	recorded, and such		procedure is applied,		cargo has been	
authenticated by the	lading to be issued by	the carrier, the shipper	document shall for		each consignment		accepted.	
electronic signature of	the carrier, master, or	must surrender such	the purposes of the		must be accompanied		3. The signature of	
the carrier or a person	agent of the carrier to	document in exchange	provisions of this		by a consignment		the carrier and that of	
having authority from	the shipper shall, if	for a "shipped" bill of	Convention be		note satisfying the		the consignor may be	
the carrier. For the	the shipper so	lading. The carrier	deemed to be a		requirements of		printed or stamped.	
purpose of this pro-	demands, be a	may amend any	multimodal transport		Article 7.		4. If, at the request of	
vision such electronic	"shipped" bill of	previously issued	document.		8. The international		the consignor, the	
signature means data	lading, provided that	document in order to			associations of		carrier makes out the	
in electronic form	if the shipper shall	meet the shipper's			carriers shall estab-		air waybill, he shall	
included in, or	have previously taken	demand for a			lish uniform model		be deemed, subject to	
otherwise logically	up any document of	"shipped" bill of			consignment notes in		proof to the contrary,	
associated with, the	title to such goods, he	lading if, as amended,			agreement with the		to have done so on	
electronic record and	shall surrender the	such document			customers' inter-		behalf of the	
that is used to identify	same as against the	includes all the			national associations		consignor.	
the signatory in rela-	issue of the "shipped"	information required			and the bodies having		Article 7	
tion to the electronic	bill of lading, but at	to be contained in a			competence for		When there is more	
record and to indicate	the option of the	"shipped" bill of			customs matters in		than one package:	
the carrier's	carrier such	lading.			the Member States as		(a) the carrier of	
authorization of the	document of title may	3. The absence in the			well as any inter-		cargo has the right to	
electronic record.	be noted at the port of				governmental		require the consignor	
	shipment by the	or more particulars			regional economic		to make out separate	
	carrier, master or	referred to in this			integration		air waybills;	
	agent with the name	Article does not affect			organisation having		(b) the consignor has	
	or names of the ship	the legal character of the document as a bill			competence to adopt		the right to require the carrier to deliver	
	or ships upon which				its own customs			
	the goods have been shipped and the date	of lading provided that it nevertheless			legislation. 9. The consignment		separate receipts when the other means	
	or dates of shipment,	meets the require-			note and its duplicate		referred to in para-	
	and when so noted, if	ments set out in para-			may be established in		graph 2 of Article 5	
	it shows the particu-	graph 7 of Article 1.			the form of electronic		are used.	
	lars mentioned in	Article 18-			data registration		are used.	
	paragraph 3 of	Documents other			which can be trans-			
	Article 3, shall for the	than bills of lading			formed into legible			
	purpose of this	Where a carrier issues			written symbols. The			
	Article be deemed to	a document other than			procedure used for			
	constitute a "shipped"	a bill of lading to			the registration and			
	bill of lading.	evidence the receipt			treatment of data			
L	om or manig.	2. racinee the receipt	<u> </u>	1		<u> </u>	l l	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		of the goods to be			must be equivalent			
		carried, such a docu-			from the functional			
		ment is prima facie			point of view, parti-			
		evidence of the con-			cularly so far as			
		clusion of the contract			concerns the eviden-			
		of carriage by sea and			tial value of the			
		the taking over by the			consignment note			
		carrier of the goods as			represented by those			
		therein described.			data.			

8.2. CONTRACT PARTICULARS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
8.2-Contract	Article 3	Article 15-Contents	Article 8-Contents of	Article 6	Article 7-Wording of	Article 11-Nature	Article 8	Article 5-Contents
Particulars	3. After receiving the	of bill of lading	the multimodal	1. The consignment	the consignment	and content	The air waybill and	of Air Waybill or
8.2.1 The contract	goods into his charge	1. The bill of lading	transport document	note shall contain the	note	5. The transport	the receipt for the	Cargo Receipt
particulars in the	the carrier or the	must include, inter	1. The multimodal	following particulars:	1. The consignment	document, in addi-	cargo shall contain:	The air waybill or
document or electronic	master or agent of	alia, the following	transport document	(a) The date of the	note must contain the	tion to its denomina-	(a) an indication of	the cargo receipt
record referred to in	the carrier shall, on	particulars:	shall contain the	consignment note and	following particulars:	tion, contains the	the places of depar-	shall include:
article 8.1 must	demand of the	(a) The general nature	following particulars:	the place at which it	a) the place at which	following particulars:	ture and destination;	(a) an indication of
include:	shipper, issue to the	of the goods, the	(a) The general	is made out;	and the day on which	(a) The name,	(b) if the places of	the places of depar-
(a) a description of the	shipper a bill of	leading marks neces-	nature of the goods,	(b) The name and	it is made out;	address, head office	departure and des-	ture and destination;
goods;	lading showing	sary for identification	the leading marks	address of the sender;	b) the name and	or place of residence	tination are within	(b) if the places of
(b) the leading marks	among other things:	of the goods, an	necessary for identi-	(c) The name and	address of the con-	of the carrier and of	the territory of a	departure and des-
necessary for identi-	a) the leading marks	express statement, if	fication of the goods,	address of the carrier;	signor;	the shipper;	single High	tination are within
fication of the goods as	necessary for identi-	applicable, as to the	an express statement,	(d) The place and the	c) the name and	(b) The consignee of	Contracting Party,	the territory of a
furnished by the	fication of the goods	dangerous character	if applicable, as to	date of taking over of	address of the carrier	the goods;	one or more agreed	single State Party,
shipper before the	as the same are	of the goods, the	the dangerous	the goods and the	who has concluded	(c) The name or	stopping places	one or more agreed
carrier or a perform-	furnished in writing	number of packages	character of the	place designated for	the contract of	number of the vessel,	being within the	stopping places
ing party receives the	by the shipper before	or pieces, and the	goods, the number of	delivery;	carriage;	where the goods have	territory of another	being within the
goods;	the loading of such	weight of the goods or	packages or pieces,	(e) The name and	d) the name and	been taken on board,	State, an indication of	territory of another
(c)(i) the number of	goods starts, pro-	their quantity other-	and the gross weight	address of the con-	address of the person	or particulars in the	at least one such	State, an indication
packages, the number	vided such marks are	wise expressed, all	of the goods or their	signee;	to whom the goods	transport document	stopping place;	of at least one such
of pieces, or the quan-	stamped or otherwise	such particulars as	quantity otherwise	(f) The description in	have effectively been	stating that the goods	and	stopping place; and
tity, and	shown clearly upon	furnished by the	expressed, all such	common use of the	handed over if he is	have been taken over	(c) an indication of	(c) an indication of
(ii) the weight as	the goods if	shipper;	particulars as fur-	nature of the goods	not the carrier	by the carrier but not	the weight of the	the weight of the
furnished by the	uncovered, or on the	(b) the apparent	nished by the	and the method of	referred to in letter	yet loaded on the	consignment.	consignment.
shipper before the	cases or coverings in	condition of the	consignor;	packing, and, in the	c);	vessel;	Article 9	
carrier or a perform-	which such goods are	goods;	(b) The apparent	case of dangerous	e) the place and the	(d) The port of	Non-compliance with	
ing party receives the	contained, in such a	(c) the name and	condition of the	goods, their generally	day of taking over of	loading or the place	the provisions of	
goods;	manner as should	principal place of	goods;	recognized	the goods;	where the goods were	articles 5 to 8 shall	
(d) a statement of the	ordinarily remain	business of the	(c) The name and	description;	f) the place of	taken over and the	not affect the exis-	
apparent order and	legible until the end	carrier;	principal place of	(g) The number of	delivery;	port of discharge or	tence or the validity	
condition of the goods	of the voyage.	(d) the name of the	business of the	packages and their	g) the name and	the place of delivery;	of the contract of	
at the time the carrier	b) Either the number	shipper;	multimodal transport	special marks and	address of the	(e) The usual name	carriage, which shall,	
or a performing party	of packages or	(e) the consignee if	operator;	numbers;	consignee;	of the type of goods	none the less, be	
receives them for	pieces, or the quan-	named by the shipper;	(d) The name of the	(h) The gross weight	h) the description of	and their method of	subject to the rules of	
shipment;	tity, or weight, as the	(f) the port of loading	consignor;	of the goods or their	the nature of the	packaging and, for	this Convention	
(e) the name and	case may be, as	under the contract of	(e) The consignee, if	quantity otherwise	goods and the	dangerous or	including those	
address of the carrier;	furnished in writing	carriage by sea and	named by the	expressed;	method of packing,	polluting goods, their	relating to limitation	
and	by the shipper.	the date on which the	consignor;	(i) Charges relating to	and, in case of	name according to	of liability.	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
(f) the date:	c) The apparent order	goods were taken	(f) The place and	the carriage (carriage	dangerous goods, the	the requirements in		
	and conditions of the	over by the carrier at	date of taking in	charges, supplemen-	description provided	force or, otherwise,		
or a performing party	goods.	the port of loading;	charge of the goods	tary charges, customs	for in the Regulation	their general name;		
	Provided that no	(g) the port of	by the multimodal	duties and other	concerning the	(f) The dimensions,		
_	carrier, master or	discharge under the	transport operator;	charges incurred	International	number or weight as		
were loaded on board	agent of the carrier	contract of carriage	(g) The place of	from the making of	Carriage of	well as the		
the vessel, or	shall be bound to	by sea;	delivery of the	the contract to the	Dangerous Goods by	identification marks		
(iii) on which the	state or show in the	(h) the number of	goods;	time of delivery);	Rail (RID);	of the goods taken on		
` /	bill of lading any	originals of the bill of	(h) The date or the	(j) The requisite	i) the number of	board or taken over		
	marks, number,	lading, if more than	period of delivery of	instructions for	packages and the	for the purpose of		
	quantity, or weight	one;	the goods at the	Customs and other	special marks and	carriage;		
	which he has	(i) the place of	place of delivery, if	formalities;	numbers necessary	(g) The statement, if		
	reasonable ground	issuance of the bill of	expressly agreed	(k) A statement that	for the identification	applicable, that the		
	for suspecting not	lading;	upon between the	the carriage is sub-	of consignments in	goods shall or may		
	accurately to repre-	(j) the signature of the	parties;	ject, notwithstanding	less than full wagon	be carried on deck or		
	sent the goods	carrier or a person	(i) A statement	any clause to the	loads;	on board open		
	actually received, or	acting on his behalf;	indicating whether	contrary, to the	j) the number of the	vessels;		
	which he has had no	(k) the freight to the	the multimodal	provisions of this	wagon in the case of	(h) The agreed		
	reasonable means of	extent payable by the	transport document	Convention.	carriage of full	provisions concern-		
external inspection of	checking.	consignee or other	is negotiable or non-	2. Where applicable,	wagon loads;	ing freight;		
the goods as packaged		indication that freight	negotiable;	the consignment note	k) the number of the	(i) For consignment		
at the time the shipper		is payable by him;	(i) The place and	shall also contain the	railway vehicle	notes, the specifica-		
delivers them to the		(l) the statement	date of issue of the	following particulars:	running on its own	tion as to whether it		
carrier or a		referred to in para-	multimodal transport	(a) A statement that	wheels, if it is handed	is an original or a		
performing party and		graph 3 of article 23;	document;	trans-shipment is not	over for carriage as	copy; for bills of		
(b) any additional		(m) the statement, if	(k) The signature of	allowed;	goods;	lading, the number of		
inspection that the		applicable, that the	the multimodal	(b) The charges	l) in addition, in the	originals;		
carrier or a		goods shall or may be	transport operator or	which the sender	case of intermodal	(j) The place and date		
performing party		carried on deck;	of a person having	undertakes to pay;	transport units, the	of issue.		
actually performs		(n) the date or the	authority from him;	(c) The amount of	category, the number	The legal character of		
before issuing the		period of delivery of	(l) The freight for	"cash on delivery"	or other characteris-	a transport document		
transport document or		the goods at the port	each mode of	charges;	tics necessary for	in the sense of		
the electronic record.		of discharge if	transport, if	(d) A declaration of	their identification;	article 1, paragraph 6,		
8.2.3-Signature		expressly agreed upon	expressly agreed	the value of the	m) the gross mass or	of this Convention is		
(a) A transport		between the parties;	between the parties,	goods and the	the quantity of the	not affected by the		
document shall be		and	or the freight,	amount representing	goods expressed in	absence of one or		
signed by or for the		(o) any increased	including its	special interest in	other ways;	more particulars		
carrier or a person		limit or limits of	currency, to the	delivery;	n) a detailed list of	referred to in this		
having authority from		liability where agreed	extent payable by the	(e) The sender's	the documents which	paragraph.		
the carrier.		in accordance with	consignee or other	instructions to the	are required by			
(b) An electronic		paragraph 4 of	indication that	carrier regarding	customs or other			
record shall be		article 6.	freight is payable by	insurance of the	administrative autho-			
authenticated by the			him;	goods;	rities and are attached			
electronic signature of			(m) The intended	(f) The agreed time	to the consignment			
the carrier or a person			journey route, modes	limit within which	note or held at the			
having authority from			of transport and	the carriage is to be	disposal of the carrier			
the carrier. For the			places of tranship-	carried out;	at the offices of a			
purpose of this			ment, if known at the	(g) A list of the	duly designated			
provision such			time of issuance of	documents handed to	authority or a body			
electronic signature			the multimodal	the carrier.	designated in the			
means data in			transport document;	3. The parties may	contract;			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
electronic form			(n) The statement	enter in the consign-	o) the costs relating			
included in, or			referred to in	ment note any other	to carriage (the			
otherwise logically			paragraph 3 of	particulars which	carriage charge,			
associated with, the			article 28;	they may deem	incidental costs,			
electronic record and			(o) Any other	useful.	customs duties and			
that is used to identify			particulars which the		other costs incurred			
the signatory in			parties may agree to		from the conclusion			
relation to the			insert in the multi-		of the contract until			
electronic record and			modal transport		delivery) in so far as			
to indicate the			document, if not		they must be paid by			
carrier's authorisation			inconsistent with the		the consignee or any			
of the electronic			law of the country		other statement that			
record.			where the multi-		the costs are payable			
8.2.4-Omission of			modal transport		by the consignee;			
required contents from			document is issued.		p) a statement that			
the contract particulars.			2. The absence from		the carriage is			
The absence of one or			the multimodal		subject, notwith-			
more of the contract			transport document		standing any clause			
particulars referred to			of one or more of the		to the contrary, to			
in article 8.2.1, or the			particulars referred to		these Uniform Rules.			
inaccuracy of one or			in paragraph 1 of this		2. Where applicable			
more of those			article shall not		the consignment note			
					- C			
particulars, does not of			affect the legal		must also contain the			
itself affect the legal			character of the		following particulars:			
character or validity of			document as a		a) in the case of			
the transport			multimodal transport		carriage by succes-			
document or of the			document provided		sive carriers, the			
electronic record.			that it nevertheless		carrier who must			
			meets the require-		deliver the goods			
			ments set out in para-		when he has con-			
			graph 4 of article 1.		sented to this entry in			
					the consignment			
					note;			
					b) the costs which the			
					consignor undertakes			
					to pay;			
					c) the amount of the			
					cash on delivery			
					charge;			
					d) the declaration of			
					the value of the			
					goods and the			
					amount representing			
					the special interest in			
					delivery;			
					e) the agreed transit			
					period;			
					f) the agreed route;			
					g) a list of the			
					documents not			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
					mentioned in § 1,			
					letter n) handed over			
					to the carrier;			
					h) the entries made			
					by the consignor con-			
					cerning the number			
					and description of			
					seals he has affixed			
					to the wagon.			
					3. The parties to the			
					contract may enter on			
					the consignment note			
					any other particulars			
					they consider useful.			

