

REGULATIONS ON INTERNATIONAL CARRIAGE OF GOODS

WHY ARE REGULATIONS NECESSARY?

- Legal protection;
- Harmonization of specific transportation and activity types;
- Trans-national business;
- Reimbursements & compensations;
- International trade rules, risks and insurance;
- Cooperation with other international and national norms;
- Other.

INTERNATIONAL TRANSPORT ORGANIZATIONS:

- The International Air Transport Association (IATA);
- The World Customs Organization (WCO);
- The International Road Transport Union (IRU);
- The International Maritime Organization (IMO);
- The Universal Postal Union (UPU);
- The International Rail Transport Committee (CIT);
- The International Union of Railways (UIC);
- Other.

MAIN INTERNATIONAL TRANSPORT MODES AND CONVENTIONS IN EUROPE

- Road (Groundfreight) – CMR, TIR, ADR;
- Pipe & Cables;
- Air: Montreal; Warsaw;
- Rail – COTIF;
- Multimodal – UNCIMT, FIATA;
- Post – UPC (Universal Postal Convention);
- Water (sea): Hague-Visby Rules, Hamburg Rules, Rotterdam Rules;
- Freight Forwarding – FIATA / NSAB -> LAFF GP / LFF GP.

Multimodal - transportation of goods using several modes of transportation (rail, ship, road, air,..) or with intermediate reloading of cargo and changing modes of transport.

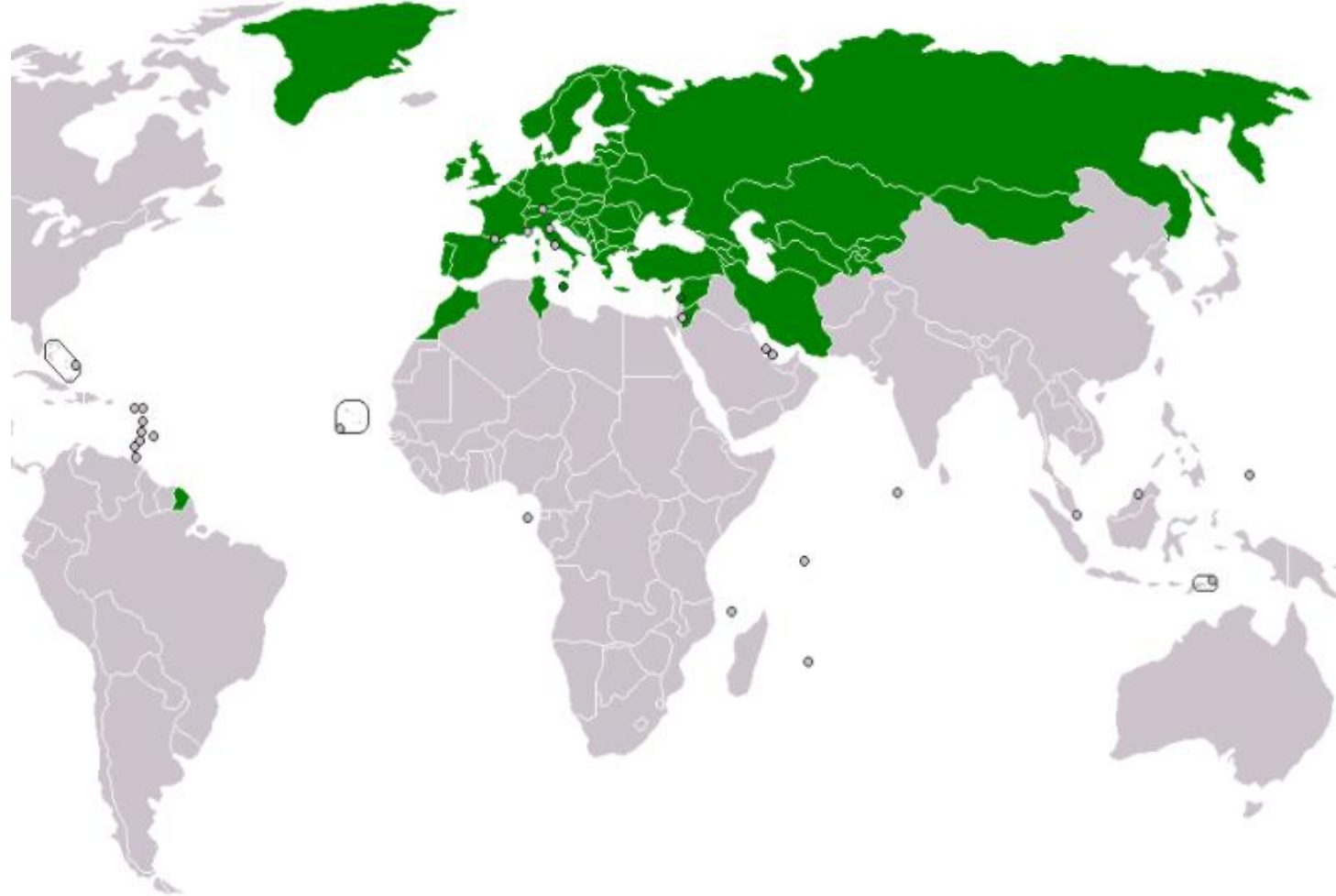
MAIN INTERNATIONAL TRANSPORT CONVENTIONS

ROAD

- **CMR Convention** - is a UN convention signed in 1956.
- By Sep 2020 it has been ratified by 45 states (see next slide).
- Based on the CMR, the International Road Transport Union (IRU) developed a standard CMR waybill.
- Standard CMR waybill is prepared in 3 languages. This helps the waybill to be recognized throughout Europe. Checked by customs and police, a transport document must be presented when the international shipment is transported.
- The document content itself is not prescribed; there is minimum of information required on the CMR.
- If hazardous substances are being shipped, some additional information is required, as described in **ADR convention**.

MAIN INTERNATIONAL TRANSPORT CONVENTIONS

ROAD (CMR COVERAGE)



