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

Comparative tables

Note by the Secretariat

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



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

COMPARATIVE TABLES

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

EXPLANATORY NOTE

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

ABBREVIATIONS

INSTRUMENT:	UNCITRAL Preliminary Draft Instrument on the Carriage of Goods by Sea
HAGUE-VISBY:	International Convention for the Unification of Certain Rules of Law Relating to Bills of Lading, Brussels 1924 as amended by the 1968 and 1979 Protocols
HAMBURG:	United Nations Convention on the Carriage of Goods by Sea, 1978
MULTIMODAL:	United Nations Convention on International Multimodal Transport of Goods, Geneva, 24 May 1980
CMR:	Convention on the Contract for the International Carriage of Goods by Road, 1956 as amended by the 1978 Protocol
CMNI:	Budapest Convention on the Contract for the Carriage of Goods by Inland Water-way, 2000
CIM-COTIF 1999:	Uniform Rules concerning the Contract for International Carriage of Goods by Rail, Appendix to the Convention concerning International Carriage by Rail, as amended by the Protocol of Modification of 1999
WARSAW:	Convention for the Unification of Certain Rules Relating to International Carriage by Air, Signed at Warsaw on 12 October 1929 as amended by the Protocol signed at Le Hague on 28 September 1955 and by the Protocol no. 4 signed at Montreal on 25 September 1975
MONTREAL:	Convention for the Unification of Certain Rules for the International Carriage by Air, Montreal 1999

CHAPTER 1 – DEFINITIONS

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

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

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

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<p>being “non-negotiable” or “not negotiable”, and (ii) is subject to rules of procedure as referred to in article 2.4, which include adequate provisions relating to the transfer of that record to a further holder and the manner in which the holder of that record is able to demonstrate that it is such holder.</p> <p><i>1.14</i> “Negotiable transport document” means a transport document that indicates, by wording such as “to order” or “negotiable” or other appropriate wording recognized as having the same effect by the law governing the document, that the goods have been consigned to the order of the shipper, to the order of the consignee, or to bearer, and is not explicitly stated as being “non-negotiable” or “not negotiable”.</p> <p><i>1.15</i> “Non-negotiable electronic record” means an electronic record that does not qualify as a negotiable electronic record.</p> <p><i>1.16</i> “Non-negotiable transport document” means a transport document that does not qualify as a negotiable transport document.</p> <p><i>1.17</i> “Performing party” means a person other than the carrier that physically performs [or fails to perform in whole or in part] any of the</p>								

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<p>carrier's responsibilities under a contract of carriage for the carriage, handling, custody, or storage of the goods, to the extent that that person acts, either directly or indirectly, at the carrier's request or under the carrier's supervision or control, regardless of whether that person is a party to, identified in, or has legal responsibility under the contract of carriage. The term "performing party" does not include any person who is retained by a shipper or consignee, or is an employee, agent, contractor, or subcontractor of a person (other than the carrier) who is retained by a shipper or consignee.</p> <p><i>1.18</i> <u>"Right of control"</u> has the meaning given in article 11.1.</p> <p><i>1.19</i> <u>"Shipper"</u> means a person that enters into a contract of carriage with a carrier.</p> <p><i>1.20</i> <u>"Transport document"</u> means a document issued pursuant to a contract of carriage by a carrier or a performing party that (a) evidences a carrier's or a performing party's receipt of goods under a contract of carriage, or (b) evidences or contains a contract of carriage, or both.</p>								

CHAPTER 2 – ELECTRONIC COMMUNICATIONS

INSTRUMENT	HAGUE-VISBY HAMBURG MULTIMODAL CMR COTIF-CIM 1999 CMNI WARSAW MONTREAL
<p style="text-align: center;"><i>Article 2 – Electronic Communications</i></p> <p>2.1 Anything that is to be in or on a transport document in pursuance of this instrument may be recorded or communicated by using electronic communication instead of by means of the transport document, provided the issuance and subsequent use of an electronic record is with the express or implied consent of the carrier and the shipper.</p> <p>2.2.1 If a negotiable transport document has been issued and the carrier and the holder agree to replace that document by a negotiable electronic record,</p> <p>(a) the holder shall surrender the negotiable transport document, or all of them if more than one has been issued, to the carrier; and</p> <p>(b) the carrier shall issue to the holder a negotiable electronic record that includes a statement that it is issued in substitution for the negotiable transport document,</p> <p>whereupon the negotiable transport document ceases to have any effect or validity.</p> <p>2.2.2 If a negotiable electronic record has been issued and the carrier and the holder agree to replace that electronic record by a negotiable transport document,</p> <p>(a) the carrier shall issue to the holder, in substitution for that electronic record, a negotiable transport document that includes a statement that it is issued in substitution for the negotiable electronic record; and</p> <p>(b) upon such substitution, the electronic record ceases to have any effect or validity.</p> <p>2.3 The notices and confirmation referred to in articles 6.9.1, 6.9.2, 6.9.3, 8.2.1 (b) and (c), 10.2, 10.4.2, the declaration in article 14.3 and the agreement as to weight in article 8.3.1 (c) may be made using electronic communication, provided the use of such means is with the express or implied consent of the party by whom it is communicated and of the party to whom it is communicated. Otherwise, it must be made in writing.</p> <p>2.4 The use of a negotiable electronic record is subject to rules of procedure agreed between the carrier and the shipper or the holder mentioned in article 2.2.1. The rules of procedure shall be referred to in the contract particulars and shall include adequate provisions relating to</p> <p>(a) the transfer of that record to a further holder,</p> <p>(b) the manner in which the holder of that record is able to demonstrate that it is such holder, and</p> <p>(c) the way in which confirmation is given that</p> <p>(i) delivery to the consignee has been effected; or</p> <p>(ii) pursuant to articles 2.2.2 or 10.3.2(i)(b), the negotiable electronic record has ceased to have any effect or validity.</p>	<p><i>There are no corresponding provisions in any other Transport Convention</i></p>

CHAPTER 3 – SCOPE OF APPLICATION

A. GENERAL PROVISIONS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><i>Article 3-Scope of application</i></p> <p>3.1 Subject to article 3.3.1, the provisions of this instrument apply to all contracts of carriage in which the place of receipt and the place of delivery are in different States if</p> <p>(a) the place of receipt [or port of loading] specified either in the contract of carriage² or in the contract particulars is located in a Contracting State, or</p> <p>(b) the place of delivery [or port of discharge] specified either in the contract of carriage or in the contract particulars is located in a Contracting State, or</p> <p>(c) [the actual place of delivery specified either in the contract of carriage or in the contract particulars and is located in a Contracting State, or]</p> <p>(d) [the contract of carriage is entered into in a Contracting State or the contract particulars state that the transport document</p>	<p><i>Article 10</i></p> <p>The provisions of this Convention shall apply to every bill of lading relating to the carriage of goods³ between ports in two different States if:</p> <p>(a) the bill of lading is issued in a Contracting State, or</p> <p>(b) the carriage is from a port in a Contracting State, or</p> <p>(c) the contract contained in or evidenced by the bill of lading provides that the rules of this Convention or legislation of any State giving effect to them are to govern the contract, whatever may be the nationality of the ship, the carrier, the shipper, the consignee, or any other interested person.</p> <p>Each Contracting State shall apply the provisions of this Convention to the bills of lading mentioned above.</p> <p>This Article shall not prevent a</p>	<p><i>Article 2-Scope of application</i></p> <p>1. The provisions of this Convention are applicable to all contracts of carriage⁴ by sea between two different States, if:</p> <p>(a) the port of loading as provided for in the contract of carriage by sea is located in a Contracting State, or</p> <p>(b) the port of discharge as provided for in the contract of carriage by sea is located in a Contracting State, or</p> <p>(c) one of the optional ports of discharge provided for in the contract of carriage by sea is located in a Contracting State, or</p> <p>(d) the bill of lading or other document evidencing the contract of carriage by sea is issued in a Contracting State, or</p> <p>(e) the bill of lading or other document evidencing the</p>	<p><i>Article 2-Scope of application</i></p> <p>The provisions of this Convention shall apply to all contracts of multimodal transport⁵ between places in two States, if:</p> <p>(a) The place for the taking in charge of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting State, or</p> <p>(b) The place for delivery of the goods by the multimodal transport operator as provided for in the multimodal transport contract is located in a Contracting State.</p>	<p><i>Article 1-Scope of application</i></p> <p>1. This Convention shall apply 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, irrespective of the place of residence and the nationality of the parties.</p> <p>2. For the purpose of this Convention, “vehicles” means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19th September 1949.</p> <p>3. This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental</p>	<p><i>Article 1-Scope</i></p> <p>1. These Uniform Rules shall apply to every contract of carriage of goods by rail for reward when the place of taking over of the goods and the place designated for delivery are situated in two different Member States, irrespective of the place of business and the nationality of the parties to the contract of carriage.</p> <p>2. These Uniform Rules shall apply also to contracts of carriage of goods by rail for reward, when the place of taking over of the goods and the place designated for delivery are situated in two different States, of which at least one is a Member State and the parties to the contract agree that the contract is subject to these Uniform Rules.</p> <p>3. When international carriage being the subject of a single contract</p>	<p><i>Article 2-Scope of application</i></p> <p>1. This Convention is applicable to any contract of carriage⁶ according to which the port of loading or the place of taking over of the goods and the port of discharge or the place of delivery of the goods are located in two different States of which at least one is a State Party to this Convention. If the contract stipulates a choice of several ports of discharge or places of delivery, the port of discharge or the place of delivery to which the goods have actually been delivered shall determine the choice.</p> <p>2. This Convention is applicable if the purpose of the contract of carriage is the carriage of goods, without transshipment, both on inland waterways and in waters to which maritime</p>	<p><i>Article 1-Scope</i></p> <p>1. This Convention applies to all international carriage of persons, luggage or goods performed by aircraft for reward. It applies equally to gratuitous carriage by aircraft performed by an air transport undertaking.</p> <p>2. For the purposes of this Convention, the expression international carriage means any carriage in which, according to the agreement between the parties, 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 High Contracting Parties or within the territory of a single High Contracting Party if there is an agreed stopping place within the territory of another State, even if that State is not a High Contracting Party.</p> <p>Carriage between two points within the</p>	<p><i>Article 1-Scope of application</i></p> <p>1. This 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.</p> <p>2. For the purposes of this Convention, the expression <i>international carriage</i> means any carriage in which, according to the agreement between the parties, 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</p>

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

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

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

⁵ See the definition of “multimodal transport contract” in Article 1.3 at p. 7.