8.3. QUALIFYING THE DESCRIPTION OF THE GOODS IN THE CONTRACT PARTICULARS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
8.3- Qualifying the	Article 3	Article 16-Bills of	Article 9-	Article 8	Article 11-	Article 11-Nature	Article 11	Article 11-
description of the goods	Provided that no	lading: reservations	Reservations in the	1. On taking over the	Examination	and content	1. The air waybill or	Evidentiary value
in the contract	carrier, master or	and evidentiary	multimodal transport	goods, the carrier	1. The carrier shall	3. The transport	the receipt for the	of documentation
particulars	agent of the carrier	effect	document	shall check:	have the right to	document shall be	cargo is prima facie	1. The air waybill
8.3.1. Under the	shall be bound to	1. If the bill of lading	1. If the multimodal	(a) The accuracy of	examine at any time	prima facie evidence,	evidence of the	or the cargo receipt
following circumstances,	state or show in the	contains particulars	transport document	the statements in the	whether the condi-	unless proved to the	conclusion of the	is prima facie
the carrier, if acting in	bill of lading any	concerning the	contains particulars	consignment note as	tions of carriage have	contrary, of the con-	contract, of the	evidence of the
good faith when issuing	marks, number,	general nature, lead-	concerning the	to the number of	been complied with	clusion and content	acceptance of the	conclusion of the
a transport document or	quantity, or weight	ing marks, number of	general nature,	packages and their	and whether the	of the contract of	cargo and of the	contract, of the
an electronic record,	which he has	packages or pieces,	leading marks,	marks and numbers,	consignment corres-	carriage and of the	conditions of carriage	acceptance of the
may qualify the	reasonable ground	weight or quantity of	number of packages	and	ponds with the	taking over of the	mentioned therein.	cargo and of the
information mentioned	for suspecting not	the goods which the	or pieces, weight or	(b) The apparent	entries in the con-	goods by the carrier.	2. Any statements in	conditions of
in article 8.2.1(b) or	accurately to	carrier or other	quantity of the goods	condition of the	signment note made	In particular, it shall	the air waybill or the	carriage mentioned
8.2.1(c) with an	represent the goods	person issuing the	which the multi-	goods and their	by the consignor. If	provide a basis for	receipt for the cargo	therein.
appropriate clause	actually received, or	bill of lading on his	modal transport	packaging.	the examination	the presumption that	relating to the	2. Any statements
therein to indicate that	which he has had no	behalf knows or has	operator or a person	2. Where the carrier	concerns the contents	the goods have been	weight, dimensions	in the air waybill
the carrier does not	reasonable means of	reasonable grounds	acting on his behalf	has no reasonable	of the consignment,	taken over for	and packing of the	or the cargo receipt
assume responsibility	checking.	to suspect do not	knows, or has	means of checking	this shall be carried	carriage as they are	cargo, as well as	relating to the
for the accuracy of the	4. Such a bill of	accurately represent	reasonable grounds	the accuracy of the	out as far as possible	described in the	those relating to the	weight, dimen-
information furnished	lading shall be prima	the goods actually	to suspect, do not	statements referred to	in the presence of the	transport document.	number of packages,	sions and packing
by the shipper:	facie evidence of the	taken over or, where	accurately represent	in paragraph 1 (a) of	person entitled;	4. When the transport	are prima facie	of the cargo, as
(a) For non-	receipt by the carrier	a "shipped" bill of	the goods actually	this article, he shall	where this is not	document is a bill of	evidence of the facts	well as those
containerized goods:	of the goods as	lading is issued,	taken in charge, or if	enter his reservations	possible, the carrier	lading, it alone shall	stated; those relating	relating to the
(i) if the carrier can	therein described in	loaded, or if he had	he has no reasonable	in the consignment	shall require the	determine the rela-	to the quantity,	number of
show that it had no	accordance with	no reasonable means	means of checking	note together with the	presence of two inde-	tions between the	volume and condition	packages, are
reasonable means of	paragraph 3 (a), (b)	of checking such	such particulars, the	grounds on which	pendent witnesses,	carrier and the	of the cargo do not	prima facie
checking the informa-	and (c). However,	particulars, the	multimodal transport	they are based. He	unless the laws and	consignee. The	constitute evidence	evidence of the
tion furnished by the	proof to the contrary	carrier or such other	operator or a person	shall likewise specify	prescriptions of the	conditions of the	against the carrier	facts stated; those
shipper, it may include	shall not be	person must insert in	acting on his behalf	the grounds for any	State where the	contract of carriage	except so far as they	relating to the
an appropriate	admissible when the	the bill of lading a	shall insert in the	reservations which he	examination takes	shall continue to	both have been, and	quantity, volume
qualifying clause in the	bill of lading has	reservation specify-	multimodal transport	makes with regard to	place provide	determine the rela-	are stated in the air	and condition of
contract particulars, or	been transferred to a	ing these	document a reserva-	the apparent condi-	otherwise.	tions between carrier	waybill to have been,	the cargo do not
(ii) if the carrier	third party acting in	inaccuracies, grounds	tion specifying these	tion of the goods and	2. If the consignment	and shipper.	checked by him in	constitute evidence

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
reasonably considers the	good faith.	of suspicion or the	inaccuracies, grounds	their packaging, such	does not correspond	Article 12-	the presence of the	against the carrier
information furnished		absence of reason-	of suspicion or the	reservations shall not	with the entries in the	Reservations in	consignor, or relate to	except so far as
by the shipper to be		able means of	absence of reason-	bind the sender	consignment note or	transport documents	the apparent condi-	they both have
inaccurate, it may		checking.	able means of	unless he has	if the provisions	1. The carrier is	tion of the cargo.	been, and are
include a clause		2. If the carrier or	checking.	expressly agreed to	relating to the	entitled to include in		stated in the air
providing what it		other person issuing	2. If the multimodal	be bound by them in	carriage of goods	the transport docu-		waybill or the
reasonably considers		the bill of lading on	transport operator or	the consignment	accepted subject to	ment reservations		cargo receipt to
accurate information.		his behalf fails to	a person acting on his	note.	conditions have not	concerning:		have been,
(b) For goods delivered		note on the bill of	behalf fails to note on	3. The sender shall be	been complied with,	(a) The dimensions,		checked by it in
to the carrier in a closed		lading the apparent	the multimodal	entitled to require the	the result of the	number or weight of		the presence of the
container, the carrier		condition of the	transport document	carrier to check the	examination must be	the goods, if he has		consignor, or relate
may include an		goods, he is deemed	the apparent condi-	gross weight of the	entered in the copy of	grounds to suspect		to the apparent
appropriate qualifying		to have noted on the	tion of the goods, he	goods or their	the consignment note	that the particulars		condition of the
clause in the contract		bill of lading that the	is deemed to have	quantity otherwise	which accompanies	supplied by the		cargo.
particulars with respect		goods were in	noted on the multi-	expressed. He may	the goods, and also in	shipper are		
to:		apparent good	modal transport	also require the con-	the duplicate of the	inaccurate or if he		
(i) the leading marks on		condition.	document that the	tents of the packages	consignment note, if	had no reasonable		
the goods inside the		3. Except for	goods were in	to be checked. The	it is still held by the	means of checking		
container, or		particulars in respect	apparent good	carrier shall be	carrier. In this case	such particulars,		
(ii) the number of		of which and to the	condition.	entitled to claim the	the costs of the	especially because		
packages, the number of		extent to which a		cost of such	examination shall be	the goods have not		
pieces, or the quantity of		reservation permitted		checking. The result	charged against the	been counted,		
the goods inside the		under paragraph 1 of		of the checks shall be	goods, if they have	measured or weighed		
container,		this article has been		entered in the	not been paid	in his presence or		
unless the carrier or a		entered:		consignment note.	immediately.	because, without		
performing party in fact		(a) The bill of lading		Article 9	3. When the con-	explicit agreement,		
inspects the goods inside		is prima facie		1. The consignment	signor loads the	the dimensions or		
the container or		evidence of the		note shall be prima	goods, he shall be	weights have been		
otherwise has actual		taking over or, where		facie evidence of the	entitled to require the	determined by		
knowledge of the		a "shipped" bill of		making of the	carrier to examine the	draught measure-		
contents of the		lading is issued,		contract of carriage,	condition of the	ment;		
container.		loading, by the		the conditions of the	goods and their	(b) Identification		
(c) For goods delivered		carrier of the goods		contract and the	packaging as well as	marks which are not		
to the carrier or a		as described in the		receipt of the goods	the accuracy of	clearly and durably		
performing party in a		bill of lading; and		by the carrier.	statements on the	affixed on the goods		
closed container, the		(b) Proof to the		2. If the consignment	consignment note as	themselves or, if they		
carrier may qualify any		contrary by the		note contains no	to the number of	are packed, on the		
statement of the weight		carrier is not		specific reservations	packages, their marks	receptacles or		
of goods or the weight of		admissible if the bill		by the carrier, it shall	and numbers as well	packaging;		
a container and its		of lading has been		be presumed, unless	as the gross mass of	(c) The apparent con-		
contents with an explicit		transferred to a third		the contrary is	the goods or their	dition of the goods.		
statement that the		party, including a		proved, that the	quantity otherwise	2. If the carrier fails		
carrier has not weighed		consignee, who in		goods and their	expressed. The	to note the apparent		
the container if:		good faith has acted		packaging appeared	carrier shall be	condition of the		
(i) the carrier can show		in reliance on the		to be in good	obliged to proceed	goods or does not		
that neither the carrier		description of the		condition when the	with the examination	enter reservations in		
nor a performing party		goods therein.		carrier took them	only if he has appro-	that respect, he is		
weighed the container,		4. A bill of lading		over and that the	priate means of	deemed to have noted		
and		which does not, as		number of packages,	carrying it out. The	in the transport		
(ii) the shipper and the		provided in		their marks and	carrier may demand	document that the		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
carrier did not agree	HAGUE-VISB1	paragraph 1, sub-	WICETIMODAL	numbers corres-	the payment of the	goods were in appa-	WARSAW	MONTREAL
prior to the shipment		paragraph (h) of		ponded with the	costs of the examina-	rent good condition.		
that the container would		article 15, set forth		statements in the	tion. The result of the	-		
be weighed and the		the freight or other-		consignment note.	examination shall be	with the particulars		
weight would be		wise indicate that		consignment note.	entered on the con-	set out in the trans-		
included in the contract		freight is payable by			signment note.	port document, the		
particulars.		the consignee or does			Article 12-Evidential	goods are placed in a		
8.3.2-Reasonable means		not set forth demur-			value of the	container or in the		
of checking		rage incurred at the			consignment note	holds of the vessel		
For purposes of		port of loading			1. The consignment	and sealed by other		
article 8.3.1:		payable by the con-			note shall be prima	persons than the		
(a) a "reasonable means		signee, is prima facie			facie evidence of the	carrier, his servants		
of checking" must be not		evidence that no			conclusion and the	or his agents, and if		
only physically		freight or such			conditions of the	neither the container		
practicable but also		demurrage is payable			contract of carriage	nor the seals are		
commercially		by him.			and the taking over	damaged or broken		
reasonable;		However, proof to			of the goods by the	when they reach the		
(b) a carrier acts in		the contrary by the			carrier.	port of discharge or		
"good faith" when		carrier is not			2. If the carrier has	the place of delivery,		
issuing a transport		admissible when the			loaded the goods, the	it shall be presumed		
document or an		bill of lading has			consignment note	that the loss or		
electronic record if:		been transferred to a			shall be prima facie	damage to the goods		
(i) the carrier has no		third party, including			evidence of the con-	did not occur during		
actual knowledge that		a consignee, who in			dition of the goods	carriage.		
any material statement		good faith has acted			and their packaging	curruge.		
in the transport docu-		in reliance on the			indicated on the			
ment or electronic		absence in the bill of			consignment note or,			
record is materially false		lading of any such			in the absence of			
or misleading, and		indication.			such indications, of			
(ii) the carrier has not					their apparently good			
intentionally failed to					condition at the			
determine whether a					moment they were			
material statement in					taken over by the			
the transport document					carrier and of the			
or electronic record is					accuracy of the			
materially false or					statements in the			
misleading because it					consignment note			
believes that the					concerning the			
statement is likely to be					number of packages,			
false or misleading.					their marks and			
(c) The burden of					numbers as well as			
proving whether a					the gross mass of the			
carrier acted in good					goods or their			
faith when issuing a					quantity otherwise			
transport document or					expressed.			
an electronic record is					3. If the consignor			
on the party claiming					has loaded the goods,			
that the carrier did not					the consignment note			
act in good faith.					shall be prima facie			
8.3.3-Prima facie and					evidence of the con-			
conclusive evidence					dition of the goods			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Except as otherwise	HAGUE-VISBY	HAMIDUKG	MULTIMODAL	CMR	and of their packag-	CIVINI	WAKSAW	MONTREAL
provided in article 8.3.4,					ing indicated in the			
a transport document or					consignment note or,			
an electronic record that					in the absence of			
evidences receipt of the					such indication, of			
goods is:					their apparently good			
(a) prima facie evidence					condition and of the			
of the carrier's receipt					accuracy of the			
of the goods as described					statements referred to			
in the contract					in § 2 solely in the			
particulars; and					case where the carrier			
(b) conclusive evidence					has examined them			
of the carrier's receipt					and recorded on the			
of the goods as described					consignment note a			
in the contract					result of his examina-			
particulars					tion which tallies.			
[(i)] if a negotiable					4. However, the			
transport document or a					consignment note			
negotiable electronic					will not be prima			
record has been trans-					facie evidence in a			
ferred to a third party					case where it bears a			
acting in good faith [or					reasoned reservation.			
(ii) if a person acting in					A reason for a reser-			
good faith has paid					vation could be that			
value or otherwise					the carrier does not			
altered its position in					have the appropriate			
reliance on the					means to examine			
description of the goods					whether the con-			
in the contract					signment corresponds			
particulars].					to the entries in the			
8.3.4-Effect of qualifying					consignment note.			
clauses					consignment note.			
If the contract particu-								
lars include a qualifying								
clause that complies								
with the requirements of								
article 8.3.1, then the								
transport document will								
not constitute prima								
facie or conclusive evi-								
dence under article 8.3.3								
to the extent that the								
description of the goods								
is qualified by the								
clause.								