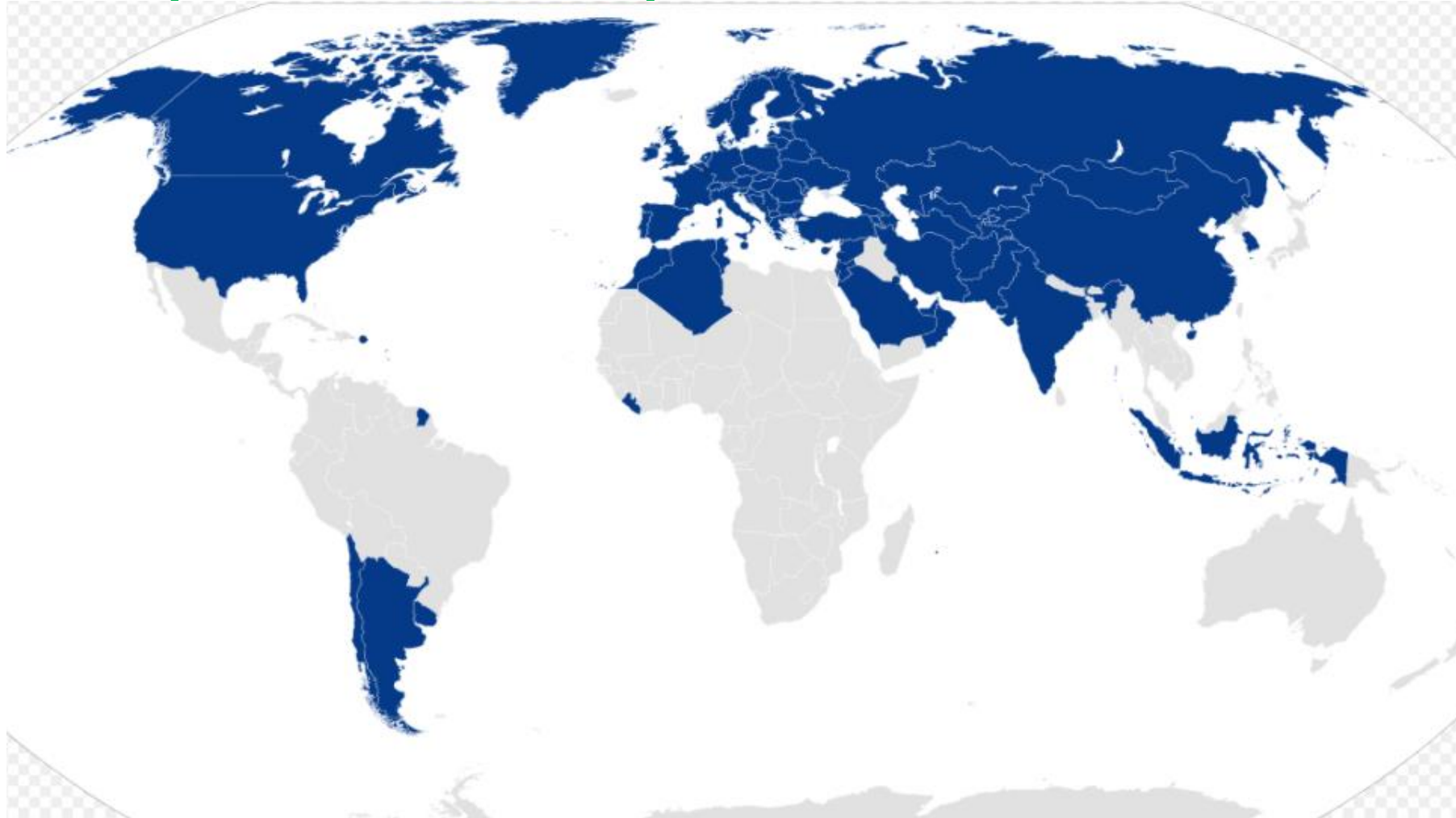
MAIN INTERNATIONAL TRANSPORT CONVENTIONS

ROAD

- **TIR Convention** - is a multilateral treaty to simplify and harmonize the administrative formalities of international road transport.
- The TIR Convention establishes an international customs transit system with maximum facility to move goods:
 - in sealed vehicles or containers;
 - from a customs office of departure in one country to a customs office of destination in another country;
 - without requiring extensive and time-consuming border checks at intermediate borders;
 - while, at the same time, providing customs authorities with the required security and guarantees.

MAIN INTERNATIONAL TRANSPORT CONVENTIONS

ROAD (TIR COVERAGE)



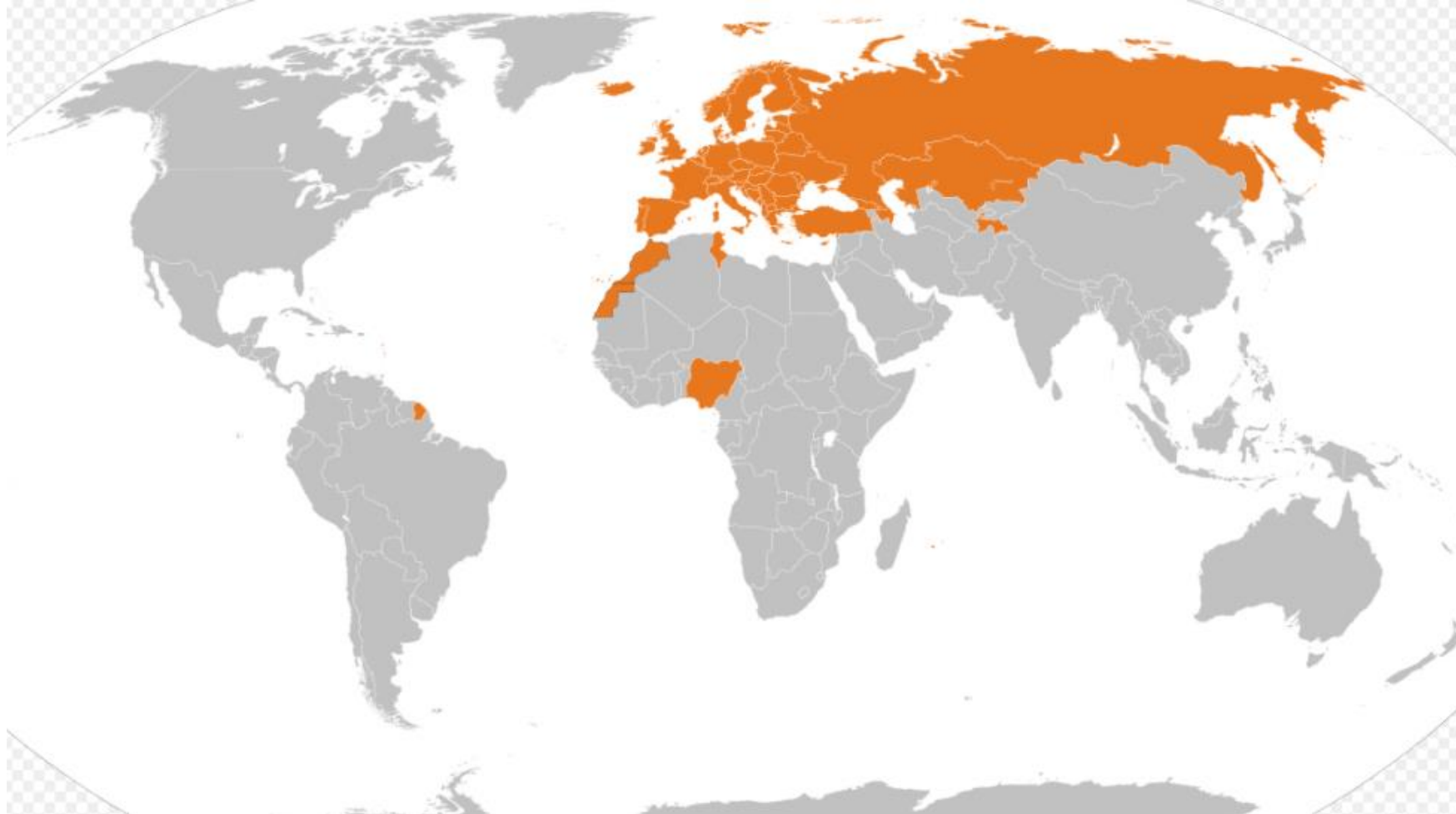
MAIN INTERNATIONAL TRANSPORT CONVENTIONS

ROAD

- **ADR** - is a 1957 UN treaty that governs transnational transport of hazardous materials by road.
- From 1 January 2021, the treaty will be renamed **Agreement concerning the International Carriage of Dangerous Goods by Road** as the word "European" in the original name may give the impression that the treaty is only open for accession to European states.

MAIN INTERNATIONAL TRANSPORT CONVENTIONS

ROAD (ADR COVERAGE)