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

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

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

B. CHARTER PARTY

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

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

CHAPTER 4 – PERIOD OF RESPONSIBILITY

A. GENERAL PROVISIONS

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

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

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

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

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

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

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

C. MIXED CONTRACTS OF CARRIAGE AND FORWARDING

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

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

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

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				<p>for the carriage due to them.</p> <p>Article 39</p> <p>1. No carrier against whom a claim is made under articles 37 and 38 shall be entitled to dispute the validity of the payment made by the carrier making the claim if the amount of the compensation was determined by judicial authority after the first mentioned carrier had been given due notice of the proceedings and afforded an opportunity of entering an appearance.</p> <p>2. A carrier wishing to take proceedings to enforce his right of recovery may make his claim before the competent court or tribunal of the country in which one of the carriers concerned is ordinarily resident, or has his principal place of business or the branch or agency through which the contract of carriage was made. All the carriers concerned may be made defendants in the same action.</p> <p>3. The provisions of article 31, paragraphs 3 and 4, shall apply to judgements entered in the proceedings referred to in articles 37 and 38.</p> <p>4. The provisions of</p>	<p>principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.</p> <p>2. A carrier exercising his right of recourse must make his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.</p> <p>3. The court or tribunal must give its decision in one and the same judgment on all recourse claims brought before it.</p> <p>4. The carrier wishing to enforce his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.</p> <p>5. Then the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from</p>			

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				<p>article 32 shall apply to claims between carriers. The period of limitation shall, however, begin to run either on the date of the final judicial decision fixing the amount of compensation payable under the provisions of this Convention, or, if there is no such judicial decision, from the actual date of payment.</p> <p>Article 40 Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.</p>	<p>among those having competence pursuant to § 4.</p> <p>6. Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.</p> <p>Article 52- Agreements concerning recourse The carriers may conclude agreements which derogate from Articles 49 and 50.</p>			

CHAPTER 5 – OBLIGATIONS OF THE CARRIER

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<p style="text-align: center;"><i>Article 5-Obligations of the carrier</i></p> <p>5.1 The carrier shall, subject to the provisions of this instrument and in accordance with the terms of the contract of carriage, carry the goods to the place of destination and deliver them to the consignee.</p> <p>5.2.1 The carrier shall during the period of its responsibility as defined in article 4.1, and subject to article 4.2, properly and carefully load, handle, stow, carry, keep, care for and discharge the goods.</p> <p>5.2.2 The parties may agree that certain of the functions referred to in article 5.2.1 shall be performed by or on behalf of the shipper, the controlling party or the consignee. Such an agreement must be referred to in the contract particulars.</p> <p>5.3 Notwithstanding the provisions of articles 5.1, 5.2, and 5.4, the carrier may decline to load, or may unload, destroy, or render goods harmless or take such other measures as are reasonable if goods are, or reasonably appear likely during its period of responsibility to become, a danger to persons or property or an illegal or unacceptable danger to the environment.</p> <p>5.4 The carrier shall be bound, before, at the beginning of, [and during] the voyage by sea, to exercise due diligence to:</p> <p>(a) make [and keep] the ship seaworthy;</p> <p>(b) properly man, equip and supply the ship;</p> <p>(c) make [and keep] the holds and all other parts of the ship in which the goods are carried, including containers where supplied by the carrier, in or upon which the goods are carried fit and safe for their reception, carriage and preservation.</p> <p>5.5 Notwithstanding the provisions of articles 5.1, 5.2, and 5.4, the carrier in the case of carriage by sea [or by inland waterway] may sacrifice goods when the sacrifice is reasonably made for the common safety or for the purpose of preserving other property involved in the common adventure.</p>	<p style="text-align: center;"><i>Article 3</i></p> <p>1. The carrier shall be bound before and at the beginning of the voyage to exercise due diligence to:</p> <p>a) Make the ship seaworthy.</p> <p>b) Properly man, equip and supply the ship.</p> <p>c) Make the holds, refrigerating and cool chambers, and all other parts of the ship in which goods are carried, fit and safe for their reception, carriage and preservation.</p> <p>2. Subject to the provisions of article 4, the carrier shall properly and carefully load, handle, stow, carry, keep, care for, and discharge the goods carried.</p>

CHAPTER 6 – LIABILITY OF THE CARRIER

6.1. BASIS OF LIABILITY

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<p><i>Article 6-Liability of the carrier</i></p> <p>6.1 Basis of liability</p> <p>6.1.1 The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence that caused the loss, damage or delay took place during the period of the carrier's responsibility as defined in article 4, unless the carrier proves that neither its fault nor that of any person referred to in article 6.3.2(a) caused or contributed to the loss, damage or delay.</p> <p>6.1.2 [Notwithstanding the provisions of article 6.1.1 the carrier is not responsible for loss, damage or delay arising or resulting from</p> <p>(a) act, neglect or default of the master, mariner, pilot or other servants of the carrier in the navigation or in the management of the ship;</p> <p>(b) fire on the ship, unless caused by the fault or privity of the carrier.]</p> <p>6.1.3 Notwithstanding the provisions of article 6.1.1, if the carrier proves that loss of or damage to the goods or delay in delivery has been</p>	<p><i>Article 4</i></p> <p>1. Neither the carrier nor the ship shall be liable for loss or damage arising or resulting from unseaworthiness unless caused by want of due diligence on the part of the carrier to make the ship seaworthy, and to secure that the ship is properly manned, equipped and supplied, and to 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 in accordance with the provisions of paragraph 1 of article 3. Whenever loss or damage has resulted from unseaworthiness the burden of proving the exercise of due diligence shall be on the carrier or other person claiming exemption under this article.</p> <p>2. Neither the carrier nor the ship shall be responsible for loss or damage arising or resulting from:</p> <p>a) Act, neglect, or default of the master, mariner, pilot, or the</p>	<p><i>Article 5-Basis of liability</i></p> <p>1. The carrier is liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay took place while the goods were in his charge as defined in article 4, unless the carrier proves that he, his servants or agents took all measures that could reasonably be required to avoid the occurrence and its consequences.</p> <p>4.(a) The carrier is liable</p> <p>(i) For loss or damage to the goods or delay in delivery caused by fire, if the claimant proves that the fire arose from fault or neglect on the part of the carrier, his servants or agents;</p> <p>(ii) For such loss, damage or delay in delivery which is proved by the claimant to have resulted from the fault or neglect of the carrier, his servants or agents, in taking all measures that could reasonably be</p>	<p><i>Article 15-The liability of the multimodal transport operator for his servants, agents and other persons</i></p> <p>Subject to article 21, the multimodal transport operator shall be liable for the acts and omissions of his servants or agents, when any such servant or agent is acting within the scope of his employment, or of any other person of whose services he makes use for the performance of the multimodal transport contract, when such person is acting in the performance of the contract, as if such acts and omissions were his own.</p> <p><i>Article 16-Basis of liability</i></p> <p>1. The multimodal transport operator shall be liable for loss resulting from loss of or damage to the goods, as well as from delay in delivery, if the occurrence which caused the loss, damage or delay in delivery took place while the goods were in his charge as defined in article 14,</p>	<p><i>Article 17</i></p> <p>1. 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.</p> <p>2. 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 given otherwise than as the result of a wrongful act or neglect on the part of the carrier, by inherent vice of the goods or through circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.</p> <p>3. 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, or by reason of the wrongful act or neglect of the person from whom he may have hired the vehicle</p>	<p><i>Article 23-Basis of liability</i></p> <p>1. The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of taking over of the goods and the time of delivery and for the loss or damage resulting from the transit period being exceeded, whatever the railway infrastructure used.</p> <p>2. The carrier shall be relieved of this liability to the extent that the loss or damage or the exceeding of the transit period was caused by the fault of the person entitled, by an order given by the person entitled other than as a result of the fault of the carrier, by an inherent defect in the goods (decay, wastage etc.) or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.</p> <p>3. The carrier shall be relieved of this liability to the extent that the loss or damage arises from</p>	<p><i>Article 16-Liability for loss</i></p> <p>1. The carrier shall be liable for loss resulting from loss or damage to the goods caused between the time when he took them over for carriage and the time of their delivery, or resulting from delay in delivery, unless he can show that the loss was due to circumstances which a diligent carrier could not have prevented and the consequences of which he could not have averted.</p> <p>2. The carrier's liability for loss resulting from loss or damage to the goods caused during the time before the goods are loaded on the vessel or the time after they have been discharged from the vessel shall be governed by the law of the State applicable to the contract of carriage.</p> <p><i>Article 17-Servants and agents</i></p> <p>1. The carrier shall be responsible for the acts and omissions of his servants and agents of whose services he makes use during the performance of the contract of carriage,</p>	<p><i>Article 10.3</i></p> <p>Subject to the provisions of paragraphs 1 and 2 of this article, the carrier shall indemnify the consignor against all damage suffered by him, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph 2 of Article 5.</p> <p><i>Article 18</i></p> <p>2. 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 occurrence which caused the damage so sustained took place during the carriage by air.</p> <p>3. However, the carrier is not liable if he proves that the destruction, loss of, or damage to, the cargo resulted solely from one or more of the following:</p>	<p><i>Article 18-Damage to cargo</i></p> <p>1. 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.</p> <p>2. 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:</p> <p>(a) inherent defect, quality or vice of that cargo;</p> <p>(b) defective packing of that cargo performed by a person other than the carrier or its servants or agents;</p> <p>(c) an act of war or an armed conflict;</p> <p>(d) an act of public authority carried out in connection with the entry, exit or transit of the cargo.</p> <p>3. The carriage by air within the meaning of paragraph 1 of this article comprises the period during which the cargo is in the charge of the carrier.</p> <p>4. The period of the</p>