8.4. DEFICIENCIES IN THE CONTRACT PARTICULARS

INCTDUMENT	HACHE VICDY	HAMDUDC	MILLTIMODAL	CMD	COTIE CIM 1000	CMNI	WA DC AW	MONTDEAL
INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
8.4-Deficiencies in the		Article 15-Contents	Article 8-Contents of the multimodal	Article 4 The contract of	Article 6-Contract of	Article 11-Nature and content	Article 9	Article 9-Non-
contract particulars 8.4.1-Date		of bill of lading3. The absence in the			<i>carriage</i> 2. The contract of	1. For each	Non-compliance with	compliance with
			transport document	carriage shall be con-			the provisions of	Documentary
If the contract particulars include the date		bill of lading of one	2. The absence from	firmed by the making	carriage must be con-	carriage governed by this Convention the	articles 5 to 8 shall not affect the exis-	Requirements
		or more particulars referred to in this	the multimodal trans-	out of a consignment	firmed by a consign-	carrier shall issue a		Non-compliance
but fail to indicate the			port document of one	note. The absence,	ment note which		tence or the validity	with the provisions
significance thereof,		article does not affect	or more of the parti-	irregularity or loss of	accords with a	transport document;	of the contract of	of articles 4 to 8
then the date is con-		the legal character of	culars referred to in	the consignment note	uniform model.	he shall issue a bill of	carriage, which shall,	shall not affect the
sidered to be:		the document as a	paragraph 1 of this	shall not affect the	However, the	lading only if the	none the less, be	existence or the
(a) if the contract		bill of lading pro-	article shall not affect	existence or the	absence, irregularity	shipper so requests	subject to the rules of	validity of the
particulars indicate		vided that it never-	the legal character of	validity of the contract	or loss of the con-	and if it has been so	this Convention	contract of carriage,
that the goods have		theless meets the	the document as a	of carriage which	signment note shall	agreed before the	including those relat-	which shall, none-
been loaded on board		requirements set out	multimodal transport	shall remain subject to	not affect the	goods were loaded or	ing to limitation of	theless, be subject to
a vessel, the date on		in paragraph 7 of	document provided	the provisions of this	existence or validity	before they were	liability.	the rules of this
which all of the goods		article 1.	that it nevertheless	Convention.	of the contract which	taken over for		Convention
indicated in the			meets the require-		shall remain subject	carriage. The lack of		including those
transport document or			ments set out in para-		to these Uniform	a transport document		relating to limitation
electronic record were			graph 4 of article 1.		Rules.	or the fact that it is		of liability.
loaded on board the						incomplete shall not		
vessel; or						affect the validity of		
(b) if the contract						the contract of		
particulars do not						carriage.		
indicate that the goods								
have been loaded on								
board a vessel, the								
date on which the								
carrier or a								
performing party								
received the goods. [8.4.2. Failure to								
•								
identify the carrier								
If the contract particulars fail to identify the								
carrier but indicate								
that the goods have								
been loaded on board								
a named vessel, then								
the registered owner of								
the registered owner of the vessel is presumed								
to be the carrier. The								
registered owner can								
defeat this presump-								
tion if it proves that								
the ship was under a								
bareboat charter at the								
time of the carriage								
which transfers con-								
tractual responsibility								
for the carriage of the								

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMINI	WAKSAW	MONTREAL
goods to an identified bareboat charterer. If								
the registered owner								
defeats the presump-								
tion that it is the								
carrier under this								
article, then the bare-								
boat charterer at the								
time of the carriage is								
presumed to be the								
carrier in the same								
manner as that in								
which the registered								
owner was presumed								
to be the carrier.]								
8.4.3-Apparent order								
and condition								
If the contract particu-								
lars fail to state the								
apparent order and								
condition of the goods								
at the time the carrier								
or a performing party								
receives them from the								
shipper, the transport								
document or electronic								
record is either prima								
facie or conclusive								
evidence under								
article 8.3.3, as the								
case may be, that the								
goods were in appa-								
rent good order and								
condition at the time								
the shipper delivered								
them to the carrier or								
a performing party.								
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CHAPTER 9 – FREIGHT

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 9-Freight		Article 16-Bills of			Article 10-Payment			
9.1(a) Freight is earned		lading: reservations			of costs			
upon delivery of the goods		and evidentiary			1. Unless otherwise			
to the consignee at the time		effect			agreed between the			
and location mentioned in		4. A bill of lading			consignor and the			
article 4.1.3, unless the		which does not, as			carrier, the costs (the			
parties have agreed that the		provided in para-			carriage charge, inci-			
freight is earned, wholly or		graph 1, subpara-			dental costs, customs			
partly, at an earlier point in		graph (h) of			duties and other costs			
time.		Article 15, set forth			incurred from the			
(b) Unless otherwise		the freight or other-			time of the conclu-			
agreed, no freight becomes		wise indicate that			sion of the contract to			
due for any goods that are		freight is payable by			the time of delivery)			
lost before the freight for		the consignee or does			shall be paid by the			
those goods is earned.		not set forth demur-			consignor.			
9.2(a) Freight is payable		rage incurred at the			2. When by virtue of			
when it is earned, unless		port of loading pay-			an agreement			
the parties have agreed that		able by the con-			between the con-			
the freight is payable,		signee, is prima facie			signor and the carrier,			
wholly or partly, at an		evidence that no			the costs are payable			
earlier or later point in		freight or such			by the consignee and			
time.		demurrage is payable			the consignee has not			
(b) If subsequent to the		by him. However,			taken possession of			
moment at which the		proof to the contrary			the consignment note			
freight has been earned the		by the carrier is not			nor asserted his			
goods are lost, damaged, or		admissible when the			rights in accordance			
otherwise not delivered to		bill of lading has			with Article 17 § 3,			
the consignee in accordance		been transferred to a			nor modified the			
with the provisions of the		third party, including			contract of carriage			
contract of carriage, freight		a consignee, who in			in accordance with			
remains payable		good faith has acted			Article 18, the con-			
irrespective of the cause of		in reliance on the			signor shall remain			
such loss, damage or failure		absence in the bill of			liable to pay the			
in delivery.		lading of any such			costs.			
(c) Unless otherwise agreed,		indication.						
payment of freight is not								
subject to set-off, deduction								
or discount on the grounds								
of any counterclaim that								
the shipper or consignee								
may have against the								
carrier, [the indebtedness								
or the amount of which has								
not yet been agreed or								
established].								
9.3(a) Unless otherwise								
agreed, the shipper is liable								
to pay the freight and other								

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
charges incidental to the					30222 022 2777			
carriage of the goods.								
(b) If the contract of								
carriage provides that the								
liability of the shipper or								
any other person identified								
in the contract particulars								
as the shipper will cease,								
wholly or partly, upon a								
certain event or after a								
certain event of after a								
cessation is not valid:								
(i) with respect to any								
liability under chapter 7 of								
the shipper or a person								
mentioned in article 7.7; or								
(ii) with respect to any								
amounts payable to the								
carrier under the contract								
of carriage, except to the								
extent that the carrier has								
adequate security pursuant								
to article 9.5 or otherwise								
for the payment of such								
amounts.								
(iii) to the extent that it								
conflicts with the pro-								
visions of article 12.4.								
9.4(a) If the contract								
particulars in a transport								
document or an electronic								
record contain the								
statement "freight prepaid"								
or a statement of a similar								
nature, then neither the								
holder, nor the consignee, is								
liable for the payment of								
the freight. This provision								
does not apply if the holder								
or the consignee is also the								
shipper.								
(b) If the contract								
particulars in a transport								
document or an electronic								
record contain the								
statement "freight collect"								
or a statement of similar								
nature, such a statement								
puts the consignee on								
notice that it may be liable								

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INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
for the payment of the								
freight.								
9.5(a) [Notwithstanding								
any agreement to the								
contrary,] if and to the								
extent that under national								
law applicable to the								
contract of carriage the								
consignee is liable for the								
payments referred to								
below, the carrier is								
entitled to retain the goods								
until payment of								
(i) freight, deadfreight,								
demurrage, damages for								
detention and all other								
reimbursable costs								
incurred by the carrier in								
relation to the goods,								
(ii) any damages due to the								
carrier under the contract								
of carriage,								
(iii) any contribution in								
general average due to the								
carrier relating to the								
goods								
has been effected, or								
adequate security for such								
payment has been								
provided.								
(b) If the payment as								
referred to in para-								
graph (a) of this article is								
not, or is not fully, effected,								
the carrier is entitled to sell								
the goods (according to the								
procedure, if any, as								
provided for in the								
applicable national law)								
and to satisfy the amounts								
payable to it (including the								
costs of such recourse)								
from the proceeds of such								
sale. Any balance								
remaining from the								
proceeds of such sale shall								
be made available to the								
consignee.								
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CHAPTER 10 – DELIVERY TO THE CONSIGNEE

				T			T	
INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 10-Delivery to the				Article 13	Article 17-Delivery	Article 10-Delivery	Article 13	Article 13-Delivery
consignee				1. After arrival of the	1. The carrier must	of the goods	1. Except when the	of the Cargo
10.1 When the goods				goods at the place	hand over the con-	1. Notwithstanding	consignor has exer-	1. Except when the
have arrived at their				designated for deli-	signment note and	the obligation of the	cised his right under	consignor has exer-
destination, the con-				very, the consignee	deliver the goods to	shipper under	article 12, the con-	cised its right under
signee that exercises any				shall be entitled to	the consignee at the	article 6, paragraph 1,	signee is entitled, on	article 12, the con-
of its rights under the				require the carrier to	place designated for	the consignee who,	arrival of the cargo at	signee is entitled, on
contract of carriage shall				deliver to him, against	delivery against	following the arrival	the place of destina-	arrival of the cargo
accept delivery of the				a receipt, the second	receipt and payment	of the goods at the	tion, to require the	at the place of desti-
goods at the time and				copy of the consign-	of the amounts due	place of delivery	carrier to deliver the	nation, to require the
location mentioned in				ment note and the	according to the	requests their	cargo to him, on pay-	carrier to deliver the
article 4.1.3. If the				goods. If the loss of	contract of carriage.	delivery, shall, in	ment of the charges	cargo to it, on pay-
consignee, in breach of				the goods is	2. It shall be	accordance with the	due and on	ment of the charges
this obligation, leaves				established or if the	equivalent to delivery	contract of carriage,	complying with the	due and on comply-
the goods in the custody				goods have not	to the consignee if, in	be responsible for the	conditions of	ing with the condit-
of the carrier or the				arrived after the	accordance with the	freight and other	carriage.	ions of carriage.
performing party, such				expiry of the period	prescriptions in force	charges due on the	2. Unless it is other-	2. Unless it is
carrier or performing				provided for in	at the place of des-	goods, as well as for	wise agreed, it is the	otherwise agreed, it
party will act in respect				article 19, the con-	tination,	his contribution to	duty of the carrier to	is the duty of the
of the goods as an agent				signee shall be	a) the goods have	any general average.	give notice to the	carrier to give notice
of the consignee, but				entitled to enforce in	been handed over to	In the absence of a	consignee as soon as	to the consignee as
without any liability for				his own name against	customs or octroi	transport document,	the cargo arrives.	soon as the cargo
loss or damage to these				the carrier any rights	authorities at their	or if such document	3. If the carrier	arrives.
goods, unless the loss or				arising from the	premises or ware-	has not been	admits the loss of the	3. If the carrier
damage results from a				contract of carriage.	houses, when these	presented, the	cargo, or if the cargo	admits the loss of
personal act or omission				2. The consignee who	are not subject to the	consignee shall be	has not arrived at the	the cargo, or if the
of the carrier done with				avails himself of the	carrier's supervision;	responsible for the	expiration of seven	cargo has not
the intent to cause such				rights granted to him	b) the goods have	freight agreed with	days after the date on	arrived at the
loss or damage, or				under paragraph 1 of	been deposited for	the shipper if it cor-	which it ought to	expiration of seven
recklessly, with the				this article shall pay	storage with the	responds to market	have arrived, the	days after the date
knowledge that such loss				the charges shown to	carrier, with a	practice.	consignee is entitled	on which it ought to
or damage probably				be due on the con-	forwarding agent or in	2. The placing of the	to enforce against the	have arrived, the
would result.				signment note, but in	a public warehouse.	goods at the disposal	carrier the rights	consignee is entitled
10.2 On request of the				the event of dispute	3. After the arrival of	of the consignee in	which flow from the	to enforce against
carrier or the				on this matter the	the goods at the place	accordance with the	contract of carriage.	the carrier the rights
performing party that				carrier shall not be	of destination, the	contract of carriage	Article 14	which flow from the
delivers the goods, the				required to deliver the	consignee may ask	or with the usage of	The consignor and	contract of carriage.
consignee shall confirm				goods unless security	the carrier to hand	the particular trade or	the consignee can	Article 14-
delivery of the goods by				has been furnished by	over the consignment	with the statutory	respectively enforce	Enforcement of the
the carrier or the				the consignee.	note and deliver the	regulations	all the rights given	Rights of Consignor
performing party in the				Article 14	goods to him. If the	applicable at the port	them by articles 12	and Consignee
manner that is				1. If for any reason it	loss of the goods is	of discharge shall be	and 13, each in his	The consignor and
customary at the place of				is or becomes impos-	established or if the	considered a delivery.	own name, whether	the consignee can
destination.				sible to carry out the	goods have not	The imposed handing	he is acting in his	respectively enforce
10.3.1 If no negotiable				contract in	arrived on the expiry	over the goods to an	own interest or in the	all the rights given
transport document or				accordance with the	of the period provided	authority or a third	interest of another,	to them by
no negotiable electronic				terms laid down in the	for in Article 29 § 1,	party shall also be	provided that he	articles 12 and 13,
record has been issued:				consignment note	the consignee may	considered a delivery.	carries out the obliga-	each in its own