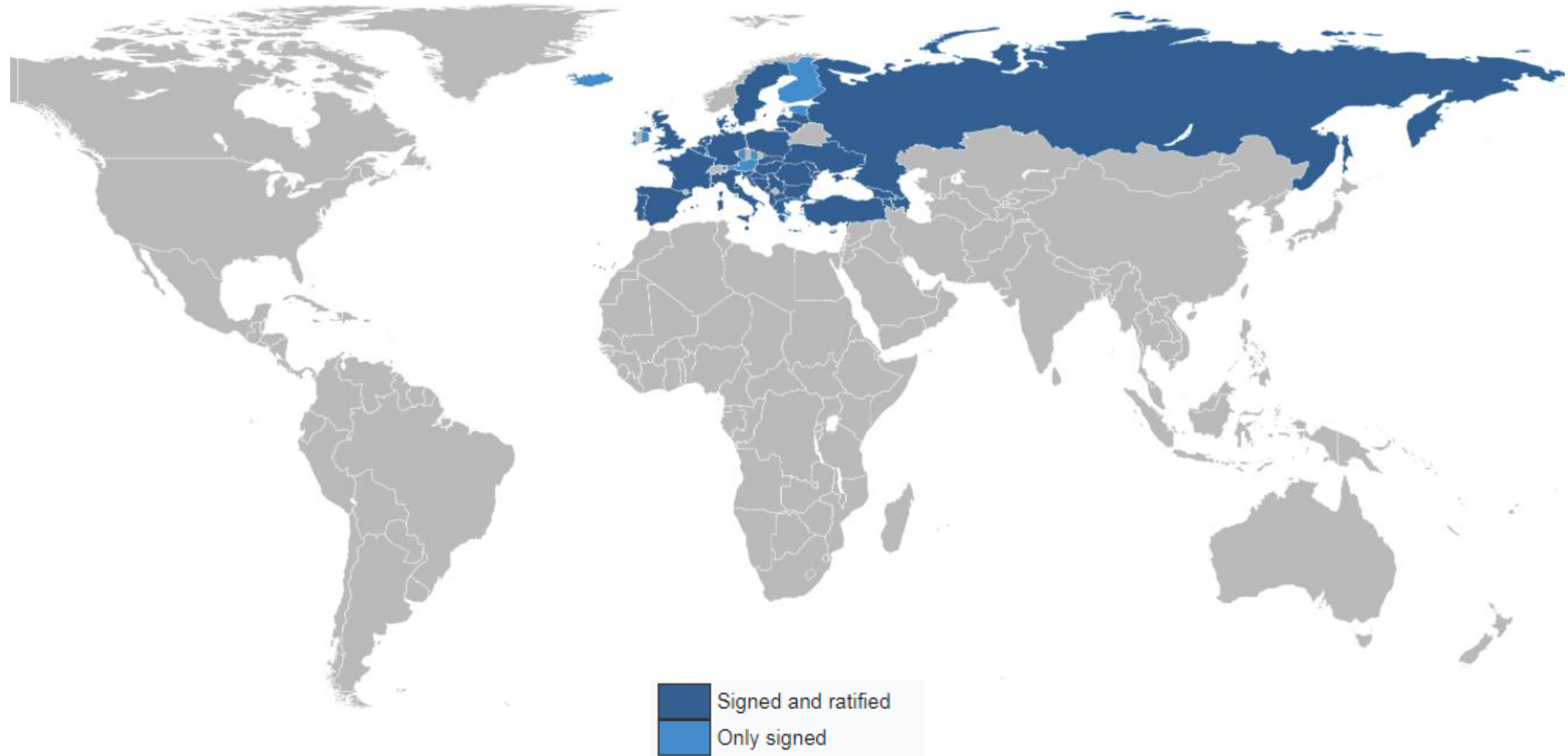
MAIN INTERNATIONAL TRANSPORT CONVENTIONS

AIR

- **Warsaw Convention** - regulation of liability for international carriage of persons, luggage, or goods performed by aircraft for reward. Originally signed in 1929 in Warsaw (hence the name), amended in 1955 at the Hague, and in 1971 in Guatemala City.
- **The Montreal Convention** - is a multilateral treaty of 1987, adopted by a diplomatic meeting of ICAO member states in 1999. It amended important provisions of the Warsaw Convention's regime concerning compensation for the victims of air disasters.
- Both conventions establish uniformity and predictability of rules relating to the international carriage of passengers, baggage and cargo by AIR.

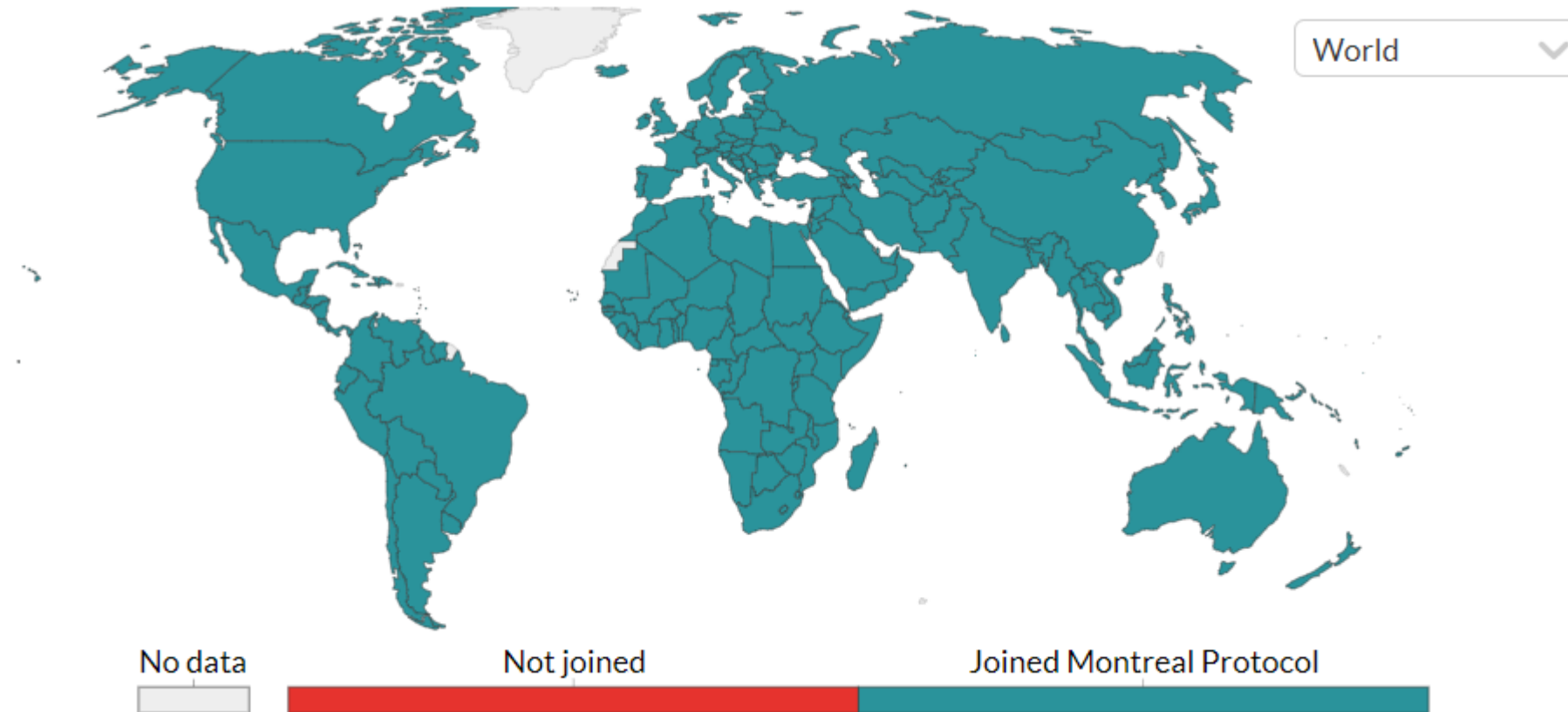
MAIN INTERNATIONAL TRANSPORT CONVENTIONS

AIR (WARSAW)



MAIN INTERNATIONAL TRANSPORT CONVENTIONS

AIR (MONTREAL)



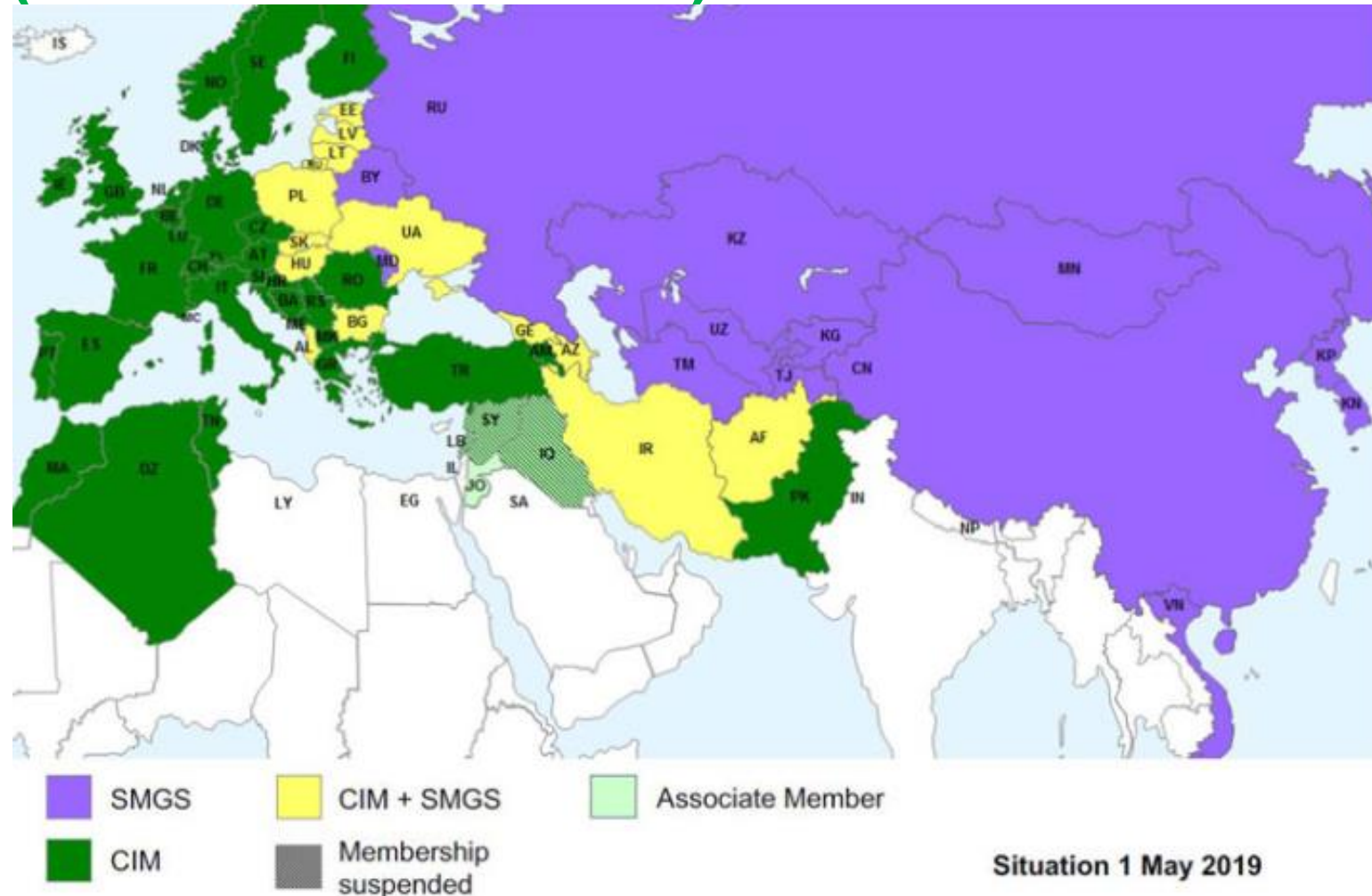
In 2020, there are 133 parties to the Convention. out of the 191 ICAO Member States