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

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

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

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

6.2. CALCULATION OF COMPENSATION

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

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articles 6.2.1 and 6.2.2.						<p>market price, by reference to the normal value of goods of the same kind and quality at the place of delivery.</p> <p>4. In respect of goods which by reason of their nature are exposed to normal wastage during carriage, the carrier shall only be held liable, whatever the length of the carriage, for that part of the wastage which exceeds normal wastage (in volume or weight) as determined by the parties to the contract of carriage or, if not, by the regulations or established practice at the place of destination.</p> <p>5. The provisions of this article shall not affect the carrier's right concerning the freight as provided by the contract of carriage or, in the absence of special agreements in this regard, by the applicable national regulations or practices.</p>		

6.3. LIABILITY OF PERFORMING PARTIES

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

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

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<p>benefit of the defences and limitations of liability available to the carrier under this instrument if it proves that it acted within the scope of its contract, employment, or agency.</p> <p>6.3.4 If more than one person is liable for the loss of, damage to, or delay in delivery of the goods, their liability is joint and several but only up to the limits provided for in articles 6.4, 6.6 and 6.7.</p> <p>6.3.5 Without prejudice to the provisions of article 6.8, the aggregate liability of all such persons shall not exceed the overall limits of liability under this instrument.</p>								<p>assumes obligations not imposed by this Convention or any waiver of rights or defences conferred by this Convention or any special declaration of interest in delivery at destination contemplated in Article 22 shall not affect the actual carrier unless agreed to by it.</p>

6.4. DELAY

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

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<p>from destruction of or damage to the goods carried and hence not covered by article 6.2, the amount payable as compensation for such loss is limited to an amount equivalent to [...times the freight payable on the goods delayed]. The total amount payable under this provision and article 6.7.1 shall not exceed the limit that would be established under article 6.7.1 in respect of the total loss of the goods concerned.</p>			<p>the date of delivery determined according to paragraph 2 of this article, the claimant may treat the goods as lost.</p>	<p>diligent carrier. <i>Article 20</i> 1. The fact that goods have not been delivered within thirty days following the expiry of the agreed time-limit, or, if there is no agreed time-limit, within sixty days 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. 2. The person so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgement of such request. 3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him against payment of the charges shown to be due on the consignment note and also against refund of the compensation he received less any charges</p>	<p>fraction thereof 24 hours; b) for less than wagon-load consignment - period for consignments 24 hours, - period for carriage, for each 200 km or fraction thereof 24 hours. The distances shall relate to the agreed route or, in the absence thereof, to the shortest possible route. 3. The carrier may fix additional transit periods of specified duration in the following cases: a) consignments to be carried - by lines of a different gauge, - by sea or inland waterway, - by road if there is no rail link; b) exceptional circumstances causing an exceptional increase in traffic or exceptional operating difficulties. The duration of the additional transit periods must appear in the General Conditions of Carriage. 4. The transit period shall start to run after the taking over of the goods; it shall be extended by the duration of a stay caused without any fault of the carrier. The transit period shall be suspended on</p>		<p>impossible for them to take such measures.</p>	

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

6.5. DEVIATION

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

6.6. DECK CARGO

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

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<p>is liable, irrespective of the provisions of article 6.1, for loss of or damage to the goods or delay in delivery that are exclusively the consequence of their carriage on deck.</p> <p>6.6.3 If the goods have been shipped in accordance with article 6.6.1(iii), the fact that particular goods are carried on deck must be included in the contract particulars. Failing this, the carrier has the burden of proving that carriage on deck complies with article 6.6.1(iii) and, if a negotiable transport document or a negotiable electronic record is issued, is not entitled to invoke that provision against a third party that has acquired such negotiable transport document or electronic record in good faith.</p> <p>6.6.4 If the carrier under this article 6.6 is liable for loss or damage to goods carried on deck or for delay in their delivery, its liability is limited to the extent provided for in articles 6.4 and 6.7; however, if the carrier and shipper expressly have agreed that the goods will be carried under deck, the carrier is not entitled to limit its liability for any loss of or damage to the goods that exclusively resulted from their carriage on deck.</p>		<p>the carrier, notwithstanding the provisions of paragraph 1 of article 5, is liable for loss of or damage to the goods, as well as for delay in delivery, resulting solely from the carriage on deck, and the extent of his liability is to be determined in accordance with the provisions of Article 6 or Article 8 of this Convention, as the case may be.</p> <p>4. Carriage of goods on deck contrary to express agreement for carriage under deck is deemed to be an act or omission of the carrier within the meaning of Article 8.</p>						

6.7. LIMITS OF LIABILITY

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<p>6.7-Limits of liability</p> <p>6.7.1. Subject to article 6.4.2 the carrier's liability for loss of or damage to or in connection with the goods is limited to [...] units of account per package or other shipping unit, or [...] units of account per kilogram of the gross weight of the goods lost or damaged, whichever is the higher, except where the nature and value of the goods has been declared by the shipper before shipment and included in the contract particulars, [or where a higher amount than the amount of limitation of liability set out in this article has been agreed upon between the carrier and the shipper.]</p> <p>6.7.2. When goods are carried in or on a container, the packages or shipping units enumerated in the contract particulars as packed in or on such container are deemed packages or shipping units. If not so enumerated, the goods in or on such container are deemed one shipping unit.</p> <p>6.7.3. The unit of account referred to in this article is the Special Drawing Right as defined by the International</p>	<p><i>Article 4</i></p> <p>5.a) 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 <u>666.67 units of account per package or unit or 2 units of account per kilogramme</u> of gross weight of the goods lost or damaged, whichever is the higher.</p> <p>b) The total amount recoverable shall be calculated by reference to the value of such goods at the place and time at which the goods are discharged from the ship in accordance with the contract or should have been so discharged. The value of the goods shall be fixed according to the commodity exchange price, or, if there be no such price, according to the current market price, or, if there be no commodity exchange price or current market price, by reference to the</p>	<p><i>Article 6-Limits of liability</i></p> <p>1.(a) The liability of the carrier for loss resulting from loss of or damage to goods according to the provisions of article 5 is limited to an amount equivalent to <u>835 units of account per package or other shipping unit or 2.5 units of account per kilogram of gross weight of the goods lost or damaged</u>, whichever is the higher.</p> <p>(b) The liability of the carrier for delay in delivery according to the provisions of article 5 is limited to an amount equivalent to two and a half times the freight payable for the goods delayed, but not exceeding the total freight payable under the contract of carriage of goods by sea.</p> <p>(c) In no case shall the aggregate liability of the carrier, under both subparagraphs (a) and (b) of this paragraph, exceed the limitation which would be established under subparagraph (a) of this paragraph for total loss of the goods with respect to which such liability was incurred.</p> <p>2. For the purpose of</p>	<p><i>Article 18-Limitation of liability</i></p> <p>1. When the multimodal transport operator is liable for loss resulting from loss of or damage to the goods according to article 16, his liability shall be limited to an amount not exceeding <u>920 units of account per package or other shipping unit or 2.75 units of account per kilogram</u> of gross weight of the goods lost or damaged, whichever is the higher.</p> <p>2. For the purpose of calculating which amount is the higher in accordance with paragraph 1 of this article, the following rules apply:</p> <p>(a) Where a container, pallet or similar article of transport is used to consolidate goods, the packages or other shipping units enumerated in the multimodal transport document as packed in such article of transport are deemed packages or shipping units. Except as aforesaid, the goods in such article of transport are deemed one shipping unit.</p> <p>(b) In cases where</p>	<p><i>Article 23</i></p> <p>3. Compensation shall not, however, exceed <u>8.33 units of account per kilogram</u> of gross weight short.</p> <p>4. In addition, the carriage charges, Customs duties and other charges incurred in respect of the carriage of the goods shall be refunded in full in case of total loss and in proportion to the loss sustained in case of partial loss, but no further damage shall be payable.</p> <p>5. In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such damage not exceeding the carriage charges.</p> <p>6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.</p> <p>7. The unit of account mentioned in this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amount mentioned in paragraph 3 of this article shall be converted into the</p>	<p><i>Article 30-Compensation for loss</i></p> <p>2. Compensation shall not exceed <u>17 units of account per kilogramme</u> of gross mass short.</p> <p>3. In case of loss of a railway vehicle running on its own wheels and consigned as goods, or of an intermodal transport unit, or of their removable parts, the compensation shall be limited, to the exclusion of all other damages, to the usual value of the vehicle or the intermodal transport unit, or their removable parts, on the day and at the place of loss. If it is impossible to ascertain the day or the place of the loss, the compensation shall be limited to the usual value on the day and at the place where the vehicle has been taken over by the carrier.</p> <p>4. The carrier must, in addition, refund the carriage charge, customs duties already paid and other sums paid in relation to the carriage of the goods lost except excise duties for goods carried under a procedure suspending those duties.</p>	<p><i>Article 20-Maximum limits of liability</i></p> <p>1. Subject to article 21 and paragraph 4 of the present article, and regardless of the action brought against him, the carrier shall under no circumstances be liable for amounts exceeding <u>666.67 units of account per package or other loading unit, or 2 units of account per kilogram</u> of weight, specified in the transport document, of the goods lost or damaged, whichever is the higher. If the package or other loading unit is a container and if there is no mention in the transport document of any package or loading unit consolidated in the container, the amount of 666.67 units of account shall be replaced by the amount of 1,500 units of account for the container without the goods it contains and, in addition, the amount of 25,000 units of account for the goods which are in the container.</p> <p>2. Where a container, pallet or similar article of</p>	<p><i>Article 22</i></p> <p>2.(b) In the carriage of cargo, the liability of the carrier is limited to a sum of <u>17 Special Drawing Rights per kilogramme</u>, 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 if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless he proves that the sum is greater than the consignor's actual interest in delivery at destination.</p> <p>5. The sums mentioned in francs in this Article shall be deemed to refer to a currency unit consisting of sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into national currencies in round figures. Conversion of the sums into national currencies other than gold shall, in case of judicial proceedings, be made according to the gold value of such currencies at the date of the judgment.</p>	<p><i>Article 22-Limits of Liability in Relation to Delay, Baggage and Cargo</i></p> <p>3. 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 <u>17 Special Drawing Rights per kilogramme</u>, 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 if the case so requires. In that case the carrier will be liable to pay a sum not exceeding the declared sum, unless it proves that the sum is greater than the consignor's actual interest in delivery at destination.</p> <p>4. In the case of destruction, loss, damage or delay of part of the cargo, or of any object contained therein, the weight to be taken into consideration in determining the amount to which the carrier's liability is limited shall be only the total weight of the "package or packages" concerned. Nevertheless, when the destruction,</p>