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
(i) The controlling party				before the goods	assert, in his own	Article 13-Bill of	tions imposed by the	name, whether it is
shall advise the carrier,				reach the place	name, his rights	lading	contract of carriage.	acting in its own
prior to or upon the				designated for deli-	against the carrier	1. The originals of a	Article 15	interest or in the
arrival of the goods at				very, the carrier shall	under the contract of	bill of lading shall be	1. Articles 12, 13 and	interest of another,
the place of destination,				ask for instructions	carriage.	documents of title	14 do not affect	provided that it
of the name of the				from the person	4. The person entitled	issued in the name of	either the relations of	carries out the
consignee.				entitled to dispose of	may refuse to accept	the consignee, to	the consignor and the	obligations imposed
(ii) The carrier shall				the goods in accord-	the goods, even when	order or to bearer.	consignee with each	by the contract of
deliver the goods at the				ance with the provi-	he has received the	2. At the place of	other or the mutual	carriage.
time and location men-				sions of article 12.	consignment note and	destination, the goods	relations of third	
tioned in article 4.1.3 to				2. Nevertheless, if	paid the charges	shall be delivered	parties whose rights	
the consignee upon the				circumstances are	resulting from the	only in exchange for	are derived either	
consignee's production				such as to allow the	contract of carriage,	the original of the bill	from the consignor or	
of proper identification.				carriage to be carried	so long as an	of lading submitted	from the consignee.	
10.3.2 If a negotiable				out under conditions	examination which he	initially; thereafter,	2. The provisions of	
transport document or a				differing from those	has demanded in	further delivery	articles 12, 13 and 14	
negotiable electronic				laid down in the	order to establish	cannot be claimed	can only be varied by	
record has been issued,				consignment note and	alleged loss or	against other	express provision in	
the following provisions				if the carrier has been	damage has not been	originals.	the air waybill or the	
shall apply:				unable to obtain	carried out.	3. When the goods	receipt for the cargo.	
(a)(i) Without prejudice				instructions in reason-	5. In other respects,	are taken over by the		
to the provisions of				able time the person	delivery of the goods	carrier, handing over		
article 10.1 the holder of				entitled to dispose of	shall be carried out in	the bill of lading to		
a negotiable transport				the goods in accord-	accordance with the	the person entitled to		
document is entitled to				ance with the provi-	prescriptions in force	take delivery of the		
claim delivery of the				sions of article 12, he	at the place of desti-	goods has the same		
goods from the carrier				shall take such steps	nation.	effects as the handing		
after they have arrived				as seem to him to be	6. If the goods have	over of the goods as		
at the place of destina-				in the best interests of	been delivered with-	far as the acquisition		
tion, in which event the				the person entitled to	out prior collection of	of rights to the goods		
carrier shall deliver the				dispose of the goods.	a cash on delivery	is concerned.		
goods at the time and				Article 15	charge, the carrier	4. If the bill of lading		
location mentioned in				1. Where circum-	shall be obliged to	has been transferred		
article 4.1.3 to such				stances prevent	compensate the	to a third party,		
holder upon surrender				delivery of the goods	consignor up to the	including the		
of the negotiable				after their arrival at	amount of the cash on	consignee, who has		
transport document. In				the place designated	delivery charge	acted in good faith in		
the event that more than				for delivery, the	without prejudice to	reliance on the		
one original of the nego-				carrier shall ask the	his right of recourse	description of the		
tiable transport docu-				sender for his instruc-	against the consignee.	goods therein, proof		
ment has been issued,				tions. If the consignee	Article 21-Circum-	to the contrary of the		
the surrender of one				refuses the goods the	stances preventing	presumption set out		
original will suffice and				sender shall be	delivery	in article 11, para-		
the other originals will				entitled to dispose of	1. When circum-	graph 3, and		
cease to have any effect				them without being	stances prevent deli-	article 12, para-		
or validity.				obliged to produce the	very, the carrier must	graph 2, shall not be		
				first copy of the con-		admissible.		
(ii) Without prejudice to the provisions of					without delay inform	auminssible.		
				signment note.	the consignor and ask			
article 10.1 the holder of				2. Even if he has	him for instructions,			
a negotiable electronic				refused the goods, the	save where the con-			
record is entitled to				consignee may	signor has requested,			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
claim delivery of the				nevertheless require	by an entry in the			
goods from the carrier				delivery so long as	consignment note,			
after they have arrived				the carrier has not	that the goods be			
at the place of destina-		,		received instructions	returned to him as a			
tion, in which event the				to the contrary from	matter of course in			
carrier shall deliver the				the sender.	the event of circum-			
goods at the time and				3. When circum-	stances preventing			
location mentioned in				stances preventing	delivery.			
article 4.1.3 to such		,		delivery of the goods	2. When the circum-			
holder if it demonstrates		,		arise after the con-	stances preventing			
in accordance with the		,		signee, in exercise of	delivery cease to exist			
rules of procedure		,		his rights under	before arrival of			
mentioned in article 2.4				article 12, para-	instructions from the			
that it is the holder of				graph 3, has given an	consignor to the			
the electronic record.				order for the goods to	carrier the goods shall			
Upon such delivery, the		,		be delivered to	be delivered to the			
electronic record will				another person,	consignee. The			
cease to have any effect				paragraphs 1 and 2 of	consignor must be			
or validity.				this article shall apply	notified without			
(b) If the holder does not				as if the consignee	delay.			
claim delivery of the				were the sender and	3. If the consignee			
goods from the carrier				that other person were	refuses the goods, the			
after their arrival at the				the consignee.	consignor shall be			
place of destination, the				Article 16	entitled to give			
carrier shall advise the				1. The carrier shall be	instructions even if he			
controlling party or, if it,				entitled to recover the	is unable to produce			
after reasonable effort, is				cost of his request for	the duplicate of the			
unable to identify or find				instructions and any	consignment note.			
the controlling party, the				expenses entailed in	4. When the circum-			
shipper, accordingly. In				carrying out such	stances preventing			
such event such				instructions, unless	delivery arise after the			
controlling party or				such expenses were	consignee has modi-			
shipper shall give the				caused by the	fied the contract of			
carrier instructions in				wrongful act or	carriage in			
respect of the delivery of				neglect of the carrier.	accordance with			
the goods. If the carrier				2. In the cases	Article 18 §§ 3 to 5			
is unable, after				referred to in	the carrier must notify			
reasonable effort, to				article 14, para-	the consignee.			
identify and find the				graph 1, and in	Article 22-			
controlling party or the				article 15, the carrier	Consequences of			
shipper, then the person				may immediately	circumstances			
mentioned in article 7.7		,		unload the goods for	preventing carriage			
shall be deemed to be the				account of the person	<i>and delivery</i> 1. The carrier shall be			
shipper for purposes of				entitled to dispose of them and thereupon	entitled to recover the			
this paragraph.								
(c) Notwithstanding the				the carriage shall be deemed to be at an	costs occasioned by			
provision of para- graph (d) of this article,				end. The carrier shall	a) his request for instructions,			
a carrier that delivers			l	then hold the goods	b) the carrying out of			
			l	-	, ,			
the goods upon	1		1	on behalf of the	instructions received,			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
instruction of the				person so entitled. He	c) the fact that			
controlling party or the				may, however, entrust	instructions requested			
shipper in accordance				them to a third party,	do not reach him or			
with paragraph (b) of				and in that case he	do not reach him in			
this article, shall be				shall not be under any	time,			
discharged of its obliga-				liability except for the	d) the fact that he has			
tion to deliver the goods				exercise of reasonable	taken a decision in			
under the contract of				care in the choice of	accordance with			
carriage [to the holder],				such third party. The	article 20 § 1, without			
irrespective of whether				charges due under the	having asked for			
the negotiable transport				consignment note and	instructions,			
document has been				all other expenses	unless such costs			
surrendered to it, or the				shall remain charge-	were caused by his			
person claiming delivery				able against the	fault. The carrier may			
under a negotiable				goods.	in particular recover			
electronic record has				3. The carrier may	the carriage charge			
demonstrated, in accord-				sell the goods,	applicable to the route			
ance with the rules of				without awaiting	followed and shall be			
procedure referred to in				instructions from the	allowed the transit			
article 2.4, that he is the				person entitled to	periods applicable to			
holder.				dispose of them, if the	such route.			
(d) If the delivery of the				goods are perishable	2. In the cases re-			
goods by the carrier at				or their condition	ferred to in article 20			
the place of destination				warrants such a	§ 2 and article 21 § 1			
takes place without the				course, or when the	the carrier may			
negotiable transport				storage expenses	immediately unload			
document being				would be out of pro-	the goods at the cost			
surrendered to the				portion to the value of	of the person entitled.			
carrier or without the				the goods. He may	Thereupon the			
demonstration referred				also proceed to the	carriage shall be			
to in paragraph (a)(ii)				sale of the goods in	deemed to be at an			
above, a holder who				other cases if after the	end. The carrier shall			
becomes a holder after				expiry of a reasonable	then be in charge of			
the carrier has delivered				period he has not	the goods on behalf of			
the goods to the				received from the	the person entitled.			
consignee or to a person				person entitled to	He may, however,			
entitled to these goods				dispose of the goods	entrust them to a third			
pursuant to any				instructions to the	party, and shall then			
contractual or other				contrary which he	be responsible only			
arrangement other than				may reasonably be	for the exercise of			
the contract of carriage				required to carry out.	reasonable care in the			
will only acquire rights				4. If the goods have	choice of such third			
under the contract of				been sold pursuant to	party. The charges			
carriage if the passing of				this article, the	due under the contract			
the negotiable transport				proceeds of sale, after	of carriage and all			
document or negotiable				deduction of the	other costs shall			
electronic record was				expenses chargeable	remain chargeable			
effected in pursuance of				against the goods,	against the goods.			
contractual or other				shall be placed at the	3. The carrier may			
arrangements made				disposal of the person	proceed to the sale of			
before such delivery of				entitled to dispose of	the goods, without			1

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
the goods, unless such				the goods. If these	awaiting instructions			
holder at the time it				charges exceed the	from the person			
became holder did not				proceeds of sale, the	entitled, if this is			
have or could not				carrier shall be	justified by the			
reasonably have had				entitled to the	perishable nature or			
knowledge of such				difference.	the condition of the			
delivery.				5. The procedure in	goods or if the costs			
(e) If the controlling				the case of sale shall	of storage would be			
party or the shipper does				be determined by the	out of proportion to			
not give the carrier				law or custom of the	the value of the			
adequate instructions as				place where the goods	goods. In other cases			
to the delivery of the				are situated.	he may also proceed			
goods, the carrier is					to the sale of the			
entitled, without					goods if within a			
prejudice to any other					reasonable time he			
remedies that a carrier					has not received from			
may have against such					the person entitled			
controlling party or					instructions to the			
shipper, to use its rights					contrary which he			
under article 10.4.					may reasonably be			
10.4.1(a) If the goods					required to carry out.			
have arrived at the place					4. If the goods have			
of destination and					been sold, the			
(i) the goods are not					proceeds of sale, after			
actually taken over by					deduction of the costs			
the consignee at the time					chargeable against the			
and location mentioned					goods, must be placed			
in article 4.1.3 and no					at the disposal of the			
express or implied					person entitled. If the			
contract has been					proceeds of sale are			
concluded between the					less than those costs,			
carrier or the perform-					the consignor must			
ing party and the con-					pay the difference.			
signee that succeeds to					5. The procedure in			
the contract of carriage;					the case of sale shall			
or					be determined by the			
(ii) the carrier is not					laws and prescriptions			
allowed under applicable					in force at, or by the			
law or regulations to					custom of, the place			
deliver the goods to the					where the goods are			
consignee,					situated.			
then the carrier is					6. If the consignor, in			
entitled to exercise the					the case of circum-			
rights and remedies					stances preventing			
mentioned in para-					carriage or delivery,			
graph (b).					fails to give instruc-			
(b) Under the circum-					tions within a reason-			
stances specified in					able time and if the			
paragraph (a), the					circumstances			
carrier is entitled, at the					preventing carriage or			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
risk and account of the					delivery cannot be			
person entitled to the					eliminated in accord-			
goods, to exercise some					ance with §§ 2 and 3,			
or all of the following					the carrier may return			
rights and remedies:					the goods to the			
(i) to store the goods at					consignor or, if it is			
any suitable place;					justified, destroy			
(ii) to unpack the goods					them, at the cost of			
if they are packed in					the consignor.			
containers, or to act								
otherwise in respect of								
the goods as, in the								
opinion of the carrier,								
circumstances reason-								
ably may require; or								
(iii) to cause the goods to								
be sold in accordance								
with the practices, or the								
requirements under the								
law or regulations, of the								
place where the goods								
are located at the time.								
(c) If the goods are sold								
under clause (b)(iii), the								
carrier may deduct from								
the proceeds of the sale								
the amount necessary to								
(i) pay or reimburse any								
costs incurred in respect								
of the goods; and								
(ii) pay or reimburse the								
carrier any other								
amounts that are								
referred to in								
article 9.5(a) and that								
are due to the carrier.								
Subject to these								
deductions, the carrier								
shall hold the proceeds								
of the sale for the benefit								
of the person entitled to								
the goods.								
10.4.2 The carrier is only								
allowed to exercise the								
right referred to in								
article 10.4.1 after it has								
given notice to the								
person stated in the								
contract particulars as								
the person to be notified of the arrival of the								

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
goods at the place of								
destination, if any, or to								
the consignee, or other-								
wise to the controlling								
party or the shipper that								
the goods have arrived								
at the place of destina-								
tion.								
10.4.3 When exercising								
its rights referred to in								
article 10.4.1, the carrier								
or performing party acts								
as an agent of the person								
entitled to the goods, but								
without any liability for								
loss or damage to these								
goods, unless the loss or								
damage results from [a								
personal act or omission								
of the carrier done with								
the intent to cause such								
loss or damage, or								
recklessly, with the								
knowledge that such loss								
or damage probably								
would result].								

CHAPTER 11 – RIGHT OF CONTROL

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 11-Right				Article 12	Article 18-Right to	Article 14-Holder of	Article 12	Article 12-Right of
of control				1. The sender has the	dispose of the goods	the right of	1. Subject to his	Disposition of
1. The right of control of				right to dispose of the	1. The consignor shall	disposal	liability to carry out	Cargo
the goods means the				goods, in particular	be entitled to dispose	1. The shipper shall	all his obligations	1. Subject to its
right under the contract				by asking the carrier	of the goods and to	be authorized to dis-	under the contract of	liability to carry out
of carriage to give the				to stop the goods in	modify the contract of	pose of the goods; in	carriage, the con-	all its obligations
carrier instructions in				transit, to change the	carriage by giving	particular, he may	signor has the right to	under the contract of
respect of these goods				place at which deli-	subsequent orders. He	require the carrier to	dispose of the cargo	carriage, the con-
during the period of its				very is to take place	may in particular ask	discontinue the	by withdrawing it at	signor has the right
responsibility as stated				or to deliver the	the carrier	carriage of the goods,	the airport of depar-	to dispose of the
in article 4.1.1. Such				goods to a consignee	a) to discontinue the	to change the place	ture or destination, or	cargo by with-
right to give the carrier				other than the con-	carriage of the goods;	of delivery or to	by stopping it in the	drawing it at the
instructions comprises				signee indicated in	b) to delay the	deliver the goods to a	course of the journey	airport of departure
rights to:				the consignment note.	delivery of the goods;	consignee other than	on any landing, or by	or destination, or by
(i) give or modify				2. This right shall	c) to deliver the goods	the consignee indi-	calling for it to be	stopping it in the
instructions in respect of				cease to exist when	to a consignee	cated in the transport	delivered at the place	course of the
the goods that do not				the second copy of	different from the one	document.	of destination or in	journey on any
constitute a variation of				the consignment note	entered on the	2. The shipper's right	the course of the	landing, or by
the contract of carriage;				is handed to the	consignment note;	of disposal shall	journey to a person	calling for it to be
(ii) demand delivery of				consignee or when	d) to deliver the goods	cease to exist once	other than the	delivered at the
the goods before their				the consignee exer-	at a place other than	the consignee,	consignee originally	place of destination
arrival at the place of				cises his right under	the place of destina-	following the arrival	designated, or by	or in the course of
destination;				article 13, para-	tion entered on the	of the goods at the	requiring it to be	the journey to a
(iii) replace the				graph 1; from that	consignment note.	scheduled place of	returned to the airport	person other than the
consignee by any other				time onwards the	2. The consignor's	delivery, has	of departure.	consignee originally
person including the				carrier shall obey the	right to modify the	requested delivery of	He must not exercise	designated, or by
controlling party;				orders of the con-	contract of carriage	the goods and,	this right of disposi-	requiring it to be
(iv) agree with the				signee.	shall, notwithstanding	(a) Where carriage is	tion in such a way as	returned to the
carrier to a variation of				3. The consignee	that he is in posses-	under a consignment	to prejudice the	airport of departure.
the contract of carriage.				shall, however, have	sion of the duplicate	note, once the origi-	carrier or other con-	The consignor must
2.(a) When no nego-				the right of disposal	of the consignment	nal has been handed	signors and he must	not exercise this
tiable transport docu-				from the time when	note, be extinguished	over to the con-	repay any expenses	right of disposition
ment or no negotiable				the consignment note	in cases where the	signee;	occasioned by the	in such a way as to
electronic record is				is drawn up, if the	consignee	(b) Where carriage is	exercise of this right.	prejudice the carrier
issued, the following				sender makes an entry	a) has taken posses-	under a bill of lading,	2. If it is impossible	or other consignors
rules apply:				to that effect in the	sion of the consign-	once the shipper has	to carry out the orders	and must reimburse
(i) The shipper is the				consignment note.	ment note;	relinquished all the	of the consignor the	any expenses occa-
controlling party unless				4. If in exercising his	b) has accepted the	originals in his pos-	carrier must so	sioned by the exer-
the shipper and con-				right of disposal the	goods;	session by handing	inform him forthwith.	cise of this right.
signee agree that				consignee has ordered	c) has asserted his	them over to another	3. If the carrier obeys	2. If it is impossible
another person is to be				the delivery of the	rights in accordance	person.	the orders of the con-	to carry out the
the controlling party				goods to another	with article 17 § 3;	3. By an appropriate	signor for the disposi-	instructions of the
and the shipper so				person, that other	d) is entitled, in	entry in the consign-	tion of the cargo	consignor, the
notifies the carrier. The				person shall not be	accordance with § 3,	ment note, the	without requiring the	carrier must so
shipper and consignee				entitled to name other	to give orders; from	shipper may, when	production of the part	inform the consignor
may agree that the				consignees.	that time onwards, the	the consignment note	of the air waybill or	forthwith.
consignee is the				5. The exercise of the	carrier shall comply	is issued, waive his	the receipt for the	3. If the carrier
controlling party.				right of disposal shall	with the orders and	right of disposal to	cargo delivered to the	carries out the
(ii) The controlling party				be subject to the	instructions of the	the consignee.	latter, he will be	instructions of the

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
is entitled to transfer the				following conditions:	consignee.	Article 15-	liable, without	consignor for the
right of control to				(a) That the sender or,	3. The consignee shall	Conditions for the	prejudice to his right	disposition of the
another person, upon				in the case referred to	have the right to	exercise of the right	of recovery from the	cargo without
which transfer the				in paragraph 3 of this	modify the contract of	of disposal	consignor, for any	requiring the pro-
transferor loses its right				article, the consignee	carriage from the time	The shipper or, in the	damage which may	duction of the part
of control. The trans-				who wishes to	when the consignment	case of article 14,	be caused thereby to	of the air waybill or
feror or the transferee				exercise the right	note is drawn up,	paragraphs 2 and 3,	any person who is	the cargo receipt
shall notify the carrier				produces the first	unless the consignor	the consignee, must,	lawfully in posses-	delivered to the
of such transfer.				copy of the consign-	indicates to the	if he wishes to	sion of that part of	latter, the carrier will
(iii) When the controll-				ment note on which	contrary on the	exercise his right of	the air waybill or the	be liable, without
ing party exercises the				the new instructions	consignment note.	disposal:	receipt for the cargo.	prejudice to its right
right of control in				to the carrier have	4. The consignee's	(a) Where a bill of	4. The right conferred	of recovery from the
accordance with				been entered and	right to modify the	lading is used, submit	on the consignor	consignor, for any
article 11.1, it shall				indemnifies the	contract of carriage	all originals prior to	ceases at the moment	damage which may
produce proper				carrier against all	shall be extinguished	the arrival of the	when that of the	be caused thereby to
identification.				expenses, loss and	in cases where he has	goods at the	consignee begins in	any person who is
(b) When a negotiable				damage involved in	a) taken possession of	scheduled place of	accordance with	lawfully in posses-
transport document is				carrying out such	the consignment note;	delivery;	article 13.	sion of that part of
issued, the following				instructions;	b) accepted the goods;	(b) Where a transport	Nevertheless, if the	the air waybill or the
rules apply:				(b) That the carrying	c) asserted his rights	document other than	consignee declines to	cargo receipt.
(i) The holder or, in the				out of such instruc-	in accordance with	a bill of lading is	accept the cargo, or if	4. The right con-
event that more than				tions is possible at the	article 17 § 3;	used, submit this	he cannot be commu-	ferred on the con-
one original of that				time when the	d) given instructions	document, which	nicated with, the con-	signor ceases at the
negotiable transport				instructions reach the	for delivery of the	shall include the new	signor resumes his	moment when that
document is issued, the				person who is to carry	goods to another	instructions given to	right of disposition.	of the consignee
holder of all originals is				them out and does not	person in accordance	the carrier;		begins in accordance
the sole controlling				either interfere with	with § 5 and when	(c) Reimburse the		with article 13.
party.				the normal working	that person has	carrier for all the		Nevertheless, if the
(ii) The holder is entitled				of the carriers' under-	asserted his rights in	costs and damages		consignee declines
to transfer the right of				taking or prejudice	accordance with	entailed in carrying		to accept the cargo,
control by passing that				the senders or con-	article 17 § 3.	out such instructions;		or cannot be
negotiable transport				signees of other	5. If the consignee has	(d) Pay all the agreed		communicated with,
document to another				consignments;	given instructions for	freight in the event of		the consignor
person in accordance				(c) That the instruc-	delivery of the goods	the discharge of the		resumes its right of
with article 12.1, upon				tions do not result in a	to another person, that	goods before arrival		disposition.
which transfer the				division of the con-	person shall not be	at the scheduled		
transferor loses its right				signment.	entitled to modify the	place of delivery,		
of control. If more than				6. When, by reason of	contract of carriage.	unless the contract of		
one original of that				the provisions of	Article 19-Exercise of	carriage provides		
document was issued, all				paragraph 5 (b) of	the right to dispose of	otherwise.		
originals must be passed				this article, the carrier	the goods			
in order to effect a				cannot carry out the	1. If the consignor or,			
transfer of the right of				instructions which he	in the case referred to			
control.				receives, he shall	in article 18 § 3, the			
(iii) In order to exercise				immediately notify	consignee wishes to			
the right of control, the				the person who gave	modify the contract of			
holder shall, if the				him such instructions.	carriage by giving			
carrier so requires,				7. A carrier who has	subsequent orders, he			
produce the negotiable				not carried out the	must produce to the			
transport document to				instructions given	carrier the duplicate			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
the carrier. If more than	INTOCE (ISE)	111111111111111111111111111111111111111		under the conditions	of the consignment	0.1.2.1.2	***************************************	110111111111111111111111111111111111111
one original of that				provided for in this	note on which the			
document was issued, all				article or who has	modifications have to			
originals shall be				carried them out	be entered.			
produced.				without requiring the	2. The consignor or,			
(iv) Any instructions as				first copy of the	in the case referred to			
referred to in				consignment note to	in article 18 § 3, the			
article 11.1(ii), (iii), and				be produced, shall be	consignee must com-			
(iv) given by the holder				liable to the person	pensate the carrier for			
upon becoming effective				entitled to make a	the costs and the			
in accordance with				claim for any loss or	prejudice arising from			
article 11.3 shall be				damage caused	the carrying out of			
stated on the negotiable				thereby.	subsequent modifica-			
transport document.				thereby.	tions.			
(c) When a negotiable					3. The carrying out of			
electronic record is					the subsequent modi-			
issued:					fications must be			
(i) The holder is the sole					possible, lawful and			
controlling party and is					reasonable to require			
entitled to transfer the					at the time when the			
right of control to					orders reach the			
another person by pass-					person who is to carry			
ing the negotiable elec-					them out, and must in			
tronic record in accord-					particular neither			
ance with the rules of					interfere with the			
procedure referred to in					normal working of the			
article 2.4, upon which					carrier's undertaking			
transfer the transferor					nor prejudice the			
loses its right of control.					consignors or con-			
(ii) In order to exercise					signees of other			
the right of control, the					consignments.			
holder shall, if the					4. The subsequent			
carrier so requires,					modifications must			
demonstrate, in					not have the effect of			
accordance with the					splitting the consign-			
rules of procedure					ment.			
referred to in article 2.4,					5. When, by reason of			
that it is the holder.					the conditions pro-			
(iii) Any instructions as					vided for in § 3, the			
referred to in					carrier cannot carry			
article 11.1, (ii), (iii), and					out the orders which			
(iv) given by the holder					he receives he shall			
upon becoming effective					immediately notify			
in accordance with					the person from			
article 11.3 shall be					whom the orders			
stated in the electronic					emanate.			
record.					6. In the case of fault			
(d) Notwithstanding the					of the carrier he shall			
provisions of					be liable for the			
article 12.4, a person,					consequences of			
not being the shipper or					failure to carry out an			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
the person referred to in				23.22	order or failure to			
article 7.7, that					carry it out properly.			
transferred the right of					Nevertheless, any			
control without having					compensation payable			
exercised that right,					shall not exceed that			
shall upon such transfer					provided for in case			
be discharged from the					of loss of the goods.			
liabilities imposed on					7. If the carrier imple-			
the controlling party by					ments the consignor's			
the controlling party by					subsequent modifica-			
or by this instrument.					tions without requir-			
3.(a) Subject to the					ing the production of			
provisions of					the duplicate of the			
paragraphs (b) and (c)					consignment note, the			
of this article, if any					carrier shall be liable			
instruction mentioned in					to the consignee for			
article 11.1(i), (ii), or (iii)					any loss or damage			
(i) can reasonably be					sustained by him if			
executed according to its					the duplicate has been			
terms at the moment					passed on to the			
that the instruction					consignee.			
reaches the person to					Nevertheless, any			
perform it;					compensation payable			
(ii) will not interfere					shall not exceed that			
with the normal opera-					provided for in case			
tions of the carrier or a					of loss of the goods.			
performing party; and					of loss of the goods.			
(iii) would not cause any								
additional expense, loss,								
or damage to the carrier,								
the performing party, or								
any person interested in								
other goods carried on								
the same voyage,								
then the carrier shall								
execute the instruction.								
If it is reasonably								
expected that one or								
more of the conditions								
mentioned in clauses (1),								
(2), and (3) of this para-								
graph is not satisfied,								
then the carrier is under								
no obligation to execute								
the instruction.								
(b) In any event, the								
controlling party shall								
indemnify the carrier,								
performing parties, and								
any persons interested in								

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
other goods carried on	IIIIGUE VISBI	пливоко	WELLINGDILE	CIVII	COTH CHAI	CIVILLI	VIII I I I I I I I I I I I I I I I I I	MONTREAL
the same voyage against								
any additional expense,								
loss, or damage that may								
occur as a result of								
executing any instruc-								
tion under this article.								
(c) If a carrier								
(i) reasonably expects								
that the execution of an								
instruction under this								
article will cause								
additional expense, loss,								
or damage; and								
(ii) is nevertheless								
willing to execute the								
instruction,								
then the carrier is								
entitled to obtain secu-								
rity from the controlling								
party for the amount of								
the reasonably expected								
additional expense, loss,								
or damage.								
4. Goods that are								
delivered pursuant to an								
instruction in accord-								
ance with article 11.1(ii)								
are deemed to be								
delivered at the place of								
destination and the								
provisions relating to								
such delivery, as laid								
down in article 10, are								
applicable to such goods.								
5. If during the period								
that the carrier holds								
the goods in its custody,								
the carrier reasonably								
requires information,								
instructions, or docu-								
ments in addition to								
those referred to in								
article 7.3(a), it shall								
seek such information,								
instructions, or								
documents from the								
controlling party. If the								
carrier, after reasonable								
effort, is unable to								
identify and find the								

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
controlling party, or the				-				-
controlling party is								
unable to provide ade-								
quate information,								
instructions, or docu-								
ments to the carrier, the								
obligation to do so shall								
be on the shipper or the								
person referred to in								
article 7.7.								
6. The provisions of								
articles 11.1 (ii) and (iii),								
and 11.3 may be varied								
by agreement between								
the parties. The parties								
may also restrict or								
exclude the transfer-								
ability of the right of								
control referred to in								
article 11.2 (a) (ii). If a								
transport document or								
an electronic record is								
issued, any agreement								
referred to in this								
paragraph must be								
stated in the contract								
particulars.								

CHAPTER 12 – TRANSFER OF RIGHTS

INSTRUMENT	HAGUE-VISBY HAMBURG MULTIMODAL CMR COTIF-CIM 1999 CMNI WARSAW MONTREAL
12.1.1 If a negotiable transport document is issued, the holder is entitled to transfer the rights incorporated in such document by passing such document to another person, (i) if an order document, duly endorsed either to such other person or in blank, or, (ii) if a bearer document or a blank endorsed document, without endorsement, or, (iii) if a document made out to the order of a named party and the transfer is between the first holder and such named party, without endorsement. 12.1.2. If a negotiable electronic record is issued, its holder is entitled to transfer the rights incorporated in such electronic record, whether it be made out to order or to the order of a named party, by passing the electronic record in accordance with the rules of procedure referred to in article 2.4. 12.2.1. Without prejudice to the provisions of article 11.5, any holder that is not the shipper and that does not exercise any right under the contract of carriage, does not assume any liabilities imposed on it under the contract of carriage to the extent that such liabilities are incorporated in or ascertainable from the negotiable transport document or the negotiable electronic record. 12.2.3. Any holder that is not the shipper and that (i) under article 2.2 agrees with the carrier to replace a negotiable transport document by a negotiable electronic record or to replace a negotiable electronic record by a negotiable transport document, or (ii) under article 12.1 transfers its rights, does not exercise any right under the contract of carriage for the purpose of the articles 12.2.1 and 12.2.2. 12.3. The transfer of rights under a contract of carriage, pursuant to which no negotiable transport document or no negotiable electronic record is issued shall be effected in accordance with the provisions of the national law applicable to the contract of carriage relating to transfer of rights. Such transfer of rights may be effected by means of electronic record has been issued, includes the transfer of liabilities transport document o	There are no corresponding provisions in any other Transport Convention

CHAPTER 13 - RIGHTS OF SUIT

INSTRUMENT

Article 13- Rights of suit

- 13.1 Without prejudice to articles 13.2 and 13.3, rights under the contract of carriage may be asserted against the carrier or a performing party only by:
- (i) the shipper,
- (ii) the consignee,
- (iii) any third party to which the shipper or the consignee has assigned its rights, depending on which of the above parties suffered the loss or damage in consequence of a breach of the contract of carriage,
- (iv) any third party that has acquired rights under the contract of carriage by subrogation under the applicable national law, such as an insurer.

In case of any passing of rights of suit through assignment or subrogation as referred to above, the carrier and the Performing Party are entitled to all defences and limitations of liability that are available to it against such third party under the contract of carriage and under this instrument.

13.2 In the event that a negotiable transport document or negotiable electronic record is issued, the holder is entitled to assert rights under the contract of carriage against the carrier or a performing party, without having to prove that it itself has suffered loss or damage. If such holder did not suffer the loss or damage itself, it is deemed to act on behalf of the party that suffered such loss or damage. 13.3 In the event that a negotiable transport document or negotiable electronic record is issued and the claimant is one of the persons referred to in article 13.1 without being the holder, such claimant must, in addition to its burden of proof that it suffered loss or damage in consequence of a breach of the contract of carriage, prove that the holder did not suffer such loss or damage.

COTIF-CIM 1999

Article 43-Claims

- 1. Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.
- 2. A claim may be made by persons who have the right to bring an action against the carrier.
- 3. To make the claim the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods.
- 4. To make the claim the consignee must produce the consignment note if it has been handed over to him.
- 5. The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim must be produced either in the original or as copies, the copies, where appropriate, duly certified if the carrier so requests.
- 6. On settlement of the claim the carrier may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.

Article 44-Persons who may bring an action against the carrier

- 1. Subject to §§ 3 and 4 actions based on the contract of carriage may be brought:
- a) by the consignor, until such time as the consignee has
- 1. taken possession of the consignment note,
- 2. accepted the goods, or
- 3. asserted his rights pursuant to article 17 § 3 or article 18 § 3;
- b) by the consignee, from the time when he has
- 1. taken possession of the consignment note,
- 2. accepted the goods, or
- 3. asserted his rights pursuant to article 17 § 3 or article 18 § 3.
- 3. An action for the recovery of a sum paid pursuant to the contract of carriage may only be brought by the person who made the payment.
- 4. An action in respect of cash on delivery payments may only be brought by the consignor.
- 5. In order to bring an action the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods. If necessary, the consignor must prove the absence or the loss of the consignment note.
- 6. In order to bring an action the consignee must produce the consignment note if it has been handed over to him.

Article 45-Carriers against whom an action may be brought

- 1. Subject to §§ 3 and 4 actions based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.
- 2. When, in the case of carriage performed by successive carriers, the carrier who must deliver the goods is entered with his consent on the consignment note, an action may be brought against him in accordance with § 1 even if he has received neither the goods nor the consignment note.
- 3. An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.
- 4. An action in respect of cash on delivery payments may be brought only against the carrier who has taken over the goods at the place of consignment.
- 5. An action may be brought against a carrier other than those specified in §§ 1 to 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.
- 6. To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.
- 7. If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against any one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.

CHAPTER 14 –TIME FOR SUIT

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 14-Time for suit	Article 3(6)	Article 20-	Article 25-	Article 32	Article 47-Extinction	Article 24-Limitation	Article 29	Article 35-
14.1 The carrier is	Subject to para-	Limitation of	Limitation of	1. The period of	of right of action	of actions	1. The right to	Limitation of
discharged from all	graph 6bis the	actions	actions	limitation for an	1. Acceptance of the	1. All actions arising	damages shall be	Actions
liability in respect of the	carrier and the ship	1. Any action	1. Any action relat-	action arising out of	goods by the person	out of a contract	extinguished if an	1. The right to
goods if judicial or	shall in any event be	relating to carriage	ing to international	carriage under this	entitled shall extin-	governed by this	action is not brought	damages shall be
arbitral proceedings	discharged from all	of goods under this	multimodal transport	Convention shall be	guish all rights of	Convention shall be	within two years,	extinguished if an
have not been instituted	liability whatsoever	Convention is time-	under this	one year. Neverthe-	action against the	time-barred after one	reckoned from the	action is not brought
within a period of one	in respect of the	barred if judicial or	Convention shall be	less, in the case of	carrier arising from	year commencing	date of arrival at the	within a period of
year. The shipper is	goods, unless suit is	arbitral proceedings	time-barred if	wilful misconduct, or	the contract of	from the day when the	destination, or from	two years, reckoned
discharged from all	brought within one	have not been	judicial or arbitral	such default as in	carriage in case of	goods were, or should	the date on which the	from the date of
liability under chapter 7	year of their delivery	instituted within a	proceedings have not	accordance with the	partial loss, damage	have been, delivered	aircraft ought to have	arrival at the desti-
of this instrument if	or of the date when	period of two years.	been instituted	law of the court or	or exceeding of the	to the consignee. The	arrived, or from the	nation, or from the
judicial or arbitral	they should have	2. The limitation	within a period of	tribunal seised of the	transit period.	day on which the	date on which the	date on which the
proceedings have not	been delivered. This	period commences	two years. However,	case, is considered as	2. Nevertheless, the	limitation period	carriage stopped.	aircraft ought to
been instituted within a	period may, how-	on the day on which	if notification in	equivalent to wilful	right of action shall	commences is not	carrage stopped.	have arrived, or
period of one year.	ever, be extended if	the carrier has	writing, stating the	misconduct, the	not be extinguished:	included in the period.		from the date on
14.2 The period	the parties so agree	delivered the goods	nature and main	period of limitation	a) in case of partial	2. The person against		which the carriage
mentioned in article 14.1	after the cause of	or part thereof or, in	particulars of the	shall be three years.	loss or damage, if	whom an action is		stopped.
commences on the day	action has arisen.	cases where no	claim, has not been	The period of limita-	1. the loss or damage	instituted, may at any		2. The method of
on which the carrier has	6bis. An action for	goods have been	given within six	tion shall begin to	was ascertained in	time during the limi-		calculating that
completed delivery of	indemnity against a	delivered, on the last	months after the day	run:	accordance with	tation period extend		period shall be
the goods concerned or,	third person may be	day on which the	when the goods were	(a) In the case of	article 42 before the	that period by a		determined by the
in cases where no goods	brought even after	goods should have	delivered or, where	partial loss, damage	acceptance of the	declaration in writing		law of the court
have been delivered, on	the expiration of the	been delivered.	the goods have not	or delay in delivery,	goods by the person	to the injured party.		seised of the case.
the last day on which the	year provided for in	3. The day on which	been delivered, after	from the date of	entitled;	This period may be		seised of the ease.
goods should have been	the preceding	the limitation period	the day on which	delivery;	2. the ascertainment	further extended by		
delivered. The day on	paragraph if brought	commences is not	they should have	(b) In the case of total	which should have	another declaration or		
which the period	within the time	included in the	been delivered, the	loss, from the thirtieth	been carried out in	declarations.		
commences is not	allowed by the law	period.	action shall be time-	day after the expiry of	accordance with	3. The suspension and		
included in the period.	of the Court seized	4. The person	barred at the expiry	the agreed time-limit	article 42 was	interruption of the		
14.3 The person against	of the case.	against whom a	of this period.	or where there is no	omitted solely	limitation period are		
whom a claim is made at	However, the time	claim is made may at	2. The limitation	agreed time-limit	through the fault of	governed by the law		
any time during the	allowed shall be not	any time during the	period commences	from the sixtieth day	the carrier;	of the State applicable		
running of the period	less than three	running of the	on the day after the	from the date on	b) in case of loss or	to the contract of		
may extend that period	months, commenc-	limitation period	day on which the	which the goods were	damage which is not	carriage. The filing of		
by a declaration to the	ing from the day	extend that period by	multimodal transport	taken over by the	apparent whose	a claim during pro-		
claimant. This period	when the person	a declaration in	operator has deli-	carrier;	existence is ascer-	ceedings to apportion		
may be further extended	bringing such action	writing to the	vered the goods or	(c) In all other cases,	tained after accept-	limited liability for all		
by another declaration	for indemnity has	claimant. This	part thereof or,	on the expiry of a	ance of the goods by	claims arising from an		
or declarations.	settled the claim or	period may be	where the goods	period of three	the person entitled, if	event having led to		
14.4 An action for	has been served with	further extended by	have not been deli-	months after the	he	damage shall interrupt		
indemnity by a person	process in the action	another declaration	vered, on the day	making of the	1. asks for ascertain-	the limitation.		
held liable under this	against himself.	or declarations.	after the last day on	contract of carriage.	ment in accordance	4. Any action for		
instrument may be		5. An action for	which the goods	The day on which the	with article 42	indemnity by a person		
instituted even after the		indemnity by a	should have been	period of limitation	immediately after	held liable under this		
expiration of the period		person held liable	delivered.	begins to run shall not	discovery of the loss	Convention may be		
mentioned in article 14.1		may be instituted	3. The person against	be included in the	or damage and not	instituted even after		
if the indemnity action is		even after the	whom a claim is	period.	later than seven days	the expiry of the		
instituted within the		expiration of the	made may at any	2. A written claim	after the acceptance	limitation period		

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
later of		limitation period	time during the	shall suspend the	of the goods, and	provided for in		
(a) the time allowed by		provided for in the	running of the	period of limitation	2. in addition, proves	paragraphs 1 and 2 of		
the law of the State		preceding para-	limitation period	until such date as the	that the loss or	the present article, if		
where proceedings are		graphs if instituted	extend that period by	carrier rejects the	damage occurred	proceedings are		
instituted; or		within the time	a declaration in	claim by notification	between the time of	instituted within a		
(b) 90 days commencing		allowed by the law	writing to the	in writing and returns	taking over and the	period of 90 days		
from the day when the		of the State where	claimant. This period	the documents	time of delivery;	commencing from the		
person instituting the		proceedings are	may be further	attached thereto. If a	c) in cases where the	day on which the		
action for indemnity has		instituted. However,	extended by another	part of the claim is	transit period has	person instituting the		
either		the time allowed	declaration or	admitted the period of	been exceeded, if the	action has settled the		
(i) settled the claim; or		shall not be less than	declarations.	limitation shall start	person entitled has,	claim or has been		
(ii) been served with		90 days commencing	4. Provided that the	to run again only in	within sixty days,	served with process,		
process in the action		from the day when	provisions of another	respect of that part of	asserted his rights	or if proceedings are		
against itself.		the person instituting	applicable inter-	the claim still in	against one of the	instituted within a		
[14.5 If the registered		such action for	national convention	dispute. The burden	carriers referred to in	longer period as		
owner of a vessel defeats		indemnity has settled	are not to the con-	of proof of the receipt	article 45 § 1;	provided by the law		
the presumption that it		the claim or has been	trary, a recourse	of the claim, or of the	d) if the person	of the State where		
is the carrier under		served with process	action for indemnity	reply and of the return	entitled proves that	proceedings are		
article 8.4.2, an action		in the action against	by a person held	of the documents,	the loss or damage	instituted.		
against the bareboat		himself.	liable under this	shall rest with the	results from an act or	5. A right of action		
charterer may be			Convention may be	party relying upon	omission, done with	which has become		
instituted even after the			instituted even after	these facts. The	intent to cause such	barred by lapse of		
expiration of the			the expiration of the	running of the period	loss or damage, or	time may not be		
limitation period			limitation period	of limitation shall not	recklessly and with	exercised by way of		
mentioned in article 14.1			provided for in the	be suspended by	knowledge that such	counter-claim or set-		
if the action is instituted			preceding paragraphs	further claims having	loss or damage would	off.		
within the later of			if instituted within	the same object.	probably result.			
(a) the time allowed by			the time allowed by	3. Subject to the	3. If the goods have			
the law of the State			the law of the State	provisions of para-	been reconsigned in			
where proceedings are			where proceedings	graph 2 above, the	accordance with			
instituted; or			are instituted;	extension of the	article 28 rights of			
(b) 90 days commencing			however, the time	period of limitation	action in case of			
from the day when the			allowed shall not be	shall be governed by	partial loss or in case			
registered owner both			less than 90 days	the law of the court or	of damage, arising			
(i) proves that the ship			commencing from	tribunal seized of the	from one of the			
was under a bareboat			the day when the	case. That law shall	previous contracts of			
charter at the time of the			person instituting	also govern the fresh	carriage, shall be			
carriage; and			such action for	accrual of rights of	extinguished as if			
(ii) adequately identifies			indemnity has settled	action.	there had been only a			
the bareboat charterer.]			the claim or has been	4. A right of action	single contract of			
			served with process	which has become	carriage.			
			in the action against	barred by lapse of	Article 48-Limitation			
			himself.	time may not be	of actions			
				exercised by way of	1. The period of			
				counterclaim or set-	limitation for an			
				off.	action arising from			
					the contract of			
					carriage shall be one			
					year. Nevertheless,			
					the period of			

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
					limitation shall be			
					two years in the case			
					of an action			
					a) to recover a cash			
					on delivery payment			
					collected by the			
					carrier from the			
					consignee;			
					b) to recover the			
					proceeds of a sale			
					effected by the			
					carrier;			
					c) for loss or damage			
					resulting from an act			
					or omission done			
					with intent to cause			
					such loss or damage,			
					or recklessly and			
					with knowledge that			
					such loss or damage			
					would probably			
					result;			
					d) based on one of			
					the contracts of			
					carriage prior to the			
					reconsignment in the			
					case provided for in			
					article 28.			
					2. The period of			
					limitation shall run			
					for actions			
					a) for compensation			
					for total loss, from			
					the thirtieth day after			
					expiry of the transit			
					period;			
					b) for compensation			
					for partial loss,			
					damage or exceeding			
					of the transit period,			
					from the day when			
					delivery took place;			
					c) in all other cases,			
					from the day when			
					the right of action			
					may be exercised.			
					The day indicated for			
					the commencement			
					of the period of limi-			
					tation shall not be			
					included in the			1

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
					period.	23.23.2		
					3. The period of			
					limitation shall be			
					suspended by a claim			
					in writing in accord-			
					ance with article 43			
					until the day that the			
					carrier rejects the			
					claim by notification			
					in writing and returns			
					the documents sub-			
					mitted with it. If part			
					of the claim is			
					admitted, the period			
					of limitation shall			
					start to run again in			
					respect of the part of			
					the claim still in dis-			
					pute. The burden of			
					proof of receipt of			
					the claim or of the			
					reply and of the			
					return of the docu-			
					ments shall lie on the			
					party who relies on			
					those facts. The			
					period of limitation			
					shall not be sus-			
					pended by further			
					claims having the			
					same object.			
					4. A right of action			
					which has become			
					time-barred may not			
					be exercised further,			
					even by way of			
					counter-claim or			
					relied upon by way of exception.			
					5. Otherwise, the			
					suspension and inter-			
					ruption of periods of			
					limitation shall be			
					governed by national			
					law.			
					iuw.			
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CHAPTER 15 – GENERAL AVERAGE

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 15-General		Article 24-General	Article 29-General			Article 26-General		
average		average	average			average		
15.1 Nothing in this		1. Nothing in this	1. Nothing in this			Nothing in this		
instrument prevents		Convention shall	Convention shall			Convention shall		
the application of		prevent the applica-	prevent the applica-			prevent the applica-		
provisions in the		tion of provisions in	tion of provisions in			tion of provisions in		
contract of carriage or		the contract of	the multimodal			the contract of		
national law regarding		carriage by sea or	transport contract or			carriage or national		
the adjustment of		national law regard-	national law regard-			law regarding the		
general average.		ing the adjustment of	ing the adjustment of			calculation of the		
15.2 With the excep-		general average.	general average, if			amount of damages		
tion of the provision on		2. With the exception	and to the extent			and contributions		
time for suit, the		of Article 20, the	applicable.			payable in the event		
provisions of this		provisions of this	2. With the excep-			of general average.		
instrument relating to		Convention relating	tion of article 25, the					
the liability of the		to the liability of the	provisions of this					
carrier for loss or		carrier for loss of or	Convention relating					
damage to the goods		damage to the goods	to the liability of the					
also determine		also determine	multimodal transport					
whether the consignee		whether the con-	operator for loss of					
may refuse contribu-		signee may refuse	or damage to the					
tion in general average		contribution in	goods shall also					
and the liability of the		general average and	determine whether					
carrier to indemnify		the liability of the	the consignee may					
the consignee in		carrier to indemnify	refuse contribution					
respect of any such		the consignee in	in general average					
contribution made or		respect of any such	and the liability of					
any salvage paid.		contribution made or	the multimodal					
		any salvage paid.	transport operator to					
			indemnify the					
			consignee in respect					
			of any such contri-					
			bution made or any					
			salvage paid.					

CHAPTER 16 – OTHER CONVENTIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 16-Other	Article 8	Article 25-Other	Article 4-Regulation and					Article 55-Relationship
Conventions	The provisions of this	conventions	control of multimodal					with other Warsaw
16.1 This instrument	convention shall not	1. This Convention does	transport					Convention
does not modify the	affect the rights and	not modify the rights or	1. This Convention shall					Instruments
rights or obligations of	obligations of the carrier	duties of the carrier, the	not affect, or be incom-					This Convention shall
the carrier, or the	under any statute for the	actual carrier and their	patible with, the applica-					prevail over any rules
performing party	time being in force	servants and agents,	tion of any international					which apply to inter-
provided for in	relating to the limitation	provided for in inter-	convention or national					national carriage by air:
international	of the liability of owners	national conventions or	law relating to the					1. between States
conventions or national	of seagoing vessels.	national law relating to	regulation and control of					Parties to this
law governing the		the limitation of liability	transport operations.					Convention by virtue of
limitation of liability		of owners of seagoing	2. This Convention shall					those States commonly
relating to the operation		ships.	not affect the right of					being Party to
of [seagoing] ships.		2. The provisions of	each State to regulate and					(a) The Convention for
16.2 No liability arises		Articles 21 and 22 of this	control at the national					the Unification of
under the provisions of		Convention do not	level multimodal trans-					Certain Rules Relating
this instrument for any		prevent the application of	port operations and					to International
loss or damage to or		the mandatory provisions	multimodal transport					Carriage by Air Signed
delay in delivery of		of any other multilateral	operators, including the					at Warsaw on
luggage for which the		convention already in	right to take measures					12 October 1929
carrier is responsible		force at the date of this	relating to consultations,					(hereinafter called the
under any convention or		Convention relating to	especially before the					Warsaw Convention);
national law relating to		matters dealt with in the	introduction of new tech-					(b) the Protocol to
the carriage of		said Articles, provided	nologies and services,					Amend the Convention
passengers and their		that the dispute arises	between multimodal					for the Unification of
luggage by sea.		exclusively between	transport operators,					Certain Rules Relating
16.3 No liability arises		parties having their	shippers, shippers'					to International
under the provisions of		principal place of	organisations and					Carriage by Air Signed
this instrument for		business in States	appropriate national					at Warsaw on
damage caused by a		members of such other	authorities on terms and					12 October 1929, Done
nuclear incident if the		convention. However, this	conditions of service;					at The Hague on
operator of a nuclear		paragraph does not affect	licensing of multimodal					28 September 1955
installation is liable for		the application of	transport operators;					(hereinafter called The
such damage:		paragraph 4 of Article 22	participation in transport;					Hague Protocol);
(a) under either the		of this Convention.	and all other steps in the					(c) the <i>Convention</i> ,
Paris Convention of 29		3. No liability shall arise	national economic and					Supplementary to the
July 1960, on Third		under the provisions of	commercial interest.					Warsaw Convention, for
Party Liability in the		this Convention for	3. The multimodal					the Unification of
Field of Nuclear Energy		damage caused by a	transport operator shall					Certain Rules Relating
as amended by the		nuclear incident if the	comply with the appli-					to International
Additional Protocol of		operator of a nuclear	cable law of the country					Carriage by Air
28 January 1964, or the		installation is liable for	in which he operates and					Performed by a Person
Vienna Convention of 21		such damage:	with the provisions of					Other than the
May 1963, on Civil		(a) Under either the Paris	this Convention.					Contracting Carrier,
Liability for Nuclear		Convention of 29 July	Article 30-Other					signed at Guadalajara
Damage, or		1960 on Third Party	Conventions					on 18 September 1961
(b) by virtue of national		Liability in the Field of	1. This Convention does					(hereinafter called the
law governing the		Nuclear Energy as	not modify the rights or					Guadalajara

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
liability for such	111002 (1001	amended by the	duties provided for in the	CITIE	20111 01111 1///	C1.2112	11122601211	Convention);
damage, provided that		Additional Protocol of	Brussels International					(d) the <i>Protocol to</i>
such law is in all		28 January 1964 or the	Convention for the					Amend the Convention
respects as favourable to		Vienna Convention of	unification of certain					for the Unification of
persons who may suffer		21 May 1963 on Civil	rules relating to the					Certain Rules Relating
damage as either the		Liability for Nuclear	limitation of the liability					to International
Paris or Vienna		Damage, or	of owners of sea-going					Carriage by Air Signed
Conventions.		(b) By virtue of national	vessels of 25 August					at Warsaw on
Conventions.		law governing the liability	1924; in the Brussels					12 October 1929 as
		for such damage, pro-	International Convention					Amended by the
		vided that such law is in	relating to the limitation					Protocol Done at The
		all respects as favourable	of the liability of owners					Hague on 28 September
		to persons who may suffer	of seagoing ships of					1955 Signed at
		damage as either the Paris	10 October 1957; in the					Guatemala City on
		or Vienna Conventions.	London Convention on					8 March 1971
			limitation of liability for					(hereinafter called the
		4. No liability shall arise under the provisions of	maritime claims of					Guatemala City
		this Convention for any	19 November 1976; and					Protocol);
		loss of or damage to or	in the Geneva					(e) Additional Protocol
								Nos. 1 to 3 and
		delay in delivery of	Convention relating to the limitation of the					Montreal Protocol No. 4
		luggage for which the carrier is responsible	liability of owners of					to amend the Warsaw
			inland navigation vessels					Convention as amended
		under any international convention or national	_					
			(CLN) of 1 March 1973,					by the Hague Protocol or the Warsaw
		law relating to the	including amendments to these Conventions, or					Convention as amended
		carriage of passengers and	national law relating to					by both The Hague
		their luggage by sea.	the limitation of liability					Protocol and the
		5. Nothing contained in	· ·					Guatemala City
		this Convention prevents a Contracting State from	of owners of sea-going ships and inland					Protocol Signed at
		applying any other	navigation vessels.					Montreal on
		international convention	2. The provisions of					25 September 1975
		which is already in force	articles 26 and 27 of this					(hereinafter called the
		at the date of this	Convention do not					Montreal Protocols); or
		Convention and which	prevent the application of					2. within the territory of
		applies mandatorily to	the mandatory provisions					any single State Party to
		contracts of carriage of	of any other international					this Convention by
		goods primarily by a	convention relating to					virtue of that State being
		mode of transport other	matters dealt with in the					Party to one or more of
		than transport by sea. This	said articles, provided					the instruments referred
		provision also applies to	that the dispute arises					to in sub-paragraphs (a)
		any subsequent revision	exclusively between					to (e) above.
		_	,					10 (c) above.
		or amendment of such international convention.	parties having their principal place of business in					
		Article 31-Denunciation	States parties to such					
		of other conventions	other convention.					
		9	However, this paragraph					
		1. Upon becoming a Contracting State to this	does not affect the appli-					
		Convention, any State						
			cation of paragraph 3 of					
		party to the International	article 27 of this					
		Convention for the	Convention.				1	

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		Unification of Certain	3. No liability shall arise					
		Rules relating to Bills of	under the provisions of					
		Lading signed at Brussels	this Convention for					
		on 25 August 1924 (1924	damage caused by					
		Convention) must notify	nuclear incident if the					
		the Government of	operator of a nuclear					
		Belgium as the depositary	installation is liable for					
		of the 1924 Convention of	such damage:					
		its denunciation of the	(a) Under either the Paris					
		said Convention with a	Convention of 29 July					
		declaration that the	1960 on Third Party					
		denunciation is to take	Liability in the Field of					
		effect as from the date	Nuclear Energy as					
		when this Convention	amended by the					
		enters into force in respect	Additional Protocol of					
		of that State.	28 January 1964 or the					
		2. Upon the entry into	Vienna Convention of					
		force of this Convention	21 May 1963 on Civil					
		under paragraph 1 of	Liability for Nuclear					
		article 30, the depositary	Damage, or amendments					
		of this Convention must	thereto; or					
		notify the Government of	(b) By virtue of national					
		Belgium as the depositary	law governing the					
		the date of such entry into	provided that such law is					
		force, and of the names of	in all respects as					
		the Contracting States in	favourable to persons					
		respect of which the Convention has entered	who may suffer damage as either the Paris or					
		into force.	Vienna Conventions.					
		3. The provisions of	4. Carriage of goods such					
		paragraphs 1 and 2 of this	as carriage of goods in					
		Article apply correspond-	accordance with the					
		ingly in respect of States	Geneva Convention of					
		parties to the Protocol	19 May 1956 on the					
		signed on 23 February	Contract for the					
		1968 to amend the	International Carriage of					
		International Convention	Goods by Road in					
		for the Unification of	article 2, or the Berne					
		Certain Rules relating to	Convention of 7 February					
		Bills of Lading signed at	1970 concerning the					
		Brussels on 25 August	Carriage of Goods by					
		1924.	Rail, article 2, shall not					
		4. Notwithstanding	for States Parties to					
		Article 2 of this	Conventions governing					
		Convention, for the	such carriage be con-					
		purposes of paragraph 1	sidered as international					
		of this Article, a	multimodal transport					
		Contracting State may, if	within the meaning of					
		it deems it desirable, defer	article 1, paragraph 1, of					

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		the denunciation of the	this Convention, in so far					
		1924 Convention and of	as such States are bound					
		the 1924 Convention as	to apply the provisions of					
		modified by the 1968	such Conventions to such					
		Protocol for a maximum	carriage of goods.					
		period of five years from						
		the entry into force of this						
		Convention. It will then						
		notify the Government of						
		Belgium of its intention.						
		During this transitory						
		period, it must apply to						
		the Contracting States this						
		Convention to the						
		exclusion of any other						
		one.						

CHAPTER 17 – LIMITS OF CONTRACTUAL FREEDOM

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
Article 17-Limits of	Article 3(8)	Article 23-	Article 3-Mandatory	Article 40	Article 5-Mandatory	Article 25-Nullity of	Article 23	Article 26-Invalidity
contractual freedom	Any clause, coven-	Contractual	application	Carriers shall be free	law	contractual	1. Any provision	of Contractual
17.1(a) Unless	ant, or agreement in a	stipulations	1. When a multi-	to agree among	Unless provided	stipulations	tending to relieve the	Provisions
otherwise specified in	contract of carriage	1. Any stipulation in	modal transport con-	themselves on pro-	otherwise in these	1. Subject to the pro-	carrier of liability or	Any provision
this instrument, any	relieving the carrier	a contract of carriage	tract has been con-	visions other than	Uniform Rules, any	visions of article 20,	to fix a lower limit	tending to relieve the
	or the ship from	by sea, in a bill of	cluded which accord-	those laid down in	stipulation which,	paragraph 4, any	than that which is	carrier of liability or
that derogates from	liability for loss or	lading, or in any	ing to article 2 shall	articles 37 and 38.	directly or indirectly,	contractual stipula-	laid down in this	to fix a lower limit
the provisions of this	damage to, or in	other document	be governed by this	Article 41	would derogate from	tion intended to	Convention shall be	than that which is
instrument are null	connection with,	evidencing the	Convention, the	1. Subject to the pro-	these Uniform Rules	exclude, limit or	null and void, but the	laid down in this
and void, if and to the	goods arising from	contract of carriage	provisions of this	visions of article 40,	shall be null and	increase the liability,	nullity of any such	Convention shall be
extent it is intended or	negligence, fault, or	by sea is null and	Convention shall be	any stipulation which	void. The nullity of	within the meaning	provision does not	null and void, but the
has as its effect,	failure in the duties	void to the extent that	mandatorily	would directly or	such a stipulation	of this Convention,	involve the nullity of	nullity of any such
directly or indirectly,	and obligations pro-	it derogates, directly	applicable to such	indirectly derogate	shall not involve the	of the carrier, the	the whole contract,	provision does not
to exclude, [or] limit [,	vided in this article or	or indirectly, from the	contract.	from the provisions	nullity of the other	actual carrier or their	which shall remain	involve the nullity of
or increase] the	lessening such	provisions of this	2. Nothing in this	of this Convention	provisions of the	servants or agents,	subject to the	the whole contract,
liability for breach of	liability otherwise	Convention. The	Convention shall	shall be null and	contract of carriage.	shift the burden of	provisions of this	which shall remain
any obligation of the	than as provided in	nullity of such a	affect the right of the	void. The nullity of	Nevertheless, a	proof or reduce the	Convention.	subject to the
carrier, a performing	this convention, shall	stipulation does not	consignor to choose	such a stipulation	carrier may assume a	periods for claims or	2. Paragraph 1 of this	provisions of this
party, the shipper, the	be null and void and	affect the validity of	between multimodal	shall not involve the	liability greater and	limitations referred to	article shall not apply	Convention.
controlling party, or	of no effect. A benefit	the other provisions	transport and	nullity of the other	obligations more	in articles 23 and 24	to provisions govern-	Article 27-Freedom
the consignee under	of insurance in	of the contract or	segmented transport.	provisions of the	burdensome than	shall be null and	ing loss or damage	to Contract
the provisions of this	favour of the carrier	document of which it	Article 28-	contract.	those provided for in	void. Any stipulation	resulting from the	Nothing contained in
instrument.	or similar clause shall	forms a part. A clause	Contractual	2. In particular, a	these Uniform Rules.	assigning a benefit of	inherent defect,	this Convention shall
(b) [Notwithstanding	be deemed to be a	assigning benefit of	stipulations	benefit of insurance		insurance of the	quality or vice of the	prevent the carrier
paragraph (a), the	clause relieving the	insurance of the	1. Any stipulation in	in favour of the		goods in favour of	cargo carried.	from refusing to enter
carrier or a perform-	carrier from liability.	goods in favour of	a multimodal trans-	carrier or any other		the carrier is also null	Article 32	into any contract of
ing party may increase	Article 5	the carrier, or any	port contract or	similar clause, or any		and void.	Any clause contained	carriage, from
its responsibilities and	A carrier shall be at	similar clause, is null	multimodal transport	clause shifting the		2. Notwithstanding	in the contract and all	waiving any defences
its obligations under	liberty to surrender in	and void.	document shall be	burden of proof shall		the provisions of	special agreements	available under the
this instrument.]	whole or in part all or	2. Notwithstanding	null and void to the	be null and void.		paragraph 1 of the	entered into before	Convention, or from
(c) Any stipulation	any of his rights and	the provisions of	extent that it dero-			present article and	the damage occurred	laying down condi-
assigning a benefit of	immunities or to	paragraph 1 of this	gates, directly or			without prejudice to	by which the parties	tions which do not
insurance of the goods in favour of the carrier	increase any of his responsibilities and	article, a carrier may increase his responsi-	indirectly, from the provisions of this			article 21, contractual stipulations shall be	purport to infringe the rules laid down	conflict with the provisions of this
is null and void.	obligations under this	bilities and obliga-	Convention. The			authorized specifying	by this Convention,	Convention.
17.2 Notwithstanding	convention, provided	tions under this	nullity of such a			that the carrier or the	whether by deciding	Convention.
the provisions of	such surrender or	Convention.	stipulation shall not			actual carrier is not	the law to be applied,	
	increase shall be	3. Where a bill of	affect the validity of			responsible for losses	or by altering the	
instrument, both the	embodied in the bill	lading or any other	other provisions of			arising from:	rules as to jurisdic-	
carrier and any	of lading issued to	document evidencing	the contract or			(a) An act or omis-	tion, shall be null and	
•	the shipper. The pro-	the contract of	document of which it			sion by the master of	void. Nevertheless	
by the terms of the	visions of this con-	carriage by sea is	forms a part. A clause			the vessel, the pilot	for the carriage of	
contract of carriage	vention shall not be	issued, it must con-	assigning benefit of			or any other person	goods arbitration	
exclude or limit their	applicable to charter	tain a statement that	insurance of the			in the service of the	clauses are allowed,	
liability for loss or	parties, but if bills of	the carriage is subject	goods in favour of			vessel, pusher or tug	subject to this	
damage to the goods if	lading are issued in	to the provisions of	the multimodal trans-			during navigation or	Convention, if the	
(a) the goods are live	the case of a ship	this Convention	port operator or any			in the formation or	arbitration is to take	
animals, or	under a charter party	which nullify any	similar clause shall			dissolution of a	place within one of	

INSTRUMENT	HACTIE VICEN	HAMDUDC	MULTIMODAL	CMD	COTIE CIM 1000	CMNI	W/A DC AW/	MONTDEAL
	they shall comply	HAMBURG	MULTIMODAL be null and void.	CMR	COTIF-CIM 1999	CMNI pushed or towed	WARSAW the jurisdictions	MONTREAL
(b) the character or condition of the goods	with the terms of this	stipulation derogating therefrom to the	2. Notwithstanding			convoy, provided that	referred to in the first	
		detriment of the	-					
or the circumstances	convention. Nothing		the provisions of paragraph 1 of this			the carrier complied	paragraph of	
and terms and condi- tions under which the	in these rules shall be held to prevent the	shipper or the	article, the multi-			with the obligations set out for the crew in	article 28. Article 33	
	insertion in a bill of	consignee.	· · · · · · · · · · · · · · · · · · ·					
carriage is to be	lading of any lawful	4. Where the claimant in respect of the	modal transport operator may, with			article 3, paragraph 3, unless the act or	Except as provided in	
performed are such as		1	1			omission results from	paragraph 3 of	
reasonably to justify a	provision regarding	goods has incurred	the agreement of the				article 5, nothing in	
special agreement,	general average. Article 6	loss as a result of a	consignor, increase			an intention to cause	this Convention shall	
provided that ordinary		stipulation which is	his responsibilities			damage or from reckless conduct with	prevent the carrier either from refusing	
commercial shipments	Notwithstanding the	null and void by	and obligations under				2	
made in the ordinary	provisions of the	virtue of the present	this Convention.			the knowledge that	to enter into any	
course of trade are not	preceding articles, a	article, or as a result	3. The multimodal			such damage would	contract of carriage	
concerned and no	carrier, master or	of the omission of the	transport document			probably result;	or from making	
negotiable transport	agent of the carrier	statement referred to	shall contain a state-			(b) Fire or an explo-	regulations which do	
document or nego-	and a shipper shall in	in paragraph 3 of this	ment that the inter-			sion on board the	not conflict with the	
tiable electronic record	regard to any particu-	article, the carrier	national multimodal			vessel, where it is not	provisions of this	
is or is to be issued for	lar goods be at liberty	must pay compensa-	transport is subject to			possible to prove that	Convention.	
the carriage of the	to enter into any	tion to the extent	the provisions of this			the fire or explosion	Article 34	
goods.	agreement in any	required in order to	Convention which			resulted from a fault	The provisions of	
	terms as to the	give the claimant	nullify any stipula-			of the carrier or the	articles 3 to 8 inclu-	
	responsibility and	compensation in	tion derogating there-			actual carrier or their	sive relating to docu-	
	liability of the carrier	accordance with the	from to the detriment			servants or agents or	ments of carriage	
	for such goods, and	provisions of this	of the consignor or			a defect of the vessel;	shall not apply in the	
	as to the rights and	Convention for any	the consignee.			(c) The defects	case of carriage per-	
	immunities of the	loss of or damage to	4. Where the claim-			existing prior to the	formed in extraor-	
	carrier in respect of	the goods as well as	ant in respect of the			voyage of his vessel	dinary circumstances	
	such goods, or his	for delay in delivery.	goods has incurred			or of a rented or	outside the normal	
	obligation as to	The carrier must, in	loss as a result of a			chartered vessel if he	scope of an air	
	seaworthiness, so far	addition pay com-	stipulation which is			can prove that such	carrier's business.	
	as this stipulation is	pensation for costs	null and void by			defects could not		
	not contrary to public	incurred by the	virtue of the present			have been detected		
	policy, or the care or	claimant for the	article, or as a result			prior to the start of		
	diligence of his	purpose of exercising	of the omission of the			the voyage despite		
	servants or agents in	his right, provided	statement referred to			due diligence.		
	regard to the loading,	that costs incurred in the action where the	in paragraph 3 of this article, the multi-					
	handling, stowage,		· · · · · · · · · · · · · · · · · · ·					
	carriage, custody,	foregoing provision is invoked are to be	modal transport operator must pay					
	care and discharge of	determined in						
	the goods carried by	accordance with the	compensation to the					
	sea, provided that in this case no bill of	law of the State	extent required in					
			order to give the					
	lading has been or	where proceedings	claimant compensa-					
	shall be issued and	are instituted.	tion in accordance					
	that the terms agreed		with the provisions of					
	shall be embodied in		this Convention for					
	a receipt which shall		any loss of or damage					
	be a non-negotiable		to the goods as well					
	document and shall		as for delay in					
	be marked as such.		delivery. The multi-					
	Any agreement so		modal transport					

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
	entered into shall		operator must, in					
	have full legal effect.		addition, pay com-					
	Provided that this		pensation for costs					
	article shall not apply		incurred by the					
	to ordinary commer-		claimant for the					
	cial shipments made		purpose of exercising					
	in the ordinary course		his right, provided					
	of trade, but only to		that costs incurred in					
	other shipments		the action where the					
	where the character		foregoing provision					
	or condition of the		is invoked are to be					
	property to be carried		determined in accord-					
	or the circumstances,		ance with the law of					
	terms and conditions		the State where pro-					
	under which the		ceedings are					
	carriage is to be per-		instituted.					
	formed are such as							
	reasonably to justify							
	a special agreement.							
	Article 7							
	Nothing herein							
	contained shall							
	prevent a carrier or a							
	shipper from entering							
	into any agreement,							
	stipulation, condition,							
	reservation or							
	exemption as to the							
	responsibility and							
	liability of the carrier							
	or the ship for the							
	loss or damage to, or							
	in connection with,							
	the custody and care							
	and handling of							
	goods prior to the							
	loading on, and							
	subsequent to the							
	discharge from the							
	ship on which the							
	goods are carried by							
	sea.							

CHAPTER - JURISDICTION AND ARBITRATION

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		Article 21-Jurisdiction	Article 26-Jurisdiction	Article 31	Article 46-Forum		Article 28	Article 33-Jurisdiction
		1. In judicial proceed-	1. In judicial proceed-	1. In legal proceed-	1. Actions based on		1. An action for	1. An action for
		ings relating to carriage	ings relating to inter-	ings arising out of	these Uniform Rules		damages must be	damages must be
		of goods under this	national multimodal	carriage under this	may be brought before		brought, at the option	brought, at the option
		Convention the	transport under this	Convention, the	the courts or tribunals		of the plaintiff, in the	of the plaintiff, in the
		plaintiff, at his option,	Convention, the	plaintiff may bring an	of Member States		territory of one of the	territory of one of the
		may institute an action	plaintiff, at his option,	action in any court or	designated by agree-		High Contracting	States Parties, either
		in a court which,	may institute an action	tribunal of a contrac-	ment between the		Parties, either before	before the court of the
		according to the law of	in a court which,	ting country desig-	parties or before the		the Court having	domicile of the carrier
		the State where the	according to the law of	nated by agreement	courts or tribunals of a		jurisdiction where	or of its principal place
		court is situated, is	the State where the	between the parties	State on whose territory		the carrier is	of business, where it
		competent and within	court is situated, is	and, in addition, in the	a) the defendant has his		ordinarily resident, or	has a place of business
		the jurisdiction of	competent and within	courts or tribunals of a	domicile or habitual		has his principal	through which the
		which is situated one of	the jurisdiction of	country within whose	residence, his principal		place of business, or	contract has been made
		the following places:	which is situated one of	territory:	place of business or the		has an establishment	or before the court at
		(a) The principal place	the following places:	(a) The defendant is	branch or agency which		by which the contract	the place of destination.
NO		of business or, in the	(a) The principal place	ordinarily resident, or	concluded the contract		has been made or	2. In respect of damage
NO DE CHICLONG		absence thereof, the	of business or, in the	has his principal place	of carriage, or		before the Court	resulting from the death
PROVISIONS		habitual residence of	absence thereof, the	of business, or the	b) the place where the		having jurisdiction at	or injury of a
ARE		the defendant; or	habitual residence of	branch or agency	goods were taken over		the place of destina-	passenger, an action
<u>INCLUDED</u> YET		(b) The place where the	the defendant; or	through which the	by the carrier or the		tion.	may be brought before
<u>IEI</u>		contract was made pro-	(b) The place where the	contract of carriage	place designated for		2. Questions of	one of the courts men-
		vided that the defendant	multimodal transport	was made, or	delivery is situated.		procedure shall be	tioned in paragraph 1 of
		has there a place of	contract was made,	(b) The place where	Other courts or		governed by the law	this article, or in the
		business, branch or	provided that the	the goods were taken	tribunals may not be		of the Court seised of	territory of a State
		agency through which	defendant has there a	over by the carrier or	seized. 2. Where an action		the case.	Party in which at the time of the accident the
		the contract was made;	place of business, branch or agency	the place designated for delivery is	based on these Uniform			passenger has his or her
		(c) The port of loading	through which the	situated.	Rules is pending before			principal and
		or the port of discharge;	contract was made; or	2. Where in respect of	a court or tribunal com-			permanent residence
		or the port of discharge,	(c) The place of taking	a claim referred to in	petent pursuant to § 1,			and to or from which
		(d) Any additional place	the goods in charge for	paragraph 1 of this	or where in such			the carrier operates
		designated for that	international multi-	article an action is	litigation a judgment			services for the carriage
		purpose in the contract	modal transport or the	pending before a court	has been delivered by			of passengers by air,
		of carriage by sea.	place of delivery; or	or tribunal competent	such a court or tribunal,			either on its own
		2.(a) Notwithstanding	(d) Any other place	under that paragraph,	no new action may be			aircraft, or on another
		the preceding	designated for that pur-	or where in respect of	brought between the			carrier's aircraft
		provisions of this	pose in the multimodal	such a claim a	same parties on the			pursuant to a commer-
		article, an action may	transport contract and	judgement has been	same grounds unless			cial agreement, and in
		be instituted in the	evidenced in the multi-	entered by such a	the judgment of the			which that carrier
		courts of any port or	modal transport	court or tribunal no	court or tribunal before			conducts its business of
		place in a Contracting	document.	new action shall be	which the first action			carriage of passengers
		State at which the	2. No judicial proceed-	started between the	was brought is not			by air from premises
		carrying vessel or any	ings relating to inter-	same parties on the	enforceable in the State			leased or owned by the
		other vessel of the same	national multimodal	same grounds unless	in which the new action			carrier itself or by
		ownership may have	transport under this	the judgement of the	is brought.			another carrier with
		been arrested in	Convention may be	court or tribunal				which it has a commer-
		accordance with	instituted in a place not	before which the first				cial agreement.
		applicable rules of the	specified in para-	action was brought is				3. For the purposes of

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		law of that State and of	graph 1 of this article.	not enforceable in the				paragraph 2,
		international law.	The provisions of this	country in which the				(a) "commercial
		However, in such a	article do not constitute	fresh proceedings are				agreement" means an
		case, at the petition of	an obstacle to the	brought.				agreement, other than
		the defendant, the	jurisdiction of the	3. When a judgement				an agency agreement,
		claimant must remove	Contracting States for	entered by a court or				made between carriers
		the action, at his choice,	provisional or	tribunal of a contract-				and relating to the
		to one of the jurisdic-	protective measures.	ing country in any				provision of their joint
		tions referred to in	3. Notwithstanding the	such action as is				services for carriage of
		paragraph 1 of this	preceding provisions of	referred to in para-				passengers by air;
		article for the deter-	this article, an agree-	graph 1 of this article				(b) "principal and
		mination of the claim,	ment made by the	has become enforce-				permanent residence"
		but before such removal	parties after a claim has	able in that country, it				means the one fixed
		the defendant must	arisen, which desig-	shall also become				and permanent abode
		furnish security suffi-	nates the place where	enforceable in each of				of the passenger at the
		cient to ensure payment	the plaintiff may insti-	the other contracting				time of the accident.
		of any judgement that	tute an action, shall be	States, as soon as the				The nationality of the
		may subsequently be	effective.	formalities required in				passenger shall not be
		awarded to the claimant	4.(a) Where an action	the country concerned				the determining factor
		in the action.	has been instituted in	have been complied				in this regard.
		(b) All questions relat-	accordance with the	with. These formali-				4. Questions of proce-
		ing to the sufficiency or	provisions of this	ties shall not permit				dure shall be governed
		otherwise of the secu-	article or where judge-	the merits of the case				by the law of the court
		rity shall be determined	ment in such an action	to be re-opened.				seised of the case.
		by the court of the port	has been delivered, no	4. The provisions of				Article 34-Arbitration
		or place of the arrest.	new action shall be	paragraph 3 of this				1. Subject to the
		3. No judicial proceed-	instituted between the	article shall apply to				provisions of this
		ings relating to carriage	same parties on the	judgements after trial,				article, the parties to
		of goods under this	same grounds unless	judgements by default				the contract of carriage
		Convention may be	the judgement in the	and settlements				for cargo may stipulate
		instituted in a place not	first action is not	confirmed by an order				that any dispute
		specified in paragraph 1	enforceable in the	of the court, but shall				relating to the liability
		or 2 of this article. The	country in which the	not apply to interim				of the carrier under this
		provisions of this para-	new proceedings are	judgements or to				Convention shall be
		graph do not constitute	instituted;	awards of damages, in				settled by arbitration.
		an obstacle to the	(b) For the purposes of	addition to costs				Such agreement shall
		jurisdiction of the	this article neither the	against a plaintiff who				be in writing.
		Contracting States for	institution of measures	wholly or partly fails				2. The arbitration proceedings shall, at the
		provisional or protec-	to obtain enforcement	in his action.				
		tive measures.	of a judgement nor the	5. Security for costs				option of the claimant,
		4.(a) Where an action has been instituted in a	removal of an action to a different court within	shall not be required in proceedings arising				take place within one of the jurisdictions
		court competent under	the same country shall	out of carriage under				referred to in article 33.
		paragraph 1 or 2 of this	be considered as the	this Convention from				3. The arbitrator or
		article or where judge-	starting of a new	nationals of contract-				arbitration tribunal
		ment has been delivered	action.	ing countries resident				shall apply the
		by such a court, no new	Article 27-Arbitration	or having their place				provisions of this
		action may be started	1. Subject to the provi-	of business in one of				Convention.
		between the same	sions of this article,	those countries.				4. The provisions of
		parties on the same	parties may provide by	mose countries.				paragraphs 2 and 3 of
	l	parties on the same	parties may provide by	l			l .	paragraphs 2 and 3 01

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		grounds unless the	agreement evidenced in					this article shall be
		judgement of the court	writing that any dispute					deemed to be part of
		before which the first	that may arise relating					every arbitration clause
		action instituted is not	to international multi-					or agreement, and any
		enforceable in the	modal transport under					term of such clause or
		country in which the	this Convention shall					agreement which is
		new proceedings are	be referred to arbitra-					inconsistent therewith
		instituted.	tion.					shall be null and void.
		(b) For the purpose of	2. The arbitration pro-					
		this article the institu-	ceedings shall, at the					
		tion of measures with a	option of the claimant,					
		view to obtaining	be instituted at one of					
		enforcement of a	the following places:					
		judgement is not to be	(a) A place in a State					
		considered as the	within whose territory					
		starting of a new action;	is situated:					
		(c) For the purpose of	(i) The principal place					
		this article, the removal	of business of the					
		of an action to a	defendant or, in the					
		different court within	absence thereof, the					
		the same country, or to	habitual residence of					
		a court in another	the defendant; or					
		country, in accordance	(ii) The place where					
		with paragraph 2 (a) of	the multimodal					
		this article, is not to be	transport contract was					
		considered as the	made, provided that the					
		starting of a new action.	defendant has there a					
		5. Notwithstanding the	place of business,					
		provisions of the pre-	branch or agency					
		ceding paragraphs, an	through which the					
		agreement made by the	contract was made; or					
		parties, after a claim	(iii) The place of taking					
		under the contract of	the goods in charge for					
		carriage by sea has	international multi-					
		arisen, which desig-	modal transport or the					
		nates the place where	place of delivery; or					
		the claimant may insti-	(b) Any other place					
		tute an action, is	designated for that					
		effective.	purpose in the					
		Article 22-Arbitration	arbitration clause or					
		1. Subject to the provi-	agreement.					
		sions of this article,	3. The arbitrator or					
		parties may provide by	arbitration tribunal					
		agreement evidenced in	shall apply the					
		writing that any dispute	provisions of this					
		that may arise relating	Convention.					
		to carriage of goods	4. The provisions of					
		under this Convention	paragraphs 2 and 3 of					
		shall be referred to	this article shall be					
		arbitration.	deemed to be part of					
		2. Where a charter-	every arbitration clause					

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		party contains a provi-	or agreement and any					
		sion that disputes aris-	term of such clause or					
		ing thereunder shall be	agreement which is					
		referred to arbitration	inconsistent therewith					
		and a bill of lading	shall be null and void.					
		issued pursuant to the	5. Nothing in this					
		charterparty does not	article shall affect the					
		contain a special anno-	validity of an agree-					
		tation providing that	ment on arbitration					
		such provision shall be	made by the parties					
		binding upon the holder	after the claim relating					
		of the bill of lading, the	to the international					
		carrier may not invoke	multimodal transport					
		such provision as	has arisen.					
		against a holder having						
		acquired the bill of						
		lading in good faith.						
		3. The arbitration						
		proceedings shall, at the						
		option of the claimant,						
		be instituted at one of						
		the following places:						
		(a) A place in a State						
		within whose territory						
		is situated:						
		(i) The principal place						
		of business of the						
		defendant or, in the						
		absence thereof, the						
		habitual residence of						
		the defendant; or						
		(ii) The place where the						
		contract was made, pro-						
		vided that the defendant						
		has there a place of						
		business, branch or						
		agency through which						
		the contract was made;						
		or						
		(iii) The port of loading						
		or the port of discharge;						
		or						
		(b) Any place desig-						
		nated for that purpose						
		in the arbitration clause						
		or agreement.						
		4. The arbitrator or						
		arbitration tribunal shall						
		apply the rules of this						
		Convention.						

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
		5. The provisions of						
		paragraphs 3 and 4 of						
		this article are deemed						
		to be part of every						
		arbitration clause or						
		agreement, and any						
		term of such clause or						
		agreement which is						
		inconsistent therewith						
		is null and void.						
		6. Nothing in this						
		article affects the vali-						
		dity of an agreement						
		relating to arbitration						
		made by the parties						
		after the claim under						
		the contract of carriage						
		by sea has arisen.						