MAIN INTERNATIONAL TRANSPORT CONVENTIONS

RAIL

- **COTIF** - is an international treaty of 1980, adopted in 1996.
- The Convention concerning International Carriage by Rail is applied in Europe, the Maghreb and the Middle East. OTIF Member States apply the majority of the appendices to COTIF (the CIV/SMPS, CIM/SMGS, RID, CUV, CUI, APTU and ATMF Rules)

MAIN INTERNATIONAL TRANSPORT CONVENTIONS RAIL (COTIF CARGO PART)

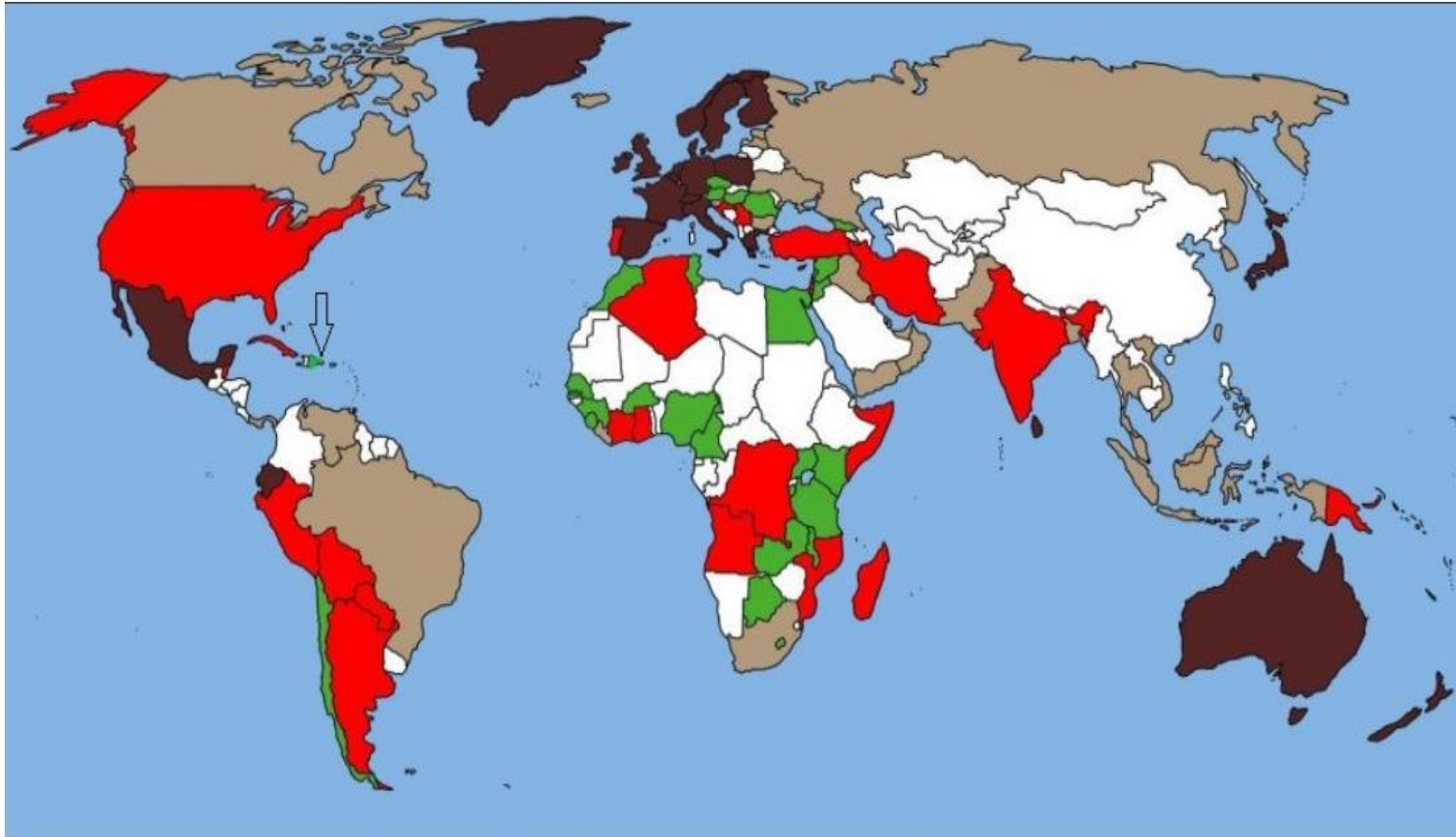


MAIN INTERNATIONAL TRANSPORT CONVENTIONS

SEA (WATER)

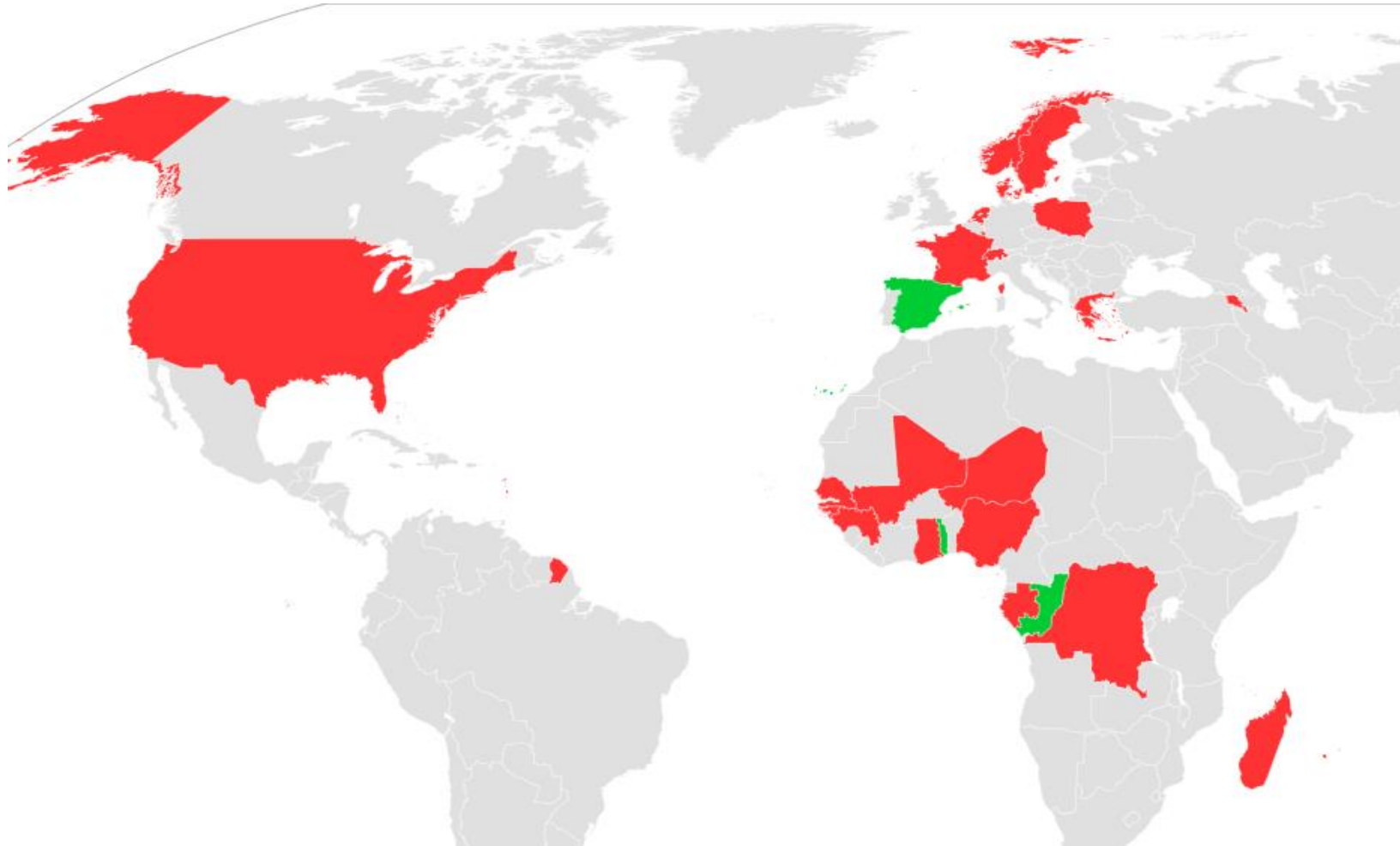
- **The Hague / Hague-Visby Rules** (1924) – is a set of rules for the international carriage of goods by sea. Signed in 1924. Amended with the SDR Protocol in 1979.
- **The Hamburg Rules** (1978) The Convention was an attempt to form a uniform legal base for the transportation of goods on oceangoing ships
- **The Rotterdam Rules** is a treaty proposing new international rules to revise the legal framework for maritime affreightment and carriage of goods by sea.
- The aim of the convention is to extend and modernize existing international rules, replacing many provisions in the Hague Rules, Hague-Visby Rules and Hamburg Rules under a contract for door-to-door shipments

MAIN INTERNATIONAL TRANSPORT CONVENTIONS SEA (HAGUE (VISBY) / HAMBURG)



● Hague ● Hague-Visby ● Hamburg ● National implementations

MAIN INTERNATIONAL TRANSPORT CONVENTIONS SEA (ROTTERDAM)



EUR to XDR Chart

Download Now

27 Mar 2017 00:00 UTC - 27 Mar 2018 06:50 UTC **EUR/XDR** close:**0.85430** low:**0.78064**
high:**0.85875**



↔

THE BALTIC STATES HAVE JOINED THE FOLLOWING INTERNATIONAL TRANSPORT AGREEMENTS AND CONVENTIONS:

- Customs Convention on the International Transport of Goods under Cover of TIR Carnets: TIR Convention since November 15th, 1975;
- Convention on the Contract for the International Carriage of Goods by Road: the CMR convention since May 19th, 1956;
- The European Agreement concerning the International Carriage of Dangerous Goods by Road (the ADR agreement since September 30th, 1957);
- the Convention on the Contract for the International Carriage of Passengers and Luggage by Road: the CVR convention since March 1st, 1973;
- European Agreement concerning the work of crews of vehicles engaged in international road transport: the AETR agreement since July 1st, 1970;
- The European Conference of Ministers of Transport (ECMT) on multilateral quota system.

OTHER RULES ON INTERNATIONAL CARRIAGE BY ROAD IN THE REPUBLIC OF LATVIA:

- **Regular passenger transportation** requires an “International passenger transportation permit” issued by the Ministry of Transport of the Republic of Latvia, with the exception of cases provided for in intergovernmental or interagency agreements with corresponding countries.
- * **Passenger motor vehicles with no more than 9 seats**, including the driver’s seat, do not require international permits or journey forms (waybills).
- **Foreign freight motor vehicles can enter** the territory of the Republic of Latvia only when an “International passenger transportation permit” issued by the Ministry of Transport of the Republic of Latvia is presented, with the exception of cases provided for in intergovernmental or interagency agreements with the corresponding country.
- **Foreign carriers** can receive international transportation permits at the territory of Latvia in their own countries only. All foreign motor vehicles entering the territory of the Republic of Latvia must have a third-party insurance.
- **Transportation of oversize and dangerous goods** is first agreed with the Road Traffic Safety Department of the Ministry of Transport and requires additional special permits from this department. If necessary, the Road Traffic Safety Department ensures the transportation of such road vehicles or freight at the territory of the Republic of Latvia with special transport.
- **Trucks with maximum lift no more than 3.5 tons or with permitted maximum weight, which is no more than 6 tons**, do not require international road transportation permits.

INTERNATIONAL REGULATIONS ON CARRIAGE BY ROAD

- One of the binding laws and regulations concerning international carriage by road primary and important for Latvia based on its range of application is the

United Nations' (UN) multilateral

**CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF
GOODS BY ROAD**

(CMR)

signed in Geneva on 19 May 1956; whereas Latvia joined it only on 14 April 1994.

- The Convention **applies to every contract for the carriage of goods by road in vehicles for reward**, when the place of taking over of the goods and the place designated for delivery, as specified in the contract, are situated **in two different countries**, of which at least one is a Contracting country.
- For the purpose of this Convention, “**vehicles**” means motor vehicles, articulated vehicles, trailers and semi-trailers.

- This Convention **does not apply**:
 - a) to carriage performed under the terms of any international postal convention;
 - b) to funeral consignments;
 - c) **to furniture removal**;
 - d) to carriage of live animals (with remarks).
- Where the vehicle containing the goods is carried over part of the journey by sea, rail, inland waterways or air and **the goods are not unloaded from the vehicle**, this Convention nevertheless applies to the whole of the carriage.
- Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was **not caused by act or omission of the carrier by road**, but by some event which could only have occurred in the course of and by reason of the carriage by that other means of transport → the liability of the carrier by road shall be determined not by this convention but **in the manner in which the liability of the carrier by the other means of transport would have been determined**.

- The carrier shall be responsible for the acts of omissions of his agents and servants and of any other persons of whose services he makes use for the performance of the carriage, when such agents, servants or other persons are acting within the scope of their employment, as if such acts or omissions were his own.
- The contract of carriage shall be confirmed by the making out of a **consignment note**.
- The absence, irregularity or loss of the consignment note shall not affect the existence or the validity of the contract of carriage → it shall remain subject the provisions of this Convention.
- The consignment note shall be made out in **three original copies** signed by the sender and by the carrier.
- The first copy shall be handed to the sender, the second shall accompany the goods and the third shall be retained by the carrier.

THE CONSIGNMENT NOTE SHALL CONTAIN THE FOLLOWING PARTICULARS:

- ☑ the date of the consignment note and the place at which it is made out;
- ☑ the name and address of the sender;
- ☑ the name and address of the carrier;
- ☑ the place and the date of taking over of the goods and the place designated for delivery;
- ☑ the name and address of the consignee;
- ☑ the description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;
- ☑ the number of packages and their special marks and numbers;
- ☑ the gross weight of the goods or their quantity otherwise expressed;
- ☑ the requisite instructions for Customs and other formalities;
- ☑ etc.

▪ **On taking over the goods, the carrier shall check:**

- a) The accuracy of the statements in the consignment note as to the number of packages and their marks and numbers;
 - b) The apparent condition of the goods and their packaging.
- Where the carrier has no reasonable means of checking the accuracy of the statements, **he shall enter his reservations in the consignment note together with the grounds on which they are based.**
 - He shall likewise specify the grounds for any reservations which he makes with regard to the apparent condition of the goods and their packaging.
 - **The consignment note shall be prima facie evidence of the making of the contract of carriage, the conditions of the contract and the receipt of the goods by the carrier.**
 - If the consignment note contains **no specific reservations by the carrier**, it shall be presumed, unless the contrary is proved, that the goods and their packaging appeared to be in **good condition** when the carrier took them over and that the number of packages, their marks and numbers corresponded with the statements in the consignment note.

- For the purposes of the Customs or other formalities which have to be completed before delivery of the goods, the sender shall attach the necessary documents to the consignment note or place them at the disposal of the carrier and shall furnish him with all the information which he requires.
- **The carrier shall not be under any duty to enquire into either the accuracy or the adequacy of such documents and information.**
- **The sender shall be liable** to the carrier for any damage caused by the absence, inadequacy or irregularity of such documents and information, except in the case of some wrongful act or neglect on the part of the carrier.

- **The sender has the right to dispose of the goods**, in particular:
 - by asking the carrier to stop the goods in transit;
 - to change the place at which delivery is to take place;
 - to deliver the goods to a consignee other than the consignee indicated in the consignment note.
- This right shall **cease to exist** when the second copy of the **consignment note is handed to the consignee**.
- From that time onwards the carrier shall obey the orders of the consignee.

- **The carrier may sell the goods**, without awaiting instructions from the person entitled to dispose of them, if:
 - the goods are perishable;
 - their condition warrants such a course;
 - when the storage expenses would be out of proportion to the value of the goods;
 - after the expiry of a reasonable period he has not received from the person entitled to dispose of the goods instructions to the contrary which he may reasonably be required to carry out.

- **The carrier shall be liable** for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as **for any delay in delivery.**

- **The carrier shall**, however, **be relieved of liability** if the loss, damage or delay was caused:
 - ❖ by the wrongful act or neglect of the claimant;
 - ❖ by the instructions of the claimant;
 - ❖ by inherent vice of the goods;
 - ❖ through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.
- **The carrier shall not be relieved** of liability:
 - by reason of the defective condition of the vehicle used by him in order to perform the carriage;
 - by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle or of the agents or servants of the latter.

The fact that goods have not been delivered:

- **within 30 days** following the expiry of the agreed time-limit,
- **within 60 days**, if there is no agreed time-limit,

from the time when the carrier took over the goods, shall be conclusive evidence of the **loss of the goods**, and the person entitled to make a claim may thereupon treat them as lost.

- **Goods of a dangerous nature**, which the carrier did not know were dangerous, may, at any time or place:
 - be unloaded;
 - destroyed;
 - rendered harmless by the carrier without compensation.

The sender shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.

Classes et signalétique des matières dangereuses



Divers

9. Toutes les autres matières présentant un risque ne correspondant à aucun des risques précédemment énumérés

Matières corrosives

8. Peuvent générer des lésions lors du contact avec la peau ou empoisonner lorsqu'elles sont ingérées ou inhalées



Matières radioactives

7. Les 3 premières catégories sont rangées par ordre croissant de dangerosité. Elles indiquent le contenu, la quantité et l'activité à laquelle elles se destinent

Degré de dangerosité



Matériaux fissiles : mention "matériaux fissiles", numéro 7



6.1. **Matières toxiques** : peuvent entraîner la mort lorsqu'elles sont ingérées, inhalées ou au contact de la peau



6.2. **Matières infectieuses** : marchandises contenant des microorganismes pouvant provoquer l'apparition de maladies

5.1. **Matières comburantes** : favorisent la combustion

5.2. **Les peroxydes organiques** : substances extrêmement dangereuses

CLASSES



Matières explosibles

- 1.1. Risque d'explosion en masse
- 1.2. Risque de projection et d'explosion en masse
- 1.3. Risque d'incendie, léger risque de souffle ou de projection ou des deux, sans risque d'explosion en masse



- 1.4. Pas de risque notable d'explosion
- 1.5. Très peu sensibles
- 1.6. Extrêmement peu sensibles



Gaz

- 2.1. Inflammables au contact de la chaleur
- 2.2. Non inflammables, non toxiques Favorisent la combustion et peuvent provoquer une asphyxie lorsqu'ils remplacent l'oxygène
- 2.3. Toxiques



3. Inclut les liquides inflammables et matières explosibles désensibilisées liquides



Solides inflammables

- 4.1. Matières solides inflammables : peuvent provoquer des incendies
- 4.2. Sujettes à l'inflammation spontanée : risque présent lors du contact avec l'air ou du transport
- 4.3. Matières qui dégagent des gaz au contact de l'eau



Accord européen relatif au transport international de marchandises dangereuses



Règlement concernant le transport international ferroviaire des marchandises dangereuses



Code international du transport de marchandises dangereuses par voie maritime



Administration de l'organisation de l'aviation civile internationale



Accord européen relatif au transport international des marchandises dangereuses par voies de navigation intérieures

- When, under the provisions of the Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated **by reference to the value of the goods at the place and time at which they were accepted for carriage.**
- **The value of the goods shall be fixed** according to the **commodity exchange price** or, if there is no such price, according to the current **market price** or, if there is no commodity exchange price or current market price, by reference to **normal value** of goods of the same kind and quality.
- Compensation shall not, however, exceed **25 francs** per kilogram of gross weight short. "Franc" means the gold franc weighing 10/31 of a gramme and being of millesimal fineness 900.
- **In case of total loss of the goods,** the following shall be refunded in full:
 - Carriage charges;
 - Customs duties.
- **In case of partial loss of the goods** - in proportion to the loss sustained, but no further damage shall be payable.

CMR CONVENTION VERSION NO. 1.36/766 IN 1976

1.36/766:

- For the loss of goods, loss of value or in case of damage, the liability of the carrier shall be limited to 8.33 oSDR (approx. 10 EUR) per gross kg of the part of the goods which was lost.
- In any case, the amount of compensation shall not exceed the value of the goods.

Example:

Goods consisting of 7 euro pallets are carried, total weight 2800 kg, one invoice value 28 000 EUR. During transportation, the goods were partially damaged.

The scope of damage is 5 euro pallets.

1 XDR = 1.26238 EUR

The total cost of carriage, trans-shipment and Customs duties is 2100 EUR.

What compensation, in EUR, is the owner of the goods entitled to claim from the carrier?

LIMITATION UNDER CONVENTIONS ON THE INTERNATIONAL CARRIAGE OF GOODS

		Carriage by Road	Carriage by Sea	Carriage by Air	Expedition
Regulatory document		CMR Convention	Hague-Visby Rules	Warsaw Convention	NSAB 2000 / LAFF 2017
Liability limits	For loss / damage	25 Gold Francs (8.33 SDR)	666.67 SDR / package or 2 SDR / kg	19 SDR / kg	8.33 SDR / kg
	For delay in delivery	Freight cost	666.67 SDR / package or 2 SDR / kg	19 SDR / kg	Freight cost
Claim to be submitted	For loss / damage	Upon receipt, or within 7 days	Upon receipt, or within 3 days	Upon receipt, or within 14 days	Upon receipt, or within 7 days
	For delay in delivery	Within 21 days	Within 3 days	Within 14 days	Without undue delay
Claim to be submitted within		1 year	1 year	2 years	1 year

INTERNATIONAL REGULATIONS ON CARRIAGE BY RAIL

INTERNATIONAL RAIL TRANSPORTATION ORGANIZATIONS

- European Commission
Webpage: http://ec.europa.eu/transport/rail/index_en.htm
- European Railway Agency
Webpage: <http://www.era.europa.eu/Pages/Home.aspx>
- Intergovernmental Organization for International Carriage by Rail
Webpage: <http://www.otif.org/index.php?L=2>
- The Organization for Cooperation of Railways (OSJD)
Webpage: <http://www.osjd.org/>

At present, **international carriage of passengers and goods by rail** in the Republic of Latvia and the Republic of Lithuania is regulated by the following international laws and regulations:

1. Convention Concerning International Carriage By Rail (COTIF) / CIM(SMGS).

LT/LV joined in 1999 with the law “On 9 May 1980 Bernes Convention Concerning International Carriage By Rail (COTIF)” and amendments by 26.02.2004 law “On 3 June 1999 Protocol on the amendments to 9 May 1980 Convention Concerning International Carriage By Rail (COTIF)”.

2. Agreement on International Goods Transport by Rail (SMGS) in force since 1993.

- Consolidated SMGS with amendments and additions came into force on 1 July 2015.
- The agreements are maintained by the Organization for Cooperation of Railways (OSJD), which Latvia has been a member of since 1992.
- **OSJD** has 28 member states (in 2017).
- For the carriage of passengers and goods to and from OSJD countries, as well as for transit through them, Latvia and Lithuania use only the rules and international agreements created by this organization.

OSJD MEMBER STATES:



UNIFORM RULES CONCERNING THE CONTRACT FOR INTERNATIONAL CARRIAGE OF GOODS BY RAIL (CIM)

- "Uniform Rules Concerning The Contract for International Carriage of Goods by Rail" (CIM) constitute Appendix B to COTIF.
- The Uniform Rules apply to all consignments of goods for carriage under a **through consignment note** made out for a route over **the territories of at least two States** and exclusively over lines or services included in the lists provided for in the Convention.
- The term "**station**" covers:
 - railway stations;
 - ports used by shipping services;
 - all other establishments of transport undertakings, open to the public for the execution of the contract of carriage.

- **Consignments** between sending and destination stations situated in the territory of the same State, which pass through the territory of another State only in transit, **shall not be subject** to the Uniform Rules.
- The railway shall not be obliged to accept goods of which the loading, trans-shipment or unloading requires the use of special facilities unless the stations concerned have such facilities at their disposal.

- Carriage charges and supplementary charges shall be calculated in accordance with the **tariffs** which are legally in force and duly published in each State and which are applicable at the time when the contract of carriage is made.
- The tariffs must indicate all the special conditions applicable to the carriage, in particular the information necessary for calculating carriage and supplementary charges.
- **The tariffs must be applied to all users on the same conditions.**

- **The contract of carriage** shall come into existence as soon as the forwarding railway has accepted the goods for carriage together with **the consignment note**.
- **Acceptance is established** by the application to the consignment note of the stamp of the forwarding station, or accounting machine entry, showing the date of acceptance.
- When the stamp has been affixed or the accounting machine entry has been made, **the consignment note shall be evidence of the making and content of the contract**.

- If it is obvious that there is no actual deficiency concerning a discrepancy between the mass or number of packages and the particulars in **the consignment note, the consignment note shall not be evidence against the railway.**
- This shall apply in particular when the wagon is handed over to the consignee with the original seals intact.
- **The consignor shall present a consignment note duly completed.**
- A separate consignment note shall be made out for each consignment.
- The railway shall prescribe a standard form of consignment note, which must include a duplicate for the consignor.

THE CONSIGNMENT NOTE MUST CONTAIN:

- the name of the destination station;
- the name and address of the consignee;
- the description of the goods;
- the mass, or failing that, comparable information in accordance with the provisions in force at the forwarding station;
- the number of packages and a description of the packing in the case of consignments in less than a wagon loads, and in the case of complete wagon loads comprising one or more packages;
- the number of the wagon and also, for privately-owned wagons, the tare, in the case of goods where the loading is the duty of the consignor;
- a detailed list of the documents which are required by Customs or other administrative authorities and are attached to the consignment note;
- the name and address of the consignor.

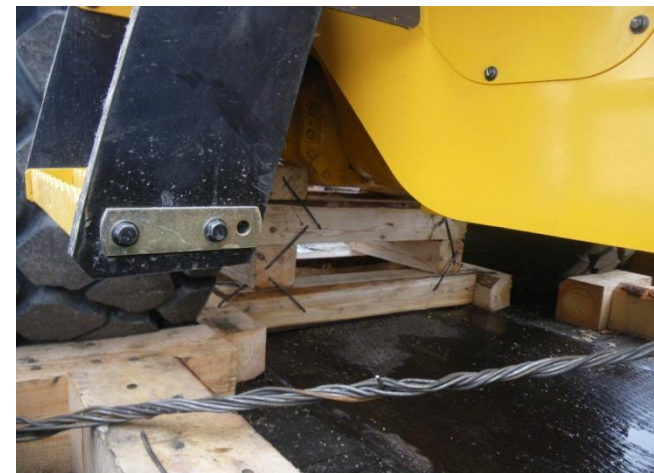
- **The consignor shall be responsible** for the correctness of the particulars inserted by, or for, him, in the consignment note.
- He shall bear all the consequences in the event of those particulars being irregular, incorrect, incomplete, or entered elsewhere than in the allotted space.



- **The consignor may stipulate in the consignment note the route to be followed**, indicating it by reference to frontier points or frontier stations and where appropriate, to transit stations between railways.
- He may only stipulate frontier points and frontier stations which are open to traffic between the forwarding and destination places concerned.
- If the instructions given by the consignor are not sufficient to indicate the route or tariffs to be applied, the railway shall choose the route or tariffs which appear to it to be the most advantageous to the consignor.

- When the railway accepts for carriage goods showing obvious signs of **damage**, it may require the condition of such goods to be indicated in the consignment note.
- **When the nature of the goods is such as to require packing, the consignor** shall pack them in such a way as to protect them from total or partial loss and from damage in transit and to avoid risk of injury or damage to persons, equipment or other goods.
- **Moreover, the packing shall comply with the provisions in force at the forwarding station.**
- If the consignor has not complied with the provisions, **the railway may either refuse the goods** or **require the sender to acknowledge in the consignment note the absence of packing** or the defective condition of the packing, with an exact description thereof.









VOLVO

AMM-100

AV 10.7

8820
701563

24
94729431

ИЗВ. 128 17 КД
8 12.97 8. 010
87003
26.00-01
ТРИКОТРА

ОТКАТОВА
РАС. ОБЪЕДИНЕНИЕ
ИЗЪЯВИЛИ

СЪМ ПЕРИОДИЧНИ СЪОБЩЕНИЯ КОНТЕНЕРОВ
65
ЕЛЕНОВИ ТЕХНИКА

[DG]

6 мет



- **The consignor shall be liable** for all the consequences of the absence of packing or defective condition of packing and shall make good any loss or damage suffered by the railway for this reason.
- **In the absence of any particulars in the consignment note**, the burden of proof of such absence of packing or defective condition of the packing shall rest upon the railway.

- **The consignor must attach to the consignment note the documents** necessary for the completion of formalities required by Customs or other administrative authorities before delivery of the goods.
- **The railway shall not be obliged to check whether the documents furnished are sufficient and correct.**
- **The consignor shall be liable** to the railway for any loss or damage resulting from the absence or insufficiency of or any irregularity in such documents, save in the case of fault by the railway.

- In transit, the formalities required by Customs or other administrative authorities shall be completed by the railway or its agent.
- In completing such formalities, **the railway shall be liable for any fault committed by itself or by its agent**; nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.
- **The railway which has accepted goods for carriage with the consignment note shall be responsible for the carriage over the entire route up to delivery.**

- **The railway shall be liable** for **loss** or **damage** resulting from the total or partial loss of, or damage to, the goods between the time of acceptance for carriage and the time of delivery and for the loss or damage resulting from **the transit period being exceeded**.
- **The railway shall be relieved of such liability** if the loss or damage or the exceeding of the transit period was caused by:
 - ❖ a fault on the part of the person entitled;
 - ❖ by an order given by the person entitled other than as a result of a fault on the part of the railway;
 - ❖ by inherent vice of the goods (decay, wastage, etc.);
 - ❖ by other circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

- **In the event of total or partial loss of the goods** the railway must pay compensation calculated according to the **commodity exchange quotation** or, if there is no such quotation, according to the **current market price**, or if there is neither such quotation nor such price, according to the **normal value of goods of the same kind and quality** at the time and place at which the goods were accepted for carriage.
- Compensation shall not exceed **19 SDR** per kilogramme of gross mass short.
- **The railway shall in addition refund:**
 - carriage charges;
 - Customs duties;
 - other amounts incurred in connection with carriage of the lost goods.

- In respect of goods which, by reason of their nature, are generally **subject to wastage in transit by the sole fact of carriage**, the railway shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route:
 - 2 % of the mass for liquid goods or goods consigned in a moist condition;
 - 1 % of the weight for all other dry goods.
- If loss or **damage has resulted from the transit period being exceeded**, the railway shall pay compensation not exceeding 4 times the carriage charges.

INTERNATIONAL REGULATIONS ON CARRIAGE BY AIR

INTERNATIONAL AIR TRANSPORT ORGANIZATIONS

- International Air Transport Association
Website: <http://www.iata.org/Pages/default.aspx>
- International Civil Aviation Organisation (ICAO)
Website: <http://www.icao.int>
- European Civil Aviation Conference (ECAC)
Website: <http://www.ecac-ceac.org>
- Joint Aviation Authorities (JAA)
Website: <http://jaato.com>
- European Aviation Safety Agency (EASA)
Website: <http://www.easa.europa.eu>
- European Organisation for the Safety of Air Navigation (EUROCONTROL)
Website: <http://www.eurocontrol.int>

One of the most important regulations on international carriage by air is the

CONVENTION FOR THE UNIFICATION OF CERTAIN RULES FOR INTERNATIONAL CARRIAGE BY AIR

signed at Warsaw on 12 October 1929 and ratified in Latvia and Lithuania 75 years later in 2004.

- The Convention applies to **all international carriage of persons, baggage or cargo** performed by **aircraft** for reward.
- It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.

- **International carriage** means any carriage in which the place of departure and the place of destination, whether or not there be a break in the carriage or a transshipment, are situated either within the territories of two States Parties, or within the territory of a single State Party if there is an agreed stopping place within the territory of another State, even if that State is not a State Party.
- Carriage between two points **within the territory of a single State Party** without an agreed stopping place within the territory of another State **is not international carriage.**

- In respect of the carriage of cargo, an **air waybill** shall be delivered.
- Any statements in the air waybill or the cargo receipt relating to the weight, dimensions and packing of the cargo, as well as those relating to the number of packages, are prima facie evidence of the facts stated.
- Statements relating to the quantity, volume and condition of the cargo **do not constitute evidence against the carrier except** so far as **they both have been, and are stated in the air waybill or the cargo receipt to have been, checked by it in the presence of the consignor**, or relate to the apparent condition of the cargo.

THE AIR WAYBILL OR THE CARGO RECEIPT SHALL INCLUDE:

- an indication of the places of departure and destination;
- if the places of departure and destination are within the territory of a single State Party, one or more agreed stopping places being within the territory of another State, an indication of at least one such stopping place; and
- an indication of the weight of the consignment.



- **The consignor may be required**, if necessary, to meet the formalities of customs, police and similar public authorities **to deliver a document indicating the nature of the cargo.**
- **This provision creates for the carrier no duty, obligation or liability resulting therefrom.**
- **The consignor is responsible for the correctness of the particulars and statements** relating to the cargo inserted by it or on its behalf in the air waybill.
- **The air waybill or the cargo receipt is prima facie evidence of the conclusion of the contract, of the acceptance of the cargo and of the conditions of carriage mentioned therein.**

- Subject to its **liability, the consignor** has the right to dispose of the cargo:
 - ❖ by withdrawing it at the airport of departure or destination;
 - ❖ by stopping it in the course of the journey on any landing;
 - ❖ by calling for it to be delivered at the place of destination or in the course of the journey to a person other than the consignee originally designated;
 - ❖ by requiring it to be returned to the airport of departure.
- **The consignor must not exercise this right of disposition in such a way as to prejudice the carrier or other consignors and must reimburse any expenses occasioned by the exercise of this right.**

- It is the duty of the carrier to give notice to the consignee as soon as the cargo arrives, unless it is otherwise agreed.
- If the carrier admits the loss of the cargo, or if the cargo has not arrived at the expiration of 7 days after the date on which it ought to have arrived, **the consignee is entitled** to enforce against the carrier the rights which flow from the contract of carriage.

- **The consignor must** furnish such information and such documents as are necessary to meet the formalities of customs, police and any other public authorities before the cargo can be delivered to the consignee.
- **The consignor is liable to the carrier** for any damage occasioned by the absence, insufficiency or irregularity of any such information or documents, unless the damage is due to the fault of the carrier, its servants or agents.
- **The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.**

The carrier is liable for damage sustained in the event of the destruction or loss of, or damage to, cargo upon condition only that the event which caused the damage so sustained **took place during the carriage by air.**

However, the carrier is not liable if and to the extent it proves that the destruction, or loss of, or damage to, the cargo resulted from one or more of the following:

- ❖ inherent defect, quality or vice of that cargo;
- ❖ defective packing of that cargo performed by a person other than the carrier or its servants or agents;
- ❖ an act of war or an armed conflict;
- ❖ an act of public authority carried out in connection with the entry, exit or transit of the cargo.

- **The carrier is liable for damage** occasioned **by delay** in the carriage by air of passengers, baggage or cargo.
- **Nevertheless, the carrier shall not be liable for damage** occasioned by delay if it proves that:
 - ❖ it and its servants and agents took all measures that could reasonably be required to avoid the damage;
 - ❖ that it was impossible for it or them to take such measures.
- **In the carriage of cargo, the liability of the carrier** in the case of destruction, loss, damage or delay is limited to a sum of **19 SDR (25 USD) per kilogram**, unless the consignor has made, at the time when the package was handed over to the carrier, a special declaration of interest in delivery at destination and has paid a supplementary sum.

- **Receipt** by the person entitled to delivery of cargo **without complaint** is prima facie evidence that the same has been delivered **in good condition** and in accordance with the document of carriage or with the record preserved by other means.
- **In the case of damage**, the person entitled to delivery must complain to the carrier forthwith after the discovery of the damage, and, **at the latest, within 14 days** from the date of receipt in the case of cargo.
- Every complaint must be made in writing and given or dispatched within the times aforesaid.
- **If no complaint is made within the times aforesaid, no action shall lie against the carrier, save in the case of fraud on its part.**

INTERNATIONAL REGULATIONS ON CARRIAGE BY SEA

INTERNATIONAL MARITIME ORGANIZATIONS

- The United Nations
Website: <http://www.un.org/>
- The International Maritime Organization
Website: <http://www.imo.org/>
- The International Labour organization/
Website: <http://www.ilo.org/>
- The Baltic Marine Environment Protection Commission – also known as the Helsinki Commission (HELCOM)
Website: <http://www.helcom.fi/>
- The International Maritime Satellite Communication organization (Inmarsat)
Website: <http://www.inmarsat.com/>
- The International Hydrographic Organization
Website: <http://www.iho.shom.fr/>
- The International Association of Marine Aids to Navigation and Lighthouse Authorities
Website: <http://www.iala-aism.org/>

One of the most significant legislative instruments concerning maritime transport is the

INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING (THE HAGUE RULES), 1924,

entered into force in Latvia on October 4th, 2002.

- **This legislative instrument defines carrier, carriage contract, cargo and ship terms.**
- This international document regulates rights and obligations of consignors and carriers.

- International Convention for the Unification of Certain Rules of Law relating to Bills of Lading (The Hague Rules), 1924;
- Protocol of 1968 (Visby Protocol);
- Protocol of 1979 (SDR protocol).

- "**Carrier**" includes the owner or the charterer who enters into a contract of carriage with a shipper".
- "**Contract of carriage**" applies only to contracts of carriage covered by a **bill of lading** or any similar document of title, in so far as such document relates to the carriage of goods by sea.

The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:

- make the ship seaworthy;
- properly man, equip and supply the ship;
- 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.

THE CARRIER SHALL PROPERLY AND CAREFULLY:

- ❖ load;
- ❖ handle;
- ❖ stow;
- ❖ carry;
- ❖ keep;
- ❖ care for; and
- ❖ discharge the goods carried.

After receiving the goods into his charge the carrier or the master or agent of the carrier **shall, on demand of the shipper, issue to the shipper a bill of lading** showing among other things:

- the leading marks necessary for identification of the goods;
- either the number of packages or pieces, or the quantity, or weight, as the case may be, as furnished in writing by the shipper;
- the apparent order and condition of the goods.

- **Provided that no carrier, master or agent of the carrier shall be bound** to state or show in the bill of lading any marks, number, quantity, or weight which he has reasonable ground for suspecting not accurately to represent the goods actually received, or which he has had no reasonable means of checking.
- **Such a bill of lading shall be prima facie evidence of the receipt by the carrier of the goods.**
- **The shipper shall be deemed to have guaranteed to the carrier** the accuracy at the time of shipment of the marks, number, quantity and weight, as furnished by him, and the shipper shall **indemnify the carrier against all loss, damages and expenses arising or resulting from inaccuracies in such particulars.**

NEITHER THE CARRIER NOR THE SHIP SHALL BE RESPONSIBLE FOR LOSS OR DAMAGE ARISING OR RESULTING FROM:

- act, neglect, or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;
- fire, unless caused by the actual fault or privity of the carrier;
- perils, dangers and accidents of the sea or other navigable waters;
- act of God;
- act of war;
- act of public enemies;
- arrest or restraint of princes, rulers or people, or seizure under legal process;
- quarantine restrictions;
- act or omission of the shipper or owner of the goods, his agent or representative;
- strikes or lockouts or stoppage or restraint of labour from whatever cause;
- riots and civil commotions;
- saving or attempting to save life or property at sea;
- wastage in bulk or weight or any other loss or damage arising from inherent defect, quality or vice of the goods;
- insufficiency of packing;
- insufficiency or inadequacy of marks;
- latent defects not discoverable by due diligence;
- any other cause arising without the actual fault or privity of the carrier.

- **Goods of an inflammable, explosive or dangerous nature** to the shipment whereof the carrier, master or agent of the carrier has not consented with knowledge of their nature and character **the carrier may at any time before discharge, without compensation:**
 - land at any place or destroy; or
 - render innocuous.

The shipper of such goods shall be liable for all damage and expenses directly or indirectly arising out of or resulting from such shipment.

- **The shipper shall not be responsible** for loss or damage sustained by the carrier or the ship arising or resulting from any cause without the act, fault or neglect of the shipper, his agents or his servants.
- **Neither the carrier nor the ship shall be responsible in any event for loss or damage** to, or in connection with, goods if the nature or value thereof **has been knowingly mis-stated by the shipper** in the Bill of Lading.

PROTOCOL OF 1979 (SDR PROTOCOL 1979) TO AMEND THE INTERNATIONAL CONVENTION FOR THE UNIFICATION OF CERTAIN RULES OF LAW RELATING TO BILLS OF LADING OF 1924, AS AMENDED BY THE PROTOCOL OF 1968

- Unless the nature and value of such goods have been declared by the shipper before shipment and inserted in the bill of lading, neither the carrier nor the ship shall in any event be or become liable for any loss or damage to or in connection with the goods in an amount exceeding:
 - **666.67 SDR per package** or unit, or
 - **2 SDR per kilogramme of gross weight of the goods lost or damaged**, whichever is the higher.

OTHER REGULATIONS ON THE INTERNATIONAL CARRIAGE OF GOODS

- **The Vienna Convention on Contracts for the International Sale of Goods (CISG)**
- **The United Nations Convention on Contracts for the International Sale of Goods**
- This convention ensures a single set of rules on administration and performance of contracts for international sale of goods.
- The CISG is adopted by more than 70 countries (by 2006)
- If there exist a sales agreement between two parties in two different countries, no local laws are binding, and the particular sales contract is regulated by the Vienna Convention.
- CISG – developed by the United Nations organization (UNCITRAL).