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

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	<p>accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of the national currency, in terms of the Special Drawing Right, of a State which is not a member of the International Monetary Fund, shall be calculated in a manner determined by that State. Nevertheless, a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of the preceding sentences may, at the time of ratification of the Protocol of 1979 or accession thereto or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in its territory shall be fixed as follows:</p> <p>i) in respect of the amount of 666.67 units of account mentioned in subparagraph a) of paragraph 5 of this Article, 10,000 monetary units;</p> <p>ii) in respect of the amount of 2 units of</p>	<p>referred to in Article 6 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in Article 6 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State which is a member of the International Monetary Fund is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of a national currency in terms of the Special Drawing Right of a Contracting State which is not a member of the International Monetary Fund is to be calculated in a manner determined by that State.</p> <p>2. Nevertheless, those States which are not members of the International</p>	<p>5. The aggregate liability of the multimodal transport operator, under paragraphs 1 and 4 or paragraphs 3 and 4 of this article, shall not exceed the limit of liability for total loss of the goods as determined by paragraph 1 or 3 of this article.</p> <p>6. By agreement between the multimodal transport operator and the consignor, limits of liability exceeding those provided for in paragraphs 1, 3 and 4 of this article may be fixed in the multimodal transport document.</p> <p>7. "Unit of account" means the unit of account mentioned in article 31.</p> <p>Article 31-Unit of account of monetary unit and conversion</p> <p>1. The unit of account referred to in article 18 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts referred to in article 18 shall be converted into the national currency of a State according to the value of such currency on the date of the judgement or award or the date agreed upon by the</p>	<p>or at any time thereafter, declare that the limit of liability provided for in paragraph 3 of this article to be applied in its territory shall be 25 monetary units. The monetary unit referred to in this paragraph corresponds to the 10/31 gram of gold of millesimal fineness nine hundred. The conversion shall be made according to the law of the State concerned.</p> <p>9. The calculation mentioned in the last sentence of paragraph 7 of this article and the conversion mentioned in paragraph 8 of this article shall be made in such a manner as to express in the national currency of the State as far as possible the same real value for the amount in paragraph 3 of this article as is expressed there in units of account. States shall communicate to the Secretary-General of the United Nations the manner of calculation pursuant to paragraph 7 of this article or the result of the conversion in paragraph 8 of this article as the case may be, when depositing an instrument referred to in Article 3 of the</p>	<p>case of total loss of the goods.</p> <p>6. If, in accordance with article 16 § 1, the transit period has been established by agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, the transit periods provided for in article 16 §§ 2 to 4 are exceeded, the person entitled may claim either the compensation provided for in the agreement mentioned above or that provided for in §§ 1 to 5.</p>	<p>mentioned in paragraph 1 do not apply:</p> <p>(a) where the nature and higher value of the goods or articles of transport have been expressly specified in the transport document and the carrier has not refuted those specifications, or</p> <p>(b) where the parties have expressly agreed to higher maximum limits of liability.</p> <p>5. The aggregate of the amounts of compensation recoverable from the carrier, the actual carrier and their servants and agents for the same loss shall not exceed overall the limits of liability provided for in this article.</p> <p>Article 28-Unit of account</p> <p>The unit of account referred to in article 20 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 20 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national</p>	<p>by that High Contracting Party. Nevertheless, those States which are not Members of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 2 (b) of Article 22 may, at the time of ratification or accession or at any time thereafter, declare that the limit of liability of the carrier in judicial proceedings in their territories is fixed at a sum of two hundred and fifty monetary units per kilogramme. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. This sum may be converted into the national currency concerned in round figures. The conversion of this sum into the national currency shall be made according to the law of the State concerned.</p>	<p>in accordance with its own law, in addition, the whole or part of the court costs and of the other expenses of the litigation incurred by the plaintiff, including interest. The foregoing provision shall not apply if the amount of the damages awarded, excluding court costs and other expenses of the litigation, does not exceed the sum which the carrier has offered in writing to the plaintiff within a period of six months from the date of the occurrence causing the damage, or before the commencement of the action, if that is later.</p> <p>Article 23-Conversion of Monetary Units</p> <p>1. The sums mentioned in terms of Special Drawing Right in this Convention shall be deemed to refer to the Special Drawing Right as defined by the International Monetary Fund. Conversion of the sums into national currencies shall, in case of judicial proceedings, be made according to the value of such currencies in terms of the Special Drawing Right at the date of the judgement. The</p>

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

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	<p>mentioned in sub-paragraph (a) of this paragraph, if embodied in the bill of lading, shall be prima facie evidence, but shall not be binding or conclusive on the carrier.</p> <p>g) By agreement between the carrier, master or agent of the carrier and the shipper other maximum amounts than those mentioned in sub-paragraph (a) of this paragraph may be fixed, provided that no maximum amount so fixed shall be less than the appropriate maximum mentioned in that sub-paragraph.</p> <p>h) 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 misstated by the shipper in the bill of lading.</p>	<p>as far as possible the same real value for the amounts in Article 6 as is expressed there in units of account. Contracting States must communicate to the depositary the manner of calculation pursuant to paragraph 1 of this Article, or the result of the conversion mentioned in paragraph 3 of this Article, as the case may be, at the time of signature or when depositing their instruments of ratification, acceptance, approval or accession, or when availing themselves of the option provided for in paragraph 2 of this Article and whenever there is a change in the manner of such calculation or in the result of such conversion.</p>	<p>applied in its territory shall be fixed as follows: with regard to the limits provided for in paragraph 1 of article 18, to 13,750 monetary units per package or other shipping unit or 41.25 monetary units per kilogram of gross weight of the goods, and with regard to the limit provided for in paragraph 3 of article 18, to 124 monetary units.</p> <p>3. The monetary unit referred to in paragraph 2 of this article corresponds to sixty-five and a half milligrams of gold of millesimal fineness nine hundred. The conversion of the amount referred to in paragraph 2 of this article into national currency shall be made according to the law of the State concerned.</p> <p>4. The calculation mentioned in the last sentence of paragraph 1 of this article and the conversion referred to in paragraph 3 of this article shall be made in such a manner as to express in the national currency of the Contracting State as far as possible the</p>	<p>interest in delivery in the case of loss or damage or of the agreed time-limit being exceeded, by entering such amount in the consignment note.</p> <p>2. If a declaration of a special interest in delivery has been made, compensation for the additional loss or damage proved may be claimed, up to the total amount of the interest declared, independently of the compensation provided for in articles 23, 24 and 25.</p> <p><i>Article 27</i></p> <p>1. The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall accrue from the date on which the claim was sent in writing to the carrier or, if no such claim has been made, from the date on which legal proceedings were instituted.</p> <p>2. When the amounts on which the calculation of the compensation is based are not expressed in the currency of the country in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the</p>				<p>territories; 62500 monetary units per passenger with respect to paragraph 1 of Article 22; 15000 monetary units per passenger with respect to paragraph 2 of article 22; and 250 monetary units per kilogramme with respect to paragraph 3 of article 22. This monetary unit corresponds to sixty-five and a half milligrammes of gold of millesimal fineness nine hundred. These sums may be converted into the national currency concerned in round figures. The conversion of these sums into national currency shall be made according to the law of the State concerned.</p> <p>3. The calculation mentioned in the last sentence of paragraph 1 of this article and the conversion method mentioned in paragraph 2 of this article shall be made in such manner as to express in the national currency of the State Party as far as possible the same real value for the amounts in articles 21 and 22 as would result from the application of the first three sentences of paragraph 1 of this article. States Parties</p>

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

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

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

6.8. LOSS OF THE RIGHT TO LIMIT LIABILITY

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

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

6.9. NOTICE OF LOSS, DAMAGE OR DELAY

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>6.9 Notice of loss, damage or delay</p> <p>6.9.1 The carrier is presumed, in absence of proof to the contrary, to have delivered the goods according to their description in the contract particulars unless notice of loss of or damage to or in connection with the goods, indicating the general nature of such loss or damage, was given to the carrier or the performing party who delivered the goods before or at the time of the delivery, or, if the loss or damage is not apparent, within three working days after the delivery of the goods. Such a notice is not required in respect of loss or damage that is ascertained in a joint inspection of the goods by the consignee and the carrier or the performing party against whom liability is being asserted.</p> <p>6.9.2 No compensation is payable under article 6.4 unless notice of such loss was given to the person against whom liability is being asserted within 21 consecutive days following delivery of the goods.</p> <p>6.9.3 When the notice referred to in this</p>	<p>Article 3</p> <p>6. Unless notice of loss or damage and the general nature of such loss or damage be given in writing to the carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery thereof under the contract of carriage, or, if the loss or damage be not apparent, within three days, such removal shall be prima facie evidence of the delivery by the carrier of the goods as described in the bill of lading.</p> <p>The notice in writing need not be given if the state of the goods has, at the time of their receipt, been the subject of joint survey or inspection.</p>	<p>Article 19-Notice of loss, damage or delay</p> <p>1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the carrier not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the carrier of the goods as described in the document of transport or, if no such document has been issued, in good condition.</p> <p>2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this Article apply correspondingly if notice in writing is not given within 15 consecutive days after the day when the goods were handed over to the consignee.</p> <p>3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties, notice in writing need not be given of loss or damage ascertained during such survey or inspection.</p>	<p>Article 24-Notice of loss, damage or delay</p> <p>1. Unless notice of loss or damage, specifying the general nature of such loss or damage, is given in writing by the multimodal transport operator not later than the working day after the day when the goods were handed over to the consignee, such handing over is prima facie evidence of the delivery by the multimodal transport operator of the goods as described in the multimodal transport document.</p> <p>2. Where the loss or damage is not apparent, the provisions of paragraph 1 of this article apply correspondingly if notice in writing is not given within six consecutive days after the day when the goods were handed over to the consignee.</p> <p>3. If the state of the goods at the time they were handed over to the consignee has been the subject of a joint survey or inspection by the parties or their authorised representatives at the place of</p>	<p>Article 30</p> <p>1. If the consignee takes delivery of the goods without duly checking their condition with the carrier or without sending him reservations giving a general indication of the loss or damage, not later than the time of delivery in the case of apparent loss or damage and within seven days of delivery, Sundays and public holidays excepted, in the case of loss or damage which is not apparent, the fact of this taking delivery shall be prima facie evidence that he has received the goods in the condition described in the consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing.</p> <p>2. When the condition of the goods has been duly checked by the consignee and the carrier, evidence contradicting the result of this checking shall only be admissible in the case of loss or damage which is not apparent and provided that the consignee has duly sent reservations in</p>	<p>Article 44-Persons who may bring an action against the carrier</p> <p>2. The right of the consignee to bring an action shall be extinguished from the time when the person designated by the consignee in accordance with Article 18 § 5 has taken possession of the consignment note, accepted the goods or asserted his rights pursuant to Article 17 § 3.</p>	<p>Article 23-Notice of damage</p> <p>1. The acceptance without reservation of the goods by the consignee is prima facie evidence of the delivery by the carrier of the goods in the same condition and quantity as when they were handed over to him for carriage.</p> <p>2. The carrier and the consignee may require an inspection of the condition and quantity of the goods on delivery in the presence of the two parties.</p> <p>3. Where the loss or damage to the goods is apparent, any reservation on the part of the consignee must be formulated in writing specifying the general nature of the damage, at latest at the time of delivery, unless the consignee and the carrier have jointly checked the condition of the goods.</p> <p>4. Where the loss or damage to the goods is not apparent, any reservation on the part of the consignee must be notified in writing specifying the general nature of the damage, at latest within 7 consecutive days from the time of</p>	<p>Article 26</p> <p>1. Receipt by the person entitled to delivery of luggage or goods without complaint is prima facie evidence that the same have been delivered in good condition and in accordance with the document of carriage.</p> <p>2. 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 seven days from the date of receipt in the case of baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his disposal.</p> <p>3. Every complaint must be made in writing upon the document of carriage or by separate notice in writing despatched within the times aforesaid.</p> <p>4. Failing complaint within the times aforesaid, no action shall lie against the carrier, save in the</p>	<p>Article 31-Timely Notice of Complaints</p> <p>1. Receipt by the person entitled to delivery of checked baggage or 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 the other means referred to in paragraph 2 of Article 3 and paragraph 2 of Article 4.</p> <p>2. 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 seven days from the date of receipt in the case of checked baggage and fourteen days from the date of receipt in the case of cargo. In the case of delay, the complaint must be made at the latest within twenty-one days from the date on which the baggage or cargo have been placed at his or her disposal.</p> <p>3. Every complaint must be made in writing and given or</p>

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

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

6.10. NON-CONTRACTUAL CLAIMS

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

LIVE ANIMALS

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

CHAPTER 7 – OBLIGATIONS OF THE SHIPPER

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p>Article 7-Obligations of the shipper</p> <p>7.1 Subject to the provisions of the contract of carriage, the shipper shall deliver the goods ready for carriage and in such condition that they will withstand the intended carriage, including their loading, handling, stowage, lashing and securing, and discharge, and that they will not cause injury or damage. In the event the goods are delivered in or on a container or trailer packed by the shipper, the shipper must stow, lash and secure the goods in or on the container or trailer in such a way that the goods will withstand the intended carriage, including loading, handling and discharge of the container or trailer, and that they will not cause injury or damage.</p> <p>7.2 The carrier shall provide to the shipper, on its request, such information as is within the carrier's knowledge, and instructions, that are reasonably necessary or of importance to the shipper in order to comply with its obligations under article 7.1.</p>	<p>Article 3(5)</p> <p>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. The right of the carrier to such indemnity shall in no way limit his responsibility and liability under the contract of carriage to any person other than the shipper.</p> <p>Article 4(3)</p> <p>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.</p> <p>Article 4(6)</p> <p>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, may at any time before discharge be landed at any</p>	<p>Article 12-General rule</p> <p>The shipper is not liable for loss sustained by the carrier or the actual carrier, or for damage sustained by the ship, unless such loss or damage was caused by the fault or neglect of the shipper, his servants or agents. Nor is any servant or agent of the shipper liable for such loss or damage unless the loss or damage was caused by fault or neglect on his part.</p> <p>Article 13-Special rules on dangerous goods</p> <p>1. The shipper must mark or label in a suitable manner dangerous goods as dangerous.</p> <p>2. Where the shipper hands over dangerous goods to the carrier or an actual carrier, as the case may be, the shipper must inform him of the dangerous character of the goods and, if necessary, of the precautions to be taken. If the shipper fails to do so and such carrier or actual carrier does not otherwise have knowledge of their dangerous character:</p> <p>(a) The shipper is liable to the carrier and any actual carrier</p>	<p>Article 12-Guarantee by the consignor</p> <p>1. The consignor shall be deemed to have guaranteed to the multimodal transport operator the accuracy, at the time the goods were taken in charge by the multimodal transport operator, of particulars relating to the general nature of the goods, their marks, number, weight and quantity and, if applicable, to the dangerous character of the goods, as furnished by him for insertion in the multimodal transport document.</p> <p>2. The consignor shall indemnify the multimodal transport operator against loss resulting from inaccuracies in or inadequacies of the particulars referred to in paragraph 1 of this article. The consignor shall remain liable even if the multimodal transport document has been transferred by him. The right of the multimodal transport operator to such indemnity shall in no way limit his liability under the multimodal transport contract to any</p>	<p>Article 7</p> <p>1. The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of the inaccuracy or inadequacy of:</p> <p>(a) The particulars specified in article 6, paragraph 1, (b), (d), (e), (f), (g), (h) and (j);</p> <p>(b) The particulars specified in article 6, paragraph 2;</p> <p>(c) Any other particulars or instructions given by him to enable the consignment note to be made out or for the purpose of their being entered therein.</p> <p>2. If, at the request of the sender, the carrier enters in the consignment note the particulars referred to in paragraph 1 of this article, he shall be deemed, unless the contrary is proved, to have done so on behalf of the sender.</p> <p>3. If the consignment note does not contain the statement specified in article 6, paragraph 1 (k), the carrier shall be liable for all expenses, loss and damage sustained through such omission by the person entitled to dispose of the goods.</p>	<p>Article 8-Responsibility for particulars entered on the consignment note</p> <p>1. The consignor shall be responsible for all costs, loss or damage sustained by the carrier by reason of</p> <p>a) the entries made by the consignor in the consignment note being irregular, incorrect, incomplete or made elsewhere than in the allotted space, or</p> <p>b) the consignor omitting to make the entries prescribed by RID.</p> <p>2. If, at the request of the consignor, the carrier makes entries on the consignment note, he shall be deemed, unless the contrary is proved, to have done so on behalf of the consignor.</p> <p>3. If the consignment note does not contain the statement provided for in Article 7 § 1, letter p), the carrier shall be liable for all costs, loss or damage sustained through such omission by the person entitled.</p> <p>Article 9-Dangerous goods</p> <p>If the consignor has failed to make the</p>	<p>Article 6-Obligations of the shipper</p> <p>1. The shipper shall be required to pay the amounts due under the contract of carriage.</p> <p>2. The shipper shall furnish the carrier in writing, before the goods are handed over, with the following particulars concerning the goods to be carried:</p> <p>(a) Dimensions, number or weight and stowage factor of the goods;</p> <p>(b) Marks necessary for identification of the goods;</p> <p>(c) Nature, characteristics and properties of the goods;</p> <p>(d) Instructions concerning the Customs or administrative regulations applying to the goods; and</p> <p>(e) Other necessary particulars to be entered in the transport document.</p> <p>The shipper shall also hand over to the carrier, when the goods are handed over, all the required accompanying documents.</p> <p>3. If the nature of the goods so requires, the shipper shall, bearing in mind the agreed transport operation, pack the goods in such a way as to prevent their loss or damage between the time they are taken over by the carrier and their delivery and so as</p>	<p>Article 10</p> <p>1. The consignor is responsible for the correctness of the particulars and statements relating to the cargo inserted by him or on his behalf in the air waybill or furnished by him or on his behalf to the carrier for insertion in the receipt for the cargo or for insertion in the record preserved by the other means referred to in paragraph 2 of article 5.</p> <p>2. The consignor shall indemnify the carrier against all damage suffered by him, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on his behalf.</p> <p>3. Subject to the provisions of paragraphs 1 and 2 of this article, the carrier shall indemnify the consignor against all damage suffered by him, or by any other person to whom the consignor is liable, by reason</p>	<p>Article 10-Responsibility for Particulars of Documentation</p> <p>1. 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 or furnished by it or on its behalf to the carrier for insertion in the cargo receipt or for insertion in the record preserved by the other means referred to in paragraph 2 of article 4. The foregoing shall also apply where the person acting on behalf of the consignor is also the agent of the carrier.</p> <p>2. The consignor shall indemnify the carrier against all damage suffered by it, or by any other person to whom the carrier is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements furnished by the consignor or on its behalf.</p> <p>3. Subject to the provisions of paragraphs 1 and 2 of this article, the carrier shall indem-</p>

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<p>7.3 The shipper shall provide to the carrier the information, instructions, and documents that are reasonably necessary for:</p> <p>(a) the handling and carriage of the goods, including precautions to be taken by the carrier or a performing party;</p> <p>(b) compliance with rules, regulations, and other requirements of authorities in connection with the intended carriage, including filings, applications, and licences relating to the goods;</p> <p>(c) the compilation of the contract particulars and the issuance of the transport documents or electronic records, including the particulars referred to in article 8.2.1(b) and (c), the name of the party to be identified as the shipper in the contract particulars, and the name of the consignee or order, unless the shipper may reasonably assume that such information is already known to the carrier.</p> <p>7.4 The information, instructions, and documents that the shipper and the carrier provide to each other under articles 7.2 and 7.3 must be given in a timely manner, and be</p>	<p>place, or destroyed or rendered innocuous by the carrier without compensation and the shipper of such goods shall be liable for all damage and expenses directly or indirectly arising out of or resulting from such shipment. If any such goods shipped with such knowledge and consent shall become a danger to the ship or cargo, they may in like manner be landed at any place, or destroyed or rendered innocuous by the carrier without liability on the part of the carrier except to general average if any.</p>	<p>for the loss resulting from the shipment of such goods, and</p> <p>(b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.</p> <p>3. The provisions of paragraph 2 of this article may not be invoked by any person if during the carriage he has taken the goods in his charge with knowledge of their dangerous character.</p> <p>4. If, in cases where the provisions of paragraph 2, subparagraph (b), of this article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the carrier is liable in accordance with the provisions of article 5.</p> <p>Article 17- Guarantees by the shipper</p> <p>1. The shipper is deemed to have</p>	<p>person other than the consignor.</p> <p>Article 22-General rule</p> <p>The consignor shall be liable for loss sustained by the multimodal transport operator if such loss is caused by the fault or neglect of the consignor, or his servants or agents when such servants or agents are acting within the scope of their employment.</p> <p>Any servant or agent of the consignor shall be liable for such loss if the loss is caused by fault or neglect on his part.</p> <p>Article 23-Special rules on dangerous goods</p> <p>1. The consignor shall mark or label in a suitable manner dangerous goods as dangerous.</p> <p>2. Where the consignor hands over dangerous goods to the multimodal transport operator or any person acting on his behalf, the consignor shall inform him of the dangerous character of the goods and, if necessary, the precautions to be taken. If the consignor fails to do so and the multimodal transport operator does not otherwise have knowledge of</p>	<p>Article 10</p> <p>The sender shall be liable to the carrier for damage to persons, equipment or other goods, and for any expenses due to defective packing of the goods, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p> <p>Article 11</p> <p>1. 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.</p> <p>2. 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.</p>	<p>entries prescribed by RID, the carrier may at any time unload or destroy the goods or render them innocuous, as the circumstances may require, without payment of compensation, save when he was aware of their dangerous nature on taking them over.</p> <p>Article 13-Loading and unloading of the goods</p> <p>1. The consignor and the carrier shall agree who is responsible for the loading and unloading of the goods. In the absence of such an agreement, for packages the loading and unloading shall be the responsibility of the carrier whereas for full wagon loads loading shall be the responsibility of the consignor and unloading, after delivery, the responsibility of the consignee.</p> <p>2. The consignor shall be liable for all the consequences of defective loading carried out by him and must in particular compensate the carrier for the loss or damage sustained in consequence by him. The burden of proof of defective loading shall lie on the carrier.</p>	<p>to ensure that they do not cause damage to the vessel or to other goods. According to what has been agreed with a view to carriage, the shipper shall also make provision for appropriate marking in conformity with the applicable international or national regulations or, in the absence of such regulations, in accordance with rules and practices generally recognized in inland navigation.</p> <p>4. Subject to the obligations to be borne by the carrier, the shipper shall load and stow the goods and secure them in accordance with inland navigation practice unless the contract of carriage specifies otherwise.</p> <p>Article 7-Dangerous and polluting goods</p> <p>1. If dangerous or polluting goods are to be carried, the shipper shall, before handing over the goods, and in addition to the particulars referred to in article 6, paragraph 2, inform the carrier clearly and in writing of the danger and the risks of pollution, inherent in the goods and of the precautions to be taken.</p> <p>2. Where the carriage of the dangerous or polluting goods requires an authorization, the shipper shall hand over the necessary docu-</p>	<p>of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on his behalf in the receipt for the cargo or in the record preserved by the other means referred to in paragraph 2 of article 5.</p> <p>Article 16</p> <p>1. The consignor must furnish such information and such documents as are necessary to meet the formalities of customs, octroi or police 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, his servants or agents.</p> <p>2. The carrier is under no obligation to enquire into the correctness or sufficiency of such information or documents.</p>	<p>nify the consignor against all damage suffered by it, or by any other person to whom the consignor is liable, by reason of the irregularity, incorrectness or incompleteness of the particulars and statements inserted by the carrier or on its behalf in the cargo receipt or in the record preserved by the other means referred to in paragraph 2 of article 4.</p>

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<p>accurate and complete.</p> <p>7.5 The shipper and the carrier are liable to each other, and the consignee, and the controlling party for any loss or damage caused by either party's failure to comply with its respective obligations under articles 7.2, 7.3, and 7.4.</p> <p>7.6 The shipper is liable to the carrier for any loss, damage, or injury caused by the goods and for a breach of its obligations under article 7.1, unless the shipper proves that such loss or damage was caused by events or through circumstances that a diligent shipper could not avoid or the consequences of which a diligent shipper was unable to prevent.</p> <p>7.7 If a person identified as "shipper" in the contract particulars, although not the shipper as defined in article 1.19, accepts the transport document or electronic record, then such person is (a) subject to the responsibilities and liabilities imposed on the shipper under this chapter and under article 11.5, and (b) entitled to the shipper's rights and immunities provided by this chapter and by chapter 13.</p>		<p>guaranteed to the carrier the accuracy of particulars relating to the general nature of the goods, their marks, number, weight and quantity as furnished by him for insertion in the bill of lading. The shipper must indemnify the carrier against the loss resulting from inaccuracies in such particulars. The shipper remains liable even if the bill of lading has been transferred by him. The right of the carrier to such indemnity in no way limits his liability under the contract of carriage by sea to any person other than the shipper.</p> <p>2. Any letter of guarantee or agreement by which the shipper undertakes to indemnify the carrier against loss resulting from the issuance of the bill of lading by the carrier, or by a person acting on his behalf, without entering a reservation relating to particulars furnished by the shipper for insertion in the bill of lading, or to the apparent condition of the goods, is void and of no effect as against any third party, including a consignee, to whom the bill of</p>	<p>their dangerous character:</p> <p>(a) The consignor shall be liable to the multimodal transport operator for all loss resulting from the shipment of such goods; and</p> <p>(b) The goods may at any time be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation.</p> <p>3. The provisions of paragraph 2 of this article may not be invoked by any person if during the multimodal transport he has taken the goods in his charge with knowledge of their dangerous character.</p> <p>4. If, in cases where the provisions of paragraph 2 (b) of this article do not apply or may not be invoked, dangerous goods become an actual danger to life or property, they may be unloaded, destroyed or rendered innocuous, as the circumstances may require, without payment of compensation except where there is an obligation to contribute in general average or where the multimodal transport operator is liable in accordance with the</p>	<p><i>Article 22</i></p> <p>1. When the sender hands goods of a dangerous nature to the carrier, he shall inform the carrier of the exact nature of the danger and indicate if necessary, precautions to be taken. If this information has not been entered in the consignment note, the burden of proving, by some other means, that the carrier knew the exact nature of the danger constituted by the carriage of the said goods shall rest upon the sender or the consignee.</p> <p>2. Goods of a dangerous nature which, in the circumstance referred to in paragraph 1 of this article, the carrier did not know were dangerous, may, at any time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation; further, the sender shall be liable for all expenses, loss or damage arising out of their handing over for carriage or of their carriage.</p>	<p><i>Article 14-Packing</i></p> <p>The consignor shall be liable to the carrier for any loss or damage and costs due to the absence of, or defects in, the packing of goods, unless the defectiveness was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p>	<p>ments at latest when handing over the goods.</p> <p>3. Where the continuation of the carriage, the discharge or the delivery of the dangerous or polluting goods is rendered impossible owing to the absence of an administrative authorization, the shipper shall bear the costs incurred by the carrier for the return of the goods to the port of loading or a nearer place, where the goods may be discharged and delivered or disposed of.</p> <p>4. In the event of immediate danger to life, property or the environment, the carrier shall be entitled to unload the goods, to render them innocuous or, provided that such a measure is not disproportionate to the danger they represent, to destroy them, even if, before they were taken over, he was informed or was apprised by other means of the nature of the danger or the risks of pollution inherent in the goods.</p> <p>5. Where the carrier is entitled to take the measures referred to in paragraphs 3 or 4 above, he may claim compensation for damages.</p> <p><i>Article 8-Liability of the shipper</i></p> <p>1. The shipper shall, even if no fault can be attributed to him, be liable for all the</p>		

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

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

CHAPTER 8 – TRANSPORT DOCUMENTS AND ELECTRONIC RECORDS

8.1. ISSUANCE OF THE TRANSPORT DOCUMENT OR THE ELECTRONIC RECORD

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

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<p>custom, usage or practice in the trade not to use one.</p> <p>8.2 Contract Particulars</p> <p>8.2.3 Signature</p> <p>(a) A transport document shall be signed by or for the carrier or a person having authority from the carrier.</p> <p>(b) An electronic record shall be authenticated by the electronic signature of the carrier or a person having authority from the carrier. For the purpose of this provision such electronic signature means data in electronic form included in, or otherwise logically associated with, the electronic record and that is used to identify the signatory in relation to the electronic record and to indicate the carrier's authorization of the electronic record.</p>	<p>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.</p> <p>7. After the goods are loaded the bill of lading to be issued by the carrier, master, or agent of the carrier to the shipper shall, if the shipper so demands, be a "shipped" bill of lading, provided that if the shipper shall have previously taken up any document of title to such goods, he shall surrender the same as against the issue of the "shipped" bill of lading, but at the option of the carrier such document of title may be noted at the port of shipment by the carrier, master or agent with the name or names of the ship or ships upon which the goods have been shipped and the date or dates of shipment, and when so noted, if it shows the particulars mentioned in paragraph 3 of Article 3, shall for the purpose of this Article be deemed to constitute a "shipped" bill of lading.</p>	<p>required under paragraph 1 of this Article, must state that the goods are on board a named ship or ships, and the date or dates of loading. If the carrier has previously issued to the shipper a bill of lading or other document of title with respect to any of such goods, on request of the carrier, the shipper must surrender such document in exchange for a "shipped" bill of lading. The carrier may amend any previously issued document in order to meet the shipper's demand for a "shipped" bill of lading if, as amended, such document includes all the information required to be contained in a "shipped" bill of lading.</p> <p>3. The absence in the bill of lading of one or more particulars referred to in this Article does not affect the legal character of the document as a bill of lading provided that it nevertheless meets the requirements set out in paragraph 7 of Article 1.</p> <p>Article 18- Documents other than bills of lading</p> <p>Where a carrier issues a document other than a bill of lading to evidence the receipt</p>	<p>particulars stated in article 8 to be contained in the multimodal transport document. In such a case the multimodal transport operator, after having taken the goods in charge, shall deliver to the consignor a readable document containing all the particulars so recorded, and such document shall for the purposes of the provisions of this Convention be deemed to be a multimodal transport document.</p>	<p>carrier shall have the right to require a separate consignment note to be made out for each vehicle used, or for each kind or lot of goods.</p>	<p>agreement between the consignor and the carrier, a consignment note may not relate to more than one wagon load.</p> <p>7. In the case of carriage which enters the customs territory of the European Community or the territory on which the common transit procedure is applied, each consignment must be accompanied by a consignment note satisfying the requirements of Article 7.</p> <p>8. The international associations of carriers shall establish uniform model consignment notes in agreement with the customers' international associations and the bodies having competence for customs matters in the Member States as well as any inter-governmental regional economic integration organisation having competence to adopt its own customs legislation.</p> <p>9. The consignment note and its duplicate may be established in the form of electronic data registration which can be transformed into legible written symbols. The procedure used for the registration and treatment of data</p>		<p>be marked "for the carrier"; it shall be signed by the consignor. The second part shall be marked "for the consignee"; it shall be signed by the consignor and by the carrier. The third part shall be signed by the carrier and handed by him to the consignor after the cargo has been accepted.</p> <p>3. The signature of the carrier and that of the consignor may be printed or stamped.</p> <p>4. If, at the request of the consignor, the carrier makes out the air waybill, he shall be deemed, subject to proof to the contrary, to have done so on behalf of the consignor.</p> <p>Article 7</p> <p>When there is more than one package:</p> <p>(a) the carrier of cargo has the right to require the consignor to make out separate air waybills;</p> <p>(b) the consignor has the right to require the carrier to deliver separate receipts when the other means referred to in paragraph 2 of Article 5 are used.</p>	

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		of the goods to be carried, such a document is prima facie evidence of the conclusion of the contract of carriage by sea and the taking over by the carrier of the goods as therein described.			must be equivalent from the functional point of view, particularly so far as concerns the evidential value of the consignment note represented by those data.			

8.2. CONTRACT PARTICULARS

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

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<p>(f) the date: (i) on which the carrier or a performing party received the goods, or (ii) on which the goods were loaded on board the vessel, or (iii) on which the transport document or electronic record was issued. 8.2.2 The phrase “apparent order and condition of the goods” in article 8.2.1 refers to the order and condition of the goods based on (a) a reasonable external inspection of the goods as packaged at the time the shipper delivers them to the carrier or a performing party and (b) any additional inspection that the carrier or a performing party actually performs before issuing the transport document or the electronic record. 8.2.3-Signature (a) A transport document shall be signed by or for the carrier or a person having authority from the carrier. (b) An electronic record shall be authenticated by the electronic signature of the carrier or a person having authority from the carrier. For the purpose of this provision such electronic signature means data in</p>	<p>c) The apparent order and conditions 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.</p>	<p>goods were taken over by the carrier at the port of loading; (g) the port of discharge under the contract of carriage by sea; (h) the number of originals of the bill of lading, if more than one; (i) the place of issuance of the bill of lading; (j) the signature of the carrier or a person acting on his behalf; (k) the freight to the extent payable by the consignee or other indication that freight is payable by him; (l) the statement referred to in paragraph 3 of article 23; (m) the statement, if applicable, that the goods shall or may be carried on deck; (n) the date or the period of delivery of the goods at the port of discharge if expressly agreed upon between the parties; and (o) any increased limit or limits of liability where agreed in accordance with paragraph 4 of article 6.</p>	<p>(f) The place and date of taking in charge of the goods by the multimodal transport operator; (g) The place of delivery of the goods; (h) The date or the period of delivery of the goods at the place of delivery, if expressly agreed upon between the parties; (i) A statement indicating whether the multimodal transport document is negotiable or non-negotiable; (j) The place and date of issue of the multimodal transport document; (k) The signature of the multimodal transport operator or of a person having authority from him; (l) The freight for each mode of transport, if expressly agreed between the parties, or the freight, including its currency, to the extent payable by the consignee or other indication that freight is payable by him; (m) The intended journey route, modes of transport and places of transshipment, if known at the time of issuance of the multimodal transport document;</p>	<p>the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery); (j) The requisite instructions for Customs and other formalities; (k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention. 2. Where applicable, the consignment note shall also contain the following particulars: (a) A statement that trans-shipment is not allowed; (b) The charges which the sender undertakes to pay; (c) The amount of “cash on delivery” charges; (d) A declaration of the value of the goods and the amount representing special interest in delivery; (e) The sender's instructions to the carrier regarding insurance of the goods; (f) The agreed time limit within which the carriage is to be carried out; (g) A list of the documents handed to the carrier. 3. The parties may</p>	<p>dangerous goods, the description provided for in the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID); i) the number of packages and the special marks and numbers necessary for the identification of consignments in less than full wagon loads; j) the number of the wagon in the case of carriage of full wagon loads; k) the number of the railway vehicle running on its own wheels, if it is handed over for carriage as goods; l) in addition, in the case of intermodal transport units, the category, the number or other characteristics necessary for their identification; m) the gross mass or the quantity of the goods expressed in other ways; n) a detailed list of the documents which are required by customs or other administrative authorities and are attached to the consignment note or held at the disposal of the carrier at the offices of a duly designated authority or a body designated in the contract;</p>	<p>the requirements in force or, otherwise, their general name; (f) The dimensions, number or weight as well as the identification marks of the goods taken on board or taken over for the purpose of carriage; (g) The statement, if applicable, that the goods shall or may be carried on deck or on board open vessels; (h) The agreed provisions concerning freight; (i) For consignment notes, the specification as to whether it is an original or a copy; for bills of lading, the number of originals; (j) The place and date of issue. The legal character of a transport document in the sense of article 1, paragraph 6, of this Convention is not affected by the absence of one or more particulars referred to in this paragraph.</p>		

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

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					mentioned in § 1, letter n) handed over to the carrier; h) the entries made by the consignor concerning the number and description of seals he has affixed to the wagon. 3. The parties to the contract may enter on the consignment note any other particulars they consider useful.			

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

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

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

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

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

8.4. DEFICIENCIES IN THE CONTRACT PARTICULARS

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><i>8.4-Deficiencies in the contract particulars</i> 8.4.1-Date If the contract particulars include the date but fail to indicate the significance thereof, then the date is considered to be: (a) if the contract particulars indicate that the goods have been loaded on board a vessel, the date on which all of the goods indicated in the transport document or electronic record were loaded on board the vessel; or (b) if the contract particulars do not indicate that the goods have been loaded on board a vessel, the date on which the carrier or a performing party received the goods. <i>8.4.2. Failure to identify the carrier</i> If the contract particulars fail to identify the carrier but indicate that the goods have been loaded on board a named vessel, then the registered owner of the vessel is presumed to be the carrier. The registered owner can defeat this presumption if it proves that the ship was under a bareboat charter at the time of the carriage which transfers contractual responsibility for the carriage of the</p>		<p><i>Article 15-Contents of bill of lading</i> 3. The absence in the bill of lading of one or more particulars referred to in this article does not affect the legal character of the document as a bill of lading provided that it nevertheless meets the requirements set out in paragraph 7 of article 1.</p>	<p><i>Article 8-Contents of the multimodal transport document</i> 2. The absence from the multimodal transport document of one or more of the particulars referred to in paragraph 1 of this article shall not affect the legal character of the document as a multimodal transport document provided that it nevertheless meets the requirements set out in paragraph 4 of article 1.</p>	<p><i>Article 4</i> 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 which shall remain subject to the provisions of this Convention.</p>	<p><i>Article 6-Contract of carriage</i> 2. The contract of carriage must be confirmed by a consignment note which accords with a uniform model. However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.</p>	<p><i>Article 11-Nature and content</i> 1. For each carriage governed by this Convention the carrier shall issue a transport document; he shall issue a bill of lading only if the shipper so requests and if it has been so agreed before the goods were loaded or before they were taken over for carriage. The lack of a transport document or the fact that it is incomplete shall not affect the validity of the contract of carriage.</p>	<p><i>Article 9</i> Non-compliance with the provisions of articles 5 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, none the less, be subject to the rules of this Convention including those relating to limitation of liability.</p>	<p><i>Article 9-Non-compliance with Documentary Requirements</i> Non-compliance with the provisions of articles 4 to 8 shall not affect the existence or the validity of the contract of carriage, which shall, nonetheless, be subject to the rules of this Convention including those relating to limitation of liability.</p>

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<p>goods to an identified bareboat charterer. If the registered owner defeats the presumption that it is the carrier under this article, then the bareboat charterer at the time of the carriage is presumed to be the carrier in the same manner as that in which the registered owner was presumed to be the carrier.]</p> <p><i>8.4.3-Apparent order and condition</i></p> <p>If the contract particulars fail to state the apparent order and condition of the goods at the time the carrier or a performing party receives them from the shipper, the transport document or electronic record is either prima facie or conclusive evidence under article 8.3.3, as the case may be, that the goods were in apparent good order and condition at the time the shipper delivered them to the carrier or a performing party.</p>								

CHAPTER 9 – FREIGHT

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

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

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<p>for the payment of the freight.</p> <p>9.5(a) [Notwithstanding any agreement to the contrary,] if and to the extent that under national law applicable to the contract of carriage the consignee is liable for the payments referred to below, the carrier is entitled to retain the goods until payment of</p> <p>(i) freight, deadfreight, demurrage, damages for detention and all other reimbursable costs incurred by the carrier in relation to the goods,</p> <p>(ii) any damages due to the carrier under the contract of carriage,</p> <p>(iii) any contribution in general average due to the carrier relating to the goods</p> <p>has been effected, or adequate security for such payment has been provided.</p> <p>(b) If the payment as referred to in paragraph (a) of this article is not, or is not fully, effected, the carrier is entitled to sell the goods (according to the procedure, if any, as provided for in the applicable national law) and to satisfy the amounts payable to it (including the costs of such recourse) from the proceeds of such sale. Any balance remaining from the proceeds of such sale shall be made available to the consignee.</p>								

CHAPTER 10 – DELIVERY TO THE CONSIGNEE

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

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

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

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

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

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

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<p>goods at the place of destination, if any, or to the consignee, or otherwise to the controlling party or the shipper that the goods have arrived at the place of destination.</p> <p><i>10.4.3</i> When exercising its rights referred to in article 10.4.1, the carrier or performing party acts as an agent of the person entitled to the goods, but without any liability for loss or damage to these goods, unless the loss or damage results from [a personal act or omission of the carrier done with the intent to cause such loss or damage, or recklessly, with the knowledge that such loss or damage probably would result].</p>								

CHAPTER 11 – RIGHT OF CONTROL

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

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

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<p>the carrier. If more than one original of that document was issued, all originals shall be produced.</p> <p>(iv) Any instructions as referred to in article 11.1(ii), (iii), and (iv) given by the holder upon becoming effective in accordance with article 11.3 shall be stated on the negotiable transport document.</p> <p>(c) When a negotiable electronic record is issued:</p> <p>(i) The holder is the sole controlling party and is entitled to transfer the right of control to another person by passing the negotiable electronic record in accordance with the rules of procedure referred to in article 2.4, upon which transfer the transferor loses its right of control.</p> <p>(ii) In order to exercise the right of control, the holder shall, if the carrier so requires, demonstrate, in accordance with the rules of procedure referred to in article 2.4, that it is the holder.</p> <p>(iii) Any instructions as referred to in article 11.1, (ii), (iii), and (iv) given by the holder upon becoming effective in accordance with article 11.3 shall be stated in the electronic record.</p> <p>(d) Notwithstanding the provisions of article 12.4, a person, not being the shipper or</p>				<p>under the conditions provided for in this article or who has carried them out without requiring the first copy of the consignment note to be produced, shall be liable to the person entitled to make a claim for any loss or damage caused thereby.</p>	<p>of the consignment note on which the modifications have to be entered.</p> <p>2. The consignor or, in the case referred to in article 18 § 3, the consignee must compensate the carrier for the costs and the prejudice arising from the carrying out of subsequent modifications.</p> <p>3. The carrying out of the subsequent modifications must be possible, lawful and reasonable to require at the time when the orders reach the person who is to carry them out, and must in particular neither interfere with the normal working of the carrier's undertaking nor prejudice the consignors or consignees of other consignments.</p> <p>4. The subsequent modifications must not have the effect of splitting the consignment.</p> <p>5. When, by reason of the conditions provided for in § 3, the carrier cannot carry out the orders which he receives he shall immediately notify the person from whom the orders emanate.</p> <p>6. In the case of fault of the carrier he shall be liable for the consequences of failure to carry out an</p>			

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<p>the person referred to in article 7.7, that transferred the right of control without having exercised that right, shall upon such transfer be discharged from the liabilities imposed on the controlling party by the contract of carriage or by this instrument.</p> <p>3.(a) Subject to the provisions of paragraphs (b) and (c) of this article, if any instruction mentioned in article 11.1(i), (ii), or (iii) (i) can reasonably be executed according to its terms at the moment that the instruction reaches the person to perform it;</p> <p>(ii) will not interfere with the normal operations of the carrier or a performing party; and</p> <p>(iii) would not cause any additional expense, loss, or damage to the carrier, the performing party, or any person interested in other goods carried on the same voyage, then the carrier shall execute the instruction.</p> <p>If it is reasonably expected that one or more of the conditions mentioned in clauses (1), (2), and (3) of this paragraph is not satisfied, then the carrier is under no obligation to execute the instruction.</p> <p>(b) In any event, the controlling party shall indemnify the carrier, performing parties, and any persons interested in</p>					<p>order or failure to carry it out properly. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.</p> <p>7. If the carrier implements the consignor's subsequent modifications without requiring the production of the duplicate of the consignment note, the carrier shall be liable to the consignee for any loss or damage sustained by him if the duplicate has been passed on to the consignee.</p> <p>Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.</p>			

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<p>other goods carried on the same voyage against any additional expense, loss, or damage that may occur as a result of executing any instruction under this article.</p> <p>(c) If a carrier (i) reasonably expects that the execution of an instruction under this article will cause additional expense, loss, or damage; and (ii) is nevertheless willing to execute the instruction, then the carrier is entitled to obtain security from the controlling party for the amount of the reasonably expected additional expense, loss, or damage.</p> <p>4. Goods that are delivered pursuant to an instruction in accordance with article 11.1(ii) are deemed to be delivered at the place of destination and the provisions relating to such delivery, as laid down in article 10, are applicable to such goods.</p> <p>5. If during the period that the carrier holds the goods in its custody, the carrier reasonably requires information, instructions, or documents in addition to those referred to in article 7.3(a), it shall seek such information, instructions, or documents from the controlling party. