

71. When an inspection is performed upon goods taken over by an operator from a carrier, and also when the operator hands the goods over to a carrier, it is often, but not always, performed in the presence of representatives of the operator as well as of the carrier. In some cases, a representative of the cargo interest may also be present.

72. With respect to documentation issued by operators, here, too, the practice varies. In some cases no document is ever issued (e.g. in cases in which the goods are within the custody of the operator for only a short period of time, such as in the case of direct transfer of goods from one means of transport to another). Also, in some cases, an operator who takes over goods issues certain documents relating to the transport of the goods (e.g. an airport operator may issue a cargo manifest, or on behalf of the carrier, an air waybill), and does not issue a separate depository document. In other cases a depository

document is issued only upon request of the customer; in still other cases it is issued as a matter of course. The contents of the document and the time of issuance depend in part upon the scope and time of the inspection. In some cases an operator issues a simple receipt for the goods. This may take the form of a separate document, or may be simply a stamp upon an existing document, such as a transport document. In other cases, a document is issued containing information relevant to the condition or quantity of the goods when they were taken over. Even when the document contains information about the condition or quantity of the goods, it may contain a reservation, such as "customer's information" or "said to contain", in effect denying responsibility for the accuracy of the information. Such reservations are included in cases where inspection was performed when the operator took over the goods, as well as in cases where an inspection was not performed.

**2. Liability of operators of transport terminals: draft articles of uniform rules on the liability of operators of transport terminals and comments thereon: note by the secretariat (A/CN.9/WG.II/WP.56)**

**[Original: English]**

**CONTENTS**

	<i>Page</i>
INTRODUCTORY NOTE .....	208
Article 1: DEFINITIONS .....	208
Article 2: SCOPE OF APPLICATION .....	209
Article 3: PERIOD OF RESPONSIBILITY .....	211
Article 4: ISSUANCE OF DOCUMENT .....	211
Article 5: BASIS OF LIABILITY .....	213
Article 6: LIMITS OF LIABILITY .....	214
Article 7: APPLICATION TO NON-CONTRACTUAL CLAIMS .....	215
Article 8: LOSS OF RIGHT TO LIMIT LIABILITY .....	215
Article 9: SPECIAL RULES ON DANGEROUS GOODS .....	216
Article 10: RIGHTS OF SECURITY IN GOODS .....	217
Article 11: NOTICE OF LOSS OR DAMAGE [OR DELAY] .....	217
Article 12: LIMITATION OF ACTIONS .....	218
Article 13: CONTRACTUAL STIPULATIONS .....	219
Article 14: INTERPRETATION OF THIS LAW .....	219
Article 15: INTERNATIONAL TRANSPORT CONVENTIONS .....	219

## INTRODUCTORY NOTE

1. This document contains the text of draft articles of uniform rules on the liability of operators of transport terminals, together with comments on those draft articles, to serve as a basis for discussion by the Working Group in connection with the formulation of uniform rules. A decision has not yet been taken as to the ultimate form of the rules. However, at its eighth session the Working Group agreed that its discussions should proceed under the assumption that the uniform rules would have a normative character (e.g. a convention or a model law) rather than a contractual character (e.g. general contract conditions) (A/CN.9/260, paragraph 13). For ease of analysis, the present text has been drafted as a model law. The substance of the draft articles would be the same under either a convention or a model law. However, a convention would contain certain additional provisions, such as a preamble and final clauses. Such provisions could be provided at a later time if the Working Group decided that the uniform rules should be cast in the form of a convention (see *ibid.*, paragraph 90).

2. The comments following each draft article generally do not repeat points made with respect to the same or similar articles of the UNIDROIT preliminary draft Convention on the Liability of Operators of Transport Terminals (reproduced in A/CN.9/252, annex II, and hereinafter referred to as the "UNIDROIT draft") in the Explanatory Report to that draft text prepared by the UNIDROIT secretariat (reproduced in A/CN.9/WG.II/WP.52/Add.1, annex).

### Draft articles of uniform rules on the liability of operators of transport terminals

#### Article 1

#### DEFINITIONS

For the purposes of this Law:

- (1) (a) "Operator of a transport terminal" (hereinafter referred to as "operator") means any person engaged against remuneration who undertakes the safekeeping of goods before, during or after carriage with a view to handing the goods over to any person entitled to take delivery of them.
- (b) A carrier may be considered to be an operator under this Law, except that he shall not be considered to be an operator in respect of goods during the period of his responsibility for the goods under an international transport convention or national law governing unimodal, combined or multimodal transport.
- (2) "Safekeeping" means the exercise of custody over goods in an area under the exclusive control of the person exercising the custody or in an area in respect of which he has a right of access and use in common with others.
- (3) "Goods" includes any container, trailer, chassis, barge, pallet or similar article of transport or packaging, if not supplied by the operator.
- (4) "Carrier" means any person who concludes a unimodal, combined or multimodal transport contract as a principal and who assumes responsibility for the performance of the contract.
- [ (5) "International carrier" means any carrier who performs carriage in which the place of departure and the place of destination are located in two different States. ]

#### Comments

1. Paragraph (1)(a) and (b) The use in a legal text of the term "operator" rather than "OTT" as a shorthand expression for operator of a transport terminal may be preferable from a stylistic point of view.

2. The phrase "person engaged against remuneration" has been included rather than the phrase "person ... who undertakes against remuneration the safekeeping of goods", which appears in the UNIDROIT draft (article 1(1)), for the following reason. Under the UNIDROIT draft, the safekeeping must be undertaken against remuneration. However, in the frequent cases where an operator undertakes to perform certain handling or other operations with respect to goods within his safekeeping, it is likely that the remuneration received by the operator will be more for those operations than for the safekeeping, which will be ancillary to the operations. In some of these cases a question may arise as to whether safekeeping has been undertaken against remuneration.

3. The phrase "acting in a capacity other than that of a carrier", which appears in article 1(1) of the UNIDROIT draft, has been omitted and paragraph (1)(b) has been included in the present draft article. Among the consequences of paragraph 1(b) are the following. By virtue of the definition of "carrier" in paragraph (4), it would exclude from the scope of the uniform rules carriers performing a unimodal transport contract during their periods of responsibility for the goods under an international transport convention or national law governing carriage. The carriers excluded would be those who actually carry the goods (e.g. "actual carriers" under article 1(2) of the Hamburg Rules) as well as carriers who conclude contracts of carriage with shippers but who entrust the actual carriage to other carriers (e.g. "carriers" under article 1(1) of the Hamburg Rules). Paragraph (1)(b) of the present draft article would also exclude from the scope of the uniform rules combined and multimodal transport operators during their periods of responsibility for the goods under international conventions or national laws governing combined or multimodal transport contracts. For example, when the United Nations Convention on International Multimodal Transport of Goods (the "Multimodal Convention") comes into force, if an entity (e.g. a freight forwarder) entered into a multimodal transport contract with a consignor to transport and deliver goods to a consignee,

he would be responsible for the goods under the Convention from the time when he took them in his charge from the consignor until the time of delivery to the consignee. As a result, at no time during that period would he be subject to the uniform rules. Thus, if the goods were in his custody for safekeeping during that period, he would be subject to the Convention and not to the uniform rules. However, if he engaged a terminal operator to store and handle the goods during that period, the terminal operator, not being subject to an international transport convention or national law governing carriage, would be subject to the uniform rules, thus protecting the right of recourse by the multimodal transport operator against the terminal operator.

4. An entity might enter into a combined transport contract as a principal with a consignor to transport goods from the consignor to the consignee using different modes of transport, and the combined transport contract might not be covered by an international transport convention or national law governing carriage. Rather, during certain stages of the combined transport, such as the actual carriage of the goods, the entity would be governed by an international transport convention or national law governing carriage (see A/CN.9/WG.II/WP.55, paragraph 37). If the goods were in the custody of the combined transport operator during the period of his responsibility for the goods under such a convention or national law, he would not be subject to the uniform rules in respect of those goods. However, he would be subject to the uniform rules in respect of goods within his custody outside that period of responsibility.

5. The phrase "with a view to their being handed over ..." would exclude the case where the operator is the final destination of the goods. In such a case the international carriage may be regarded as having ended when the goods are handed over to the operator, if not before, and any operations performed by the operator would not be in respect of goods involved in international carriage.

6. *Paragraph (2)* Since the draft uniform rules are based upon the safekeeping of goods by the operator, a definition of "safekeeping" may be desirable. The scope and elements of such a definition are discussed in A/CN.9/WG.II/WP.55, paragraphs 26 to 34.

7. *Paragraph (3)* The inclusion of containers, RO/RO vehicles, barges, pallets, and similar items within the definition of "goods" means that they would be within the scope of the uniform rules. The liability regime would therefore extend, for example, to empty containers which the operator undertook to store for their owners. This would mean, among other things, that the evidentiary effect of a document issued by an operator in respect of containerized cargo would relate to the condition of the container, as well as to that of the goods inside. Also, the rules relating to the operator's rights of security in the goods might also cover the container and similar items (but see comment 7 to draft article 10). It may be noted, however, that in some legal systems a container belonging to a ship is assimilated to the ship, and liability for

damage to such a container is governed not by general legal rules relating to damage to goods, but by rules of maritime law relating to damage to the ship. Other legal systems have treated containers as part of the packing of the goods. States in which a container belonging to a ship is assimilated to the ship and governed by maritime law may have to decide whether liability for damage to the container should continue to be governed by maritime law or whether it should be governed by the uniform rules.

8. *Paragraph (4)* This paragraph is designed to make it clear that the word "carrier" includes combined and multimodal transport operators acting as principals. It is adapted from article 1(2) of the Multimodal Convention. For a discussion of some of the consequences of this definition see comments 3 and 4 to the present draft article.

9. *Paragraph (5)* This definition may be added if needed (see comment 3 to article 2, below).

## Article 2

### SCOPE OF APPLICATION

#### [Alternative 1]

This Law applies whenever:

- (a) the goods are located within the territory of this State, and
- (b) the goods are involved in carriage in which the place of departure and the place of destination are situated in two different States.

#### [Alternative 2]

(1) This Law applies whenever:

- (a) the goods are located within the territory of this State, and
- (b) the goods are involved in international carriage.

(2) Goods are involved in international carriage if:

- (a) they have been taken over by the operator from an international carrier with instructions to hand them over to someone entitled to take delivery of them, or
- (b) they have been taken over by the operator from any person with instructions to hand them over to an international carrier, or
- (c) they are the subject of a combined or multimodal transport contract in which the place of departure and the place of destination are situated in two different States.

(3) Notwithstanding the foregoing, goods in the charge of an international carrier before the period of his

responsibility for the goods as a carrier under an international transport convention or national law governing carriage begins or after such responsibility ends are involved in international carriage.

*[Alternative 3]*

- (1) [As paragraph (1) of alternative 2]
- (2) [As paragraph (2) of alternative 2]
- (3) [As paragraph (3) of alternative 2, plus the following:] However, if the carrier is unable to deliver the goods to a person entitled to receive them under the contract of carriage, the goods cease to be involved in international carriage at such time as the operator and his customer may agree, or in the absence of such an agreement, upon the expiration of a reasonable period of time after the carrier has placed the goods at the disposal of the person.
- (4) Goods which are not by virtue of paragraph (2) of this article considered to be involved in international carriage when they are taken over by the operator become involved in international carriage when the operator is instructed to hand over the goods to an international carrier.
- (5) (a) If the operator has taken over the goods from a person who is not an international carrier with instructions to hand them over to an international carrier, and the instructions are withdrawn or are amended so as to require the operator to hand over the goods to a person who is not an international carrier, the goods cease to be involved in international carriage from the time of the withdrawal or amendment of the instructions. However, if the operator is later instructed to hand over the goods to an international carrier, the goods shall be considered to be involved in international carriage from the time of the instruction.
- (b) If the operator has taken over the goods from a person who is not an international carrier with instructions to hand them over to an international carrier, and the operator cannot hand them over, the goods cease to be involved in international carriage at such time as the operator and his customer may agree, and in the absence of such an agreement, upon the expiration of a reasonable period of time after the operator has placed the goods at the disposal of the international carrier. However, if the operator later becomes able to hand over the goods to the international carrier, or if he is instructed to hand over the goods to another international carrier, the goods shall be considered to be involved in international carriage when the operator begins preparations to hand over the goods or is instructed to hand over the goods to the other international carrier.
- (c) If the operator has taken over the goods from an international carrier with instructions to hand them over to a person entitled to take delivery of

them, and the instructions are withdrawn, the goods cease to be involved in international carriage upon the withdrawal of the instructions. However, if the operator is later instructed to hand over the goods to a person entitled to take delivery of them, the goods shall be considered to be involved in international carriage from the time of the instruction.

- (d) If the operator has taken over the goods from an international carrier with instructions to hand them over to a person entitled to take delivery of them, and the operator cannot hand them over, the goods cease to be involved in international carriage at such time as the operator and his customer may agree, and, in the absence of such an agreement, after the expiration of a reasonable period of time after the operator has placed the goods at the disposal of the person entitled to take delivery of them. However, if the operator becomes able to hand over the goods to an international carrier, or if he agrees to hand over the goods to an international carrier, the goods shall be considered to be involved in international carriage when the operator begins preparations to hand over the goods or from the time of the instruction, as the case may be.
- (6) When pursuant to this article goods in the charge of the operator which were not involved in international carriage upon being taken over by the operator later become involved in international carriage, or goods in the charge of the operator which were involved in international carriage upon being taken over by the operator later cease to be involved in international carriage, any loss or damage suffered by the goods is rebuttably presumed to have occurred while they were involved in international carriage.

*Comments*

1. *General* See A/CN.9/WG.II/WP.55, paragraphs 35 to 49.
2. *Alternative 1* Subparagraph (b) sets forth the approach described in A/CN.9/WG.II/WP.55, paragraph 39. It is the simplest and most flexible of the three alternatives dealing with the required link with international transport, but also the broadest, since it would cover goods in the charge of all operators within the chain of transport of goods from one State to another, even operators who take over goods from a domestic source (e.g. the consignor or a domestic carrier) and hand them over to a domestic recipient (e.g. another domestic carrier or the consignee). In addition, this formulation may give rise to uncertainty in particular cases (see, e.g., A/CN.9/WG.II/WP.55, paragraph 39).
3. *Alternative 2* This alternative sets forth the approach described in A/CN.9/WG.II/WP.55, paragraphs 40 to 42. It is still relatively simple and easy to apply, and is narrower than the approach in alternative 1, since it would, under paragraph (2)(a) and (b) (and subject to the exception in paragraph (2)(c)), cover only goods in the

custody of an operator who took them over from an international carrier or was to hand them over to an international carrier. Under paragraph (2)(c), goods would be covered during the entire period of time when they were the subject of a combined or multimodal transport contract (see A/CN.9/WG.II/WP.55, paragraph 42). The approach reflected in this alternative would in general provide greater certainty in respect of its application than the approach reflected in alternative 1. As pointed out in the last sentence of A/CN.9/WG.II/WP.55, paragraph 40, this approach could be simplified even further by eliminating the requirements in paragraph (2)(a) and (b) concerning the instructions given to the operator. However, this would result in expanding somewhat the scope of the uniform rules. With respect to paragraph (3), see A/CN.9/WG.II/WP.55, paragraph 41. If the approach in alternative 2 is adopted, "international carrier" should be defined. A proposed definition is set forth in draft article 1(5).

4. *Alternative 3* This alternative incorporates alternative (2), but also deals with situations in which goods which were not involved in international carriage when they were taken over by the operator might later become involved in international carriage, and in which goods which are involved in international carriage might cease to be so involved while they are still in the custody of the operator (see A/CN.9/WG.II/WP.55, paragraphs 43 to 45). It may be readily seen that attempting to deal with issues such as these becomes complicated. The Working Group might wish to consider whether it would be preferable not to deal with these issues, even though this would exclude from the scope of the uniform rules some goods which were not involved in international carriage when they were taken over by the operator but which might be viewed as later having become involved in international carriage (e.g. if the operator was later instructed to hand the goods over to an international carrier), and even though it would continue to cover by the uniform rules some goods the involvement of which in international carriage might be viewed to have ceased. Both types of situations are more fully discussed in A/CN.9/WG.II/WP.55, paragraphs 43 and 44.

### Article 3

#### PERIOD OF RESPONSIBILITY

(1) The operator is responsible for the goods from the time he has taken them over until the time he hands them over to a person entitled to take delivery of them.

(2) If the operator has undertaken to perform or to procure the performance of [such operations as] loading, unloading, stowage, trimming, dunnage or lashing of the goods before taking them over or after handing them over, the period of responsibility is extended so as to cover the periods of time when such operations are performed.

### Comments

1. *Paragraph (1)* The basic period during which the operator is responsible for the goods under the present draft article is the period from the time he takes them over until the time he hands them over. The operator is responsible for the goods during this period regardless of what operations are performed in respect of them. (By virtue of draft article 1(1)(a), the operator must have undertaken the safekeeping of the goods.)

2. *Paragraph (2)* This article extends the period of responsibility to cover cases in which certain operations are performed by the operator before taking the goods over or after handing them over. With the bracketed language, these operations would simply be illustrations of the types of operations intended to be covered. Without the bracketed language, only the stated operations would be covered.

### Article 4

#### ISSUANCE OF DOCUMENT

(1) The operator shall at the request of his customer [, and within [a reasonable period of time] [... hours/days]] issue a document [stating the date of its issuance,] identifying the goods, acknowledging his receipt thereof and stating the date on which they were taken over by him.

[(2) [(*Alternative 1*) The document shall also state the condition [and quantity] of the goods as far as [it] [they] can be ascertained by reasonable means of checking [, and shall contain the following additional information ...].]

[(*Alternative 2*) The document shall also state such particulars concerning the condition and quantity of the goods as the customer of the operator requests be included in the document, as far as those particulars can be ascertained by reasonable means of checking.]

(3) A document issued by the operator constitutes *prima facie* evidence of his taking over the goods as stated therein [, whether the document was issued upon the request of his customer or without such a request].

[(4) If [it is proven that] the customer has requested the operator to issue a document in respect of goods which he has taken over or has requested the operator to state on the document the condition of the goods, but the operator fails to do so, the operator is rebuttably presumed to have received the goods in apparently good condition.]

(5) A document required pursuant to this article may be issued in any form which provides a record of the information contained therein.

(6) (a) The document shall be signed on behalf of the operator by a person having authority from him.

(b) The signature on the document may be made in handwriting, printed in facsimile, perforated, stamped, in symbols, or made by any other mechanical or electronic means.

#### Comments

1. *General* See A/CN.9/260, paragraphs 29 to 40; A/CN.9/WG.II/WP.55, paragraphs 66 to 72. It may be considered that the requirements in the uniform rules concerning the document to be issued by the operator should be designed so as to balance the interests of the customer in having a document containing certain information with the general interest in avoiding undue hindrances to the flow of goods and undue delays of means of transport (e.g. delays of means of transport to which goods are transferred by the operator resulting from delays in the issuance of documentation by the operator).

2. In accordance with the prevailing view at the eighth session of the Working Group (A/CN.9/260, paragraph 38), provisions concerning a negotiable document are not included in this draft article.

3. *Paragraph (1)* See A/CN.9/260, paragraphs 29 to 31, 35 and 36. This paragraph reflects the prevailing view at the eighth session of the Working Group that an operator should be obligated to issue a document only on request of the customer (A/CN.9/260, paragraph 31). The document would constitute a simple receipt. If a time limit for issuance of the document is to be included (see A/CN.9/260, paragraphs 35 and 36), it may be expressed either as "a reasonable period of time", or as a specified period of time (e.g. hours or days); the former would permit greater flexibility, taking into account the wide variety of circumstances which would be covered by the uniform rules. While a time limit might be necessary when the document is a document of title to the goods, in order, for example, to enable the customer to dispose of or grant security in the goods without delay, such circumstances do not exist where, as here, the document is not a document of title. A requirement that the document state the date of its issuance would be needed only if the paragraph contained a time limit for issuance of the document.

4. *Paragraph (2)* See A/CN.9/260, paragraph 32. Alternative 1 of this paragraph requires certain information to be included in the document, such as their condition or quantity, in addition to acknowledging receipt of the goods and indicating the date thereof. Depending on the circumstances, quantity could refer to count, weight or volume. Suggestions were made within the Working Group that certain additional information should be required, such as whether the operator claimed rights of security in the goods and, if so, the charges in respect of which such rights were claimed, and a statement that the goods were covered by the uniform rules

(see A/CN.9/260, paragraph 92). Such information could, if the Working Group so decided, be added to alternative 1. In addition, this alternative might obligate the operator to include in the document any discrepancy between information contained in a transport document accompanying the goods concerning the condition or quantity of the goods and the condition or quantity of the goods ascertainable by him with reasonable means of checking. Alternative 2 of this paragraph would obligate the operator to include information concerning the condition or quantity of the goods only if so requested by his customer. Such an approach may be considered appropriate in view of the fact that the uniform rules are to apply to a wide variety of operators, operations and goods, and that in some cases goods are not inspected even as to their apparent condition (see A/CN.9/WG.II/WP.55, paragraph 70). Under both alternatives of paragraph (2), only such information concerning the condition or quantity of the goods which could be obtained by reasonable means of checking would be included in the document. This may obviate the necessity of dealing with the question of the effect of any reservations the operator may include in the document (e.g. "said to contain", "customer's count and weight").

5. *Paragraph (3)* This paragraph represents the prevailing view of the Working Group at its eighth session (A/CN.9/260, paragraph 34) that the document issued by the operator should constitute *prima facie* evidence that the goods were taken over and that their condition and quantity were as stated therein. The bracketed language would make it clear that the legal effect of the document would arise when the document was issued upon the request of the customer as well as when it was issued without such a request.

6. *Paragraph (4)* See A/CN.9/260, paragraph 37. With respect to the consequences of a failure of the operator to issue a document or to state the condition of the goods if requested to do so, under this paragraph the operator would be rebuttably presumed to have received the goods in apparently good condition. It could in some cases lead to unjust results if the presumption were not rebuttable. For example, if the goods were damaged during carriage and an operator who took the goods over from the carrier failed to issue a document or to state the condition of the goods, an irrebuttable presumption that the goods were received in good condition could prejudice a claim by a cargo interest against the carrier for the damage, particularly in the case where the operator was acting for the cargo interest. It thus may be preferable for a presumption to be rebuttable.

7. Paragraph (4) does not provide a sanction for late issuance of a document (i.e. if the uniform rules provide a time limit for issuance of the document; see comment 3 to present draft article).

8. The Working Group may wish to consider the desirability of creating a presumption, even a rebuttable one, of receipt of goods in good condition when the operator having been requested to issue a document or to

state the condition of the goods fails to do so. In some cases a legitimate question may arise as to whether the customer requested a document, or whether he requested that information concerning the condition of the goods be stated on the document. On the other hand, an obligation to issue a document or to state the condition of the goods upon request would be of little value if there existed no sanction for a failure to do so. One possible approach to this problem might be to impose on the claimant the burden of proving that a proper request was made, and to provide for the presumption if the claimant met this burden. This approach is reflected in the bracketed words "it is proven that" in paragraph (4). Yet another approach would be to require that a document stating any apparent loss or damage be issued in all cases.

9. *Paragraph (5)* See A/CN.9/260, paragraphs 32 and 33. This paragraph enables the operator to issue a document by traditional means (e.g. a paper document), as well as by any other means, as long as a record of the information contained in the document is provided. This provision would be satisfied, for example, by noting on a transport document covering the goods the information required to be stated on the document. It would also be satisfied by transmitting that information by computer to the customer's computer, since a record of the information would be available to the customer in his own computer. A provision such as the one contained in this paragraph would, in addition, be satisfied by a technique of documentation in international trade which is still only in the conceptual stage—the recording of information relating to goods involved in trade on a programmable micro-circuit card. Such a card could, for example, contain information required to be on a transport document and information required to be submitted to customs authorities. Information to be contained in a document issued by the operator could also be entered and preserved on the card, and could be retrieved by the customer on a monitor screen or on a paper print-out.

10. The Working Group might consider it unnecessary to include a provision enabling the operator to employ mechanical or electronic techniques for preserving information required to be included in the document, and, if he uses such techniques, to require him to issue a receipt and grant the customer access to the other stored information (such as is provided in article 5 of Montreal Protocol No. 4 to amend the 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 done at the Hague on 28 September 1955) (see A/CN.9/260, paragraph 33). First, an operator would not need to be authorized to preserve information by any means, whether by noting the information on a piece of paper and putting it in a file, or by storing the information in a computer. Second, there would be no need for the uniform rules to deal with a situation in which an operator stored certain information not contained in the receipt, as there is in Montreal Protocol No. 4. Under the Warsaw Convention the air waybill must contain certain information concerning the places of departure and destination of the goods and certain agreed stopping places. One copy

of the air waybill serves as a receipt for the consignor while another copy accompanies the goods during transport. The purpose of Montreal Protocol No. 4 is to permit carriers to separate the receipt function of the air waybill from its function as a document accompanying the goods. With respect to the information to be included in the air waybill, such as the destination and routing, article 5 of Montreal Protocol No. 4 enables the tangible document which the carrier must issue to be simplified, while requiring the rest of the required information concerning the goods to be available by other means (e.g. by computer) over the entire course of the transport of the goods, and particularly at stopping places en route. Such a provision may be valuable in the case where, as in carriage by air, the goods are in motion. This circumstance, however, does not exist with respect to goods which are essentially stationary in the custody of an operator.

11. *Paragraph (6)* Subparagraphs (a) and (b) have been adapted from the Multimodal Convention, article 5(2) and (3).

## Article 5

### BASIS OF LIABILITY

(1) The operator is liable for loss resulting from loss of or damage to the goods [, as well as for delay in handing over the goods to a person entitled to receive them,] if the occurrence which caused the loss or damage [or delay] took place during the period of the operator's responsibility for the goods as defined in article 3 of this Law, unless he proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences. [However, the operator is not liable for loss or damage [or delay] which he proves arose from acts of his servants or agents outside their scope of employment.]

[(2) In determining what measures could reasonably be required to avoid the occurrence and its consequences due regard shall be had, *inter alia*, to the nature of the goods and the nature of the operations to be performed by the operator.]

(3) Where a failure on the part of the operator, his servants or agents to take the measures referred to in paragraph (1) of this article combines with another cause to produce loss or damage [or delay] the operator is liable only to the extent that the loss resulting from such loss or damage [or delay] is attributable to that failure, provided that the operator proves the amount of the loss not attributable thereto.

[(4) Delay in handing over the goods to a person entitled to receive them occurs when the operator fails to hand them over to that person within the time expressly agreed upon by the operator or, in the absence of such agreement, within the time following a request for the goods by that person which it would be reasonable to

require of a diligent operator, having regard to the circumstances of the case.]

(5) If the operator does not hand over the goods at the request of the person entitled to take delivery of them within a period of 60 consecutive days following the request, the person entitled to make a claim for the loss of the goods may treat them as lost.

#### *Comments*

1. *General* See A/CN.9/260, paragraphs 41 to 47. As requested by the Working Group at its eighth session (see A/CN.9/260, paragraph 46), this draft article includes provisions dealing with delay. With some types of operators (e.g. those who are highly mechanized or computerized), delay may be less of a potential problem than with other types. Causes for delay may include, for example, delay in processing paperwork, and error in recording the storage location of the goods in the records of the operator (such events might result in delay in cases where the goods are to be handed over by the operator within a relatively short period of time), as well as misdelivery, resulting in the necessity to retrieve the goods and deliver them to the proper recipient. In considering whether the uniform rules should deal with liability for delay, the Working Group may also wish to take into consideration that the question of delay is closely related to the performance of the contract between the operator and his customer, a matter with which the uniform rules in general do not deal.

2. *Paragraph (1)* See A/CN.9/260, paragraph 41. With regard to the final sentence within brackets ("However, the operator is not liable ..."), see A/CN.9/260, paragraph 42.

3. *Paragraph (2)* The measures which should reasonably be taken by an operator to prevent loss of or damage to the goods vary widely, depending upon the type of operator, the operations performed by him and the type of goods. The rules governing the liability of the operator for loss of or damage to the goods should be flexible enough to take into account all circumstances in which they would apply. Such flexibility might already be achieved by the reference in paragraph (1) to "measures reasonably required to avoid the occurrence". A provision such as that contained in paragraph (2) might give greater assurance of such flexibility.

4. *Paragraph (3)* See A/CN.9/260, paragraph 43. The wording of this section has been adapted from that of article 5(7) of the United Nations Convention on Carriage of Goods by Sea, 1978 (Hamburg) (the "Hamburg Rules") and article 6(3) of the UNIDROIT draft.

5. *Paragraph (4)* See A/CN.9/260, paragraphs 44 to 46. The wording of this paragraph has been adapted from that of article 5(2) of the Hamburg Rules.

6. *Paragraph (5)* See A/CN.9/260, paragraph 47.

## **Article 6**

### **LIMITS OF LIABILITY**

(1) The liability of the operator for loss resulting from loss of or damage to goods according to the provisions of article 5 of this Law is limited to [(state amount in national currency)] [an amount in (state national currency) equivalent to ... units of the Special Drawing Right as defined by the International Monetary Fund] per package or other shipping unit, or [(state amount in national currency)] [an amount in (state national currency) equivalent to ... units of the Special Drawing Right as defined by the International Monetary Fund] per kilogramme of gross weight of the goods lost or damaged, whichever is the higher.

[(2) The liability of the operator for delay in handing the goods over according to the provisions of article 5 of this Law is limited to an amount equivalent to ... times the charges payable to the operator for his services in respect of the goods delayed, but not exceeding the total of such charges payable to the operator pursuant to his contract or agreement with his customer.]

[(3) In no case shall the aggregate liability of the operator under both paragraphs (1) and (2) of this article exceed the limitation which would be established under paragraph (1) for total loss of the goods with respect to which such liability was incurred.]

(4) For the purpose of calculating which amount is the higher in accordance with paragraph (1), the following rules apply:

(a) Where a container, trailer, chassis, barge, pallet or similar article of transport or packaging is used to consolidate goods, the packages or other shipping units enumerated in a document issued by the operator or in a transport document covering the goods as packed in such article of transport or packaging are deemed to be packages or shipping units. Except as aforesaid the goods in such article of transport or packaging are deemed to be one shipping unit.

(b) In cases where the article of transport or packaging itself has been lost or damaged, that article, if not owned or otherwise supplied by the operator, is considered to be one separate shipping unit.

(5) The operator may agree to limits of liability exceeding those provided in paragraph[s] (1) [(2) and (3)].

#### *Comments*

1. *General* See A/CN.9/260, paragraphs 48 to 53.

2. *Paragraph (1)* See A/CN.9/260, paragraphs 48 to 52. If the rules are cast in the form of a model law, the Working Group may wish to consider whether the text of the model law should leave it to each State to insert whatever amount in its national currency it deems appropriate, or whether, as a vehicle for the unification of

law, the model law should give some guidance as to what the amount should be or even should link such amount to a uniform international standard. Under the second version within each of the two series of brackets in paragraph (1) ("an amount in (state national currency) equivalent to ..."), the legislation adopted by a State implementing the model law would link the amount of the limit expressed in national currency to a stated number of Special Drawing Rights of the International Monetary Fund.

3. If the uniform rules are adopted as a model law and a recommended limit of liability is expressed in Special Drawing Rights the Working Group may wish to consider whether that limit of liability should be periodically reviewed by the Commission or in some other forum.

4. *Paragraph (2)* This paragraph sets forth a limit of liability for delay (see A/CN.9/260, paragraph 46) expressed as a percentage of the charges payable to the operator for his services in respect of the goods (i.e. excluding, for example, sums advanced by the operator for, e.g., customs payments and to be reimbursed to the operator by his customer), subject to a maximum limit. This paragraph is adapted from article 6(1)(b) of the Hamburg Rules.

5. *Paragraph (3)* This paragraph is adapted from article 6(1)(c) of the Hamburg Rules. As a consequence of the introduction of an aggregate limit such as that contained in this paragraph, in a case of heavy physical damage coupled with extensive economic losses resulting from delay, the operator's liability would not exceed the per-package or per-kilogramme limit. Such a provision would not be needed if the uniform rules do not deal with delay (see comment 1 to draft article 5, above).

6. *Paragraphs (4) and (5)* These paragraphs are adapted from article 6(2) and (4) of the Hamburg Rules.

### Article 7

#### APPLICATION TO NON-CONTRACTUAL CLAIMS

(1) The defences and limits of liability provided for in this Law apply in any action against the operator in respect of loss of or damage to the goods for which he is responsible under this Law, [as well as delay in delivery of such goods,] whether the action is founded in contract, in tort or otherwise.

(2) If such an action is brought against a servant or agent of the operator, [or another person of whose services the operator makes use for the performance of the safekeeping and operations referred to in article 3 of this Law,] such [servant or agent] [servant, agent or person], if he proves that he acted within the scope of his employment, is entitled to avail himself of the defences and limits of liability which the operator is entitled to invoke under this Law.

(3) Except as provided in article 8 of this Law, the aggregate of the amounts recoverable from the operator and from any persons referred to in paragraph (2) of this article shall not exceed the limits of liability provided for in this Law.

### Comments

See A/CN.9/260, paragraphs 79 and 80. The "other person of whose services the operator makes use" referred to in paragraph (2) (and by reference in paragraph (3)) could in some legal systems be a person other than a servant or agent of the operator, such as a stevedoring company engaged as an independent contractor by the operator. The Working Group may wish to enable such a person to benefit from the defences and limits of liability provided to an operator under the uniform rules, even though the liability of such a person is not otherwise governed by the uniform rules. First, by virtue of paragraph (2) the defences and limits of liability also extend to servants and agents of the operator, even though their liability is also not otherwise covered by the rules. Second, the policies behind extending the defences and limits of liability to servants and agents of the operator may also apply to other persons engaged by the operator to perform operations in respect of goods covered by the rules (e.g. to prevent a claimant from avoiding the defences and limits of liability under the uniform rules by claiming directly against the servant, agent or other person; and to avoid questions of the vicarious liability of the operator for acts or omissions of the servant, agent or other person when the liability of the servant, agent or other person is determined without the benefit of the defences and limits of liability under the uniform rules).

### Article 8

#### LOSS OF RIGHT TO LIMIT LIABILITY

(1) The operator is not entitled to the benefit of the limit of liability provided for in article 6 of this Law if it is proved that the loss or damage [or delay] resulted from an act or omission of the operator [himself] [or of an agent of the operator [or another person of whose services the operator makes use for the performance of the safekeeping and operations referred to in article 3 of this Law] [acting within the scope of his employment]] done with the intent to cause such loss or damage [or delay], or recklessly and with knowledge that such loss or damage [or delay] would probably result.

(2) Notwithstanding the provision of paragraph (2) of article 7 of this Law, a servant or agent of the operator [or another person of whose services the operator makes use for the performance of the safekeeping and operations referred to in article 3 of this Law] is not entitled to the benefit of the limit of liability provided in article 6 of this Law if it is proved that the loss or damage [or delay] resulted from an act or omission of such servant or agent

[or person] done with the intent to cause such loss or damage [or delay] or recklessly and with knowledge that such loss [or delay] would probably result.

#### Comments

1. *General* See A/CN.9/260, paragraphs 54 to 56.
2. *Paragraph (1)* With the bracketed phrase "or of an agent of the operator [or another person of whose services an operator makes use for the performance of the safekeeping and operations referred to in article 3 of this Law]" the operator would lose the limit of liability even if the indicated act or omission was committed by his agent or other person (see comment to draft article 7). The bracketed word "himself" includes servants and employees of the operator. For this reason, the word "servants" is omitted from this paragraph.
3. The Working Group may wish to consider whether the operator should lose the right to limit his liability due to an act or omission of his servant, agent or other person of whose services he makes use only if the act or omission were committed within the scope of the servant's, agent's or person's employment. In this regard it may be noted that intentional acts (e.g. theft) are often regarded as outside the scope of employment.

### Article 9

#### SPECIAL RULES ON DANGEROUS GOODS

- (1) The consignor shall mark or label dangerous goods as dangerous in a suitable manner and in accordance with any applicable international, national or other rule of law or regulation relating to dangerous or hazardous goods. If he packs dangerous goods, he shall do so in a suitable manner and in accordance with any such rule of law or regulation.
- (2) Where the consignor hands over dangerous goods to the operator or any person acting on his behalf, the consignor shall inform the operator of the dangerous character of the goods and, if necessary, any special handling requirements and precautions to be taken. If the consignor fails to do so and the operator does not otherwise have knowledge of their dangerous character:
  - (a) the consignor shall be liable to the operator for all loss resulting from such goods; and
  - (b) the goods may at any time be destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.
- (3) The provisions of subparagraphs (a) and (b) of paragraph (2) of this article may be invoked by any

operator who is responsible for the goods under this Law whether or not he took over the goods from the consignor, unless the operator had knowledge of the dangerous character of the goods when he took them over.

#### Comments

1. *General* See A/CN.9/260, paragraphs 73 to 77. This article is adapted from article 13 of the Hamburg Rules and article 23 of the Multimodal Convention.
2. It will be noted that this draft article imposes obligations on the consignor, and, under paragraph (2)(a), imposes liability on the consignor towards the operator. In some cases the operator will not be in a contractual relationship with the consignor and will be far removed from the consignor in the chain of transport. This approach was adopted for the purpose of drafting the present draft article in view of the requests of the Working Group referred to in comment 1, above. If the Working Group wished, another approach could be adopted, whereby the provisions concerning dangerous and perhaps perishable goods could be expressed, for example, by excluding the liability of the operator for loss of or damage to the goods if they were not properly marked, labelled or packed and if he was not informed of their dangerous or perishable nature. Even under such an approach, however, the substance of paragraph (2)(a) and (b) could still be included. If the uniform rules also deal with the liability of the consignor, it may be considered whether a reference in the title of the rules only to operators of transport terminals is appropriate.
3. *Paragraph (1)* See A/CN.9/260, paragraph 73. International and national rules, as well as other rules and regulations (e.g. regulations promulgated by a port authority or a terminal operator) regulate the packing, marking, labelling and documentation of dangerous and hazardous goods. Therefore, it may be desirable to require such packing, marking and labelling to be in accordance with such rules and regulations.
4. No provisions have been included concerning perishable goods. Suggestions were made at the eighth session of the Working Group regarding provisions concerning the right of the operator to reject perishable goods presented by his customer (see A/CN.9/260, paragraph 74), and an exception in the case of such goods to the obligation of the operator to hand over the goods in the same condition in which he received them (see A/CN.9/260, paragraph 75). However, the existing draft articles do not provide for the obligation of the operator to accept goods presented by his customer or his obligation to hand over the goods since, in general, the draft does not deal with the contractual obligations of the parties. Therefore, provisions such as those mentioned above may be unnecessary. On the other hand, as noted in comment 2 to this draft article, it would be possible to exclude liability of the operator for loss of or damage to perishable goods, as well as to dangerous goods, if they were not properly marked, labelled or packed.

## Article 10

### RIGHTS OF SECURITY IN GOODS

(1) The operator has a right of retention over the goods for costs and claims relating to the safekeeping and operations performed by him in respect of the goods during the period of his responsibility for them. However, nothing in this Law prevents the operator and his customer from extending by agreement the right of retention of the operator, or affects the validity or effect of any right of security otherwise available under the law of this State.

(2) The operator is not entitled to retain the goods if a sufficient guarantee for the sum claimed is provided or if an equivalent sum is deposited with a mutually accepted third party or with an official institution in this State.

[(3) In order to obtain the amount necessary to satisfy his claim, the operator is entitled to sell the goods over which he has exercised the right of retention provided in this article to the extent permitted by and in accordance with the applicable law.]

#### Comments

1. *General* See A/CN.9/260, paragraphs 63 to 67.

2. Paragraphs (1) to (3) are adapted from article 5 of the UNIDROIT draft.

3. *Paragraph (1)* See A/CN.9/260, paragraphs 63 and 65. This paragraph has two effects. First, it enables the parties to extend the right of retention by agreement so as to create a general lien (i.e. enabling the operator to retain the goods as security for charges due to him from the customer other than in respect of the goods retained). The ability to extend the right of retention is not expressly conditioned upon the ability to do so under national law, since it is unlikely that a rule of national law would prohibit the parties from agreeing to extend the operator's right of retention. Second, this paragraph preserves the validity and effect of any other right of security which is available under national law (e.g. a non-possessory security interest in the goods created by agreement of the parties, if such an agreement is valid under national law).

4. *Paragraph (2)* See A/CN.9/260, paragraph 64.

5. *Paragraph (3)* See A/CN.9/260, paragraphs 65 and 67. This paragraph permits the operator to sell the goods if such a right is provided in the applicable law. The exercise of the right of sale must be in accordance with that law. It may be noted, however, that many legal systems do not contain general provisions concerning the sale of property retained as security; rather, a separate right of sale is provided and regulated in particular contexts. A right of sale would in most cases not already exist in respect of the operators who are the objects of the uniform rules. The Working Group may therefore wish to

consider whether a right of sale should be created by the uniform rules, and not linked to an existing right of sale under national law.

6. No provision has been included in this draft article concerning the resolution of a possible conflict between the rights of security exercised by the operator and the rights of a third person in the goods (see A/CN.9/260, paragraph 66). In the absence of such a provision such a conflict would be dealt with by rules of law other than the uniform rules. Moreover, conflicts between the rights of security of an operator and the rights of a consignee under a contract of carriage or transport document covered by an international transport convention could be resolved by a provision such as that contained in draft article 15.

7. In the case of unitized goods it should be noted that the rights of security provided in this article would, as a consequence of the definition of "goods" in draft article 1(3), cover not only the goods themselves but also the container or similar item in which the goods are unitized. Such items are often not owned by the person who owns the goods (e.g. they are often owned by carriers, container leasing companies or freight forwarders), and the exercise by the operator of his rights of security in respect of such items could conflict with the rights of their owners. If the Working Group wished to exclude such items from being covered by the rights of security provided in this draft article, a provision such as the following could be added: "The rights of security provided by this article extend to a container, trailer, chassis, barge, pallet or similar article of transport or packaging only if the operator has given to the owner of such article an undertaking of safekeeping in respect thereof". Under such a provision, the rights of security would apply, for example, in respect of a container which is stored by an operator for its owner.

## Article 11

### NOTICE OF LOSS OR DAMAGE [OR DELAY]

(1) Unless notice of partial loss or of damage, specifying the general nature of the loss or damage, is given to the operator not later than the working day after the day when the goods were handed over to the person entitled to take delivery of them, the handing over is *prima facie* evidence of the handing over by the operator of the goods as described in the document issued by the operator, or, if no such document was issued, in good condition.

[(2) The provisions of paragraph (1) apply correspondingly if notice is not given to the operator of total loss of goods not later than the working day after the day when the goods may be treated as lost under article 5 of this Law.]

[(3) Where the partial loss or damage is not apparent, the provisions of paragraph (1) apply correspondingly if notice is not given within ... consecutive days after the

day when the goods [were handed over to the person entitled to take delivery of them] [reached their final destination [, but in no case later than ... consecutive days after the day when the goods were handed over to the person entitled to take delivery of them]]. [However, if the claimant had no opportunity to discover the loss or damage within the said period of time, the provisions of paragraph (1) apply correspondingly if notice is not given within ... consecutive days after the claimant had an opportunity to discover the loss or damage, but in no case later than ... consecutive days after the day when the goods were handed over by the operator.]]

(4) If the operator participated in a survey or inspection of the goods at the time when they were handed over to the person entitled to take delivery of them, notice need not be given to the operator of loss or damage ascertained during that survey or inspection.

(5) In the case of any actual or apprehended loss or damage, the operator and the person entitled to take delivery of the goods must give all reasonable facilities to each other for inspecting and tallying the goods.

[(6) No compensation shall be payable for loss resulting from delay in handing over the goods unless notice has been given to the operator within 60 consecutive days after the day when the goods were handed over to the person entitled to take delivery of them.]

(7) (a) Notice required to be given by this article may be given in any form which provides a record of the information contained therein.

(b) For the purpose of this article, notice given to a person acting on the operator's behalf is deemed to have been given to the operator.

#### *Comments*

1. *General* See A/CN.9/260, paragraphs 81 to 89. "Partial loss" as used in paragraphs (1) and (3) refers to a shortage in a consignment of goods handed over to the person entitled to take delivery of them. It may be desirable for the recipient of the goods to be obligated to notify the operator of the partial loss shortly after he receives the consignment, even though under draft article 5(5) the goods could not be treated as lost until 60 days after a request that they be handed over. Such notice would enable the operator to begin to search immediately for the partially lost goods.

2. *Paragraph (2)* This paragraph requires notice of a total loss of goods to be given. It has been placed within square brackets because of a view expressed within the Working Group that notice of total loss should not be required (see A/CN.9/260, paragraph 81). In this regard, the Working Group may wish to consider that under draft article 5(5) the goods may be treated as lost 60 days after a request that they be handed over. As a result of such request, the operator would know whether or not he was able to deliver any of the goods, and a notice of total loss may therefore be unnecessary.

3. *Paragraph (3)* It may be noted that loss of or damage to goods taken over by a carrier might not be apparent to the carrier, and might not become known to him until a claim is brought against him for the loss or damage. The Working Group may wish to take this into consideration in deciding upon the time limits and choosing among the various approaches reflected within square brackets in this paragraph.

4. *Paragraph (7)* Subparagraph (a) enables the operator to give notice by traditional means (e.g. in writing) as well as by any other means (e.g. by computer-to-computer communication), as long as a record of the information contained in the notice is provided (see comment 9 to draft article (4)). Subparagraph (b) might be included in order to permit notice of loss, damage or delay to be given to an agent of the operator (e.g. where the operator is a freight forwarder or a carrier).

### *Article 12*

#### **LIMITATION OF ACTIONS**

(1) Any action under this Law is time-barred if judicial or arbitral proceedings have not been instituted within a period of two years. [However, an action in which the loss of or damage to the goods [or delay in handing over the goods] resulted from an act or omission of the operator done with the intent to cause such loss or damage [or delay], or recklessly and with knowledge that such loss or damage [or delay] would probably result, is time-barred if such proceedings have not been instituted within a period of ... years.]

(2) The limitation period commences on the day on which the operator hands over the goods or part thereof to a person entitled to take delivery of them, or, in cases of total loss of the goods, [on the last day on which the goods should have been handed over] [on the day the operator notifies the person entitled to make a claim that the goods are lost, or, if no such notice is given, on the day that person may treat the goods as lost in accordance with article 5 of this Law].

(3) The day on which the limitation period commences is not included in the period.

(4) The operator may at any time during the running of the limitation period extend the period by a declaration in writing to the claimant. The period may be further extended by another declaration or declarations.

(5) A recourse action by a carrier [or another person] against the operator may be instituted even after the expiration of the limitation period provided for in the preceding paragraphs if instituted within [90] days after the carrier [or person] has been held liable in an action against himself [or has settled the claim upon which such action was based].

*Comments*

1. *General* See A/CN.9/260, paragraphs 57 to 62.
2. *Paragraph (1)* See A/CN.9/260, paragraph 57. The final sentence, in brackets, reflects a view expressed in A/CN.9/260, paragraph 57. However, the Working Group may wish to consider that in some jurisdictions such a provision might be applied so as to enable a claimant to prolong the basic two-year limitation period simply by alleging intentional or reckless conduct. In other jurisdictions, a longer limitation period might be applied where the loss, damage or delay is proved to have resulted from intentional or reckless conduct. However, such proof would be made in the very proceedings in respect of which the question of which limitation period should apply would be raised. The parties would thus have to participate in proceedings which could result in a finding that the proceedings themselves were time-barred because intentional or reckless conduct had not been proved.
3. *Paragraph (5)* See A/CN.9/260, paragraph 59.

**Article 13****CONTRACTUAL STIPULATIONS**

(1) Unless otherwise provided in this Law, any stipulation in a contract for the safekeeping of goods concluded by an operator or in any document evidencing such a contract is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Law. The nullity of such a stipulation does not affect the validity of the other provisions of the contract or document of which it forms a part.

[(2) Notwithstanding the provisions of paragraph (1) of this article, the operator and his customer may agree that the provisions of this Law concerning liability for and claims in respect of loss of or damage to goods do not apply, or apply with modifications, in respect of loss of or damage to goods within the responsibility of the operator under article 3 of this Law occurring in connection with processing operations performed by the operator which by their nature alter the condition or quantity of the goods.]

(3) Notwithstanding the provisions of paragraph (1) of this article, the operator may agree to increase his responsibilities and obligations under this Law.

*Comments*

1. See A/CN.9/260, paragraphs 90 and 91.
2. *Paragraph (1)* The phrase "unless otherwise provided ..." would encompass, for example, the agreements referred to in paragraphs (3), and 5(b) and (d) of alternative 3 of draft article 2.
3. *Paragraph (2)* This paragraph may be included if the Working Group wishes the parties to be able to agree that liability for loss of or damage to the goods in connection with the processing of goods within the responsibility of the operator is to be governed by a legal regime other than the uniform rules. One reason for such an approach may be that such operations are not factually associated with the transport of goods but rather are more in the nature of manufacturing (see A/CN.9/WG.II/WP.55, paragraph 23).

**Article 14****INTERPRETATION OF THIS LAW**

In the interpretation and application of the provisions of this Law, regard shall be had to its international character and to the desirability of promoting international uniformity with respect to the treatment of the issues dealt with in this Law.

*Comments*

See A/CN.9/260, paragraph 94.

**Article 15****INTERNATIONAL TRANSPORT CONVENTIONS**

This Law does not modify any rights or duties which may arise under an international convention relating to the international carriage of goods which is binding on this State, [or any law of this State relating to the international carriage of goods].

*Comments*

See A/CN.9/260, paragraph 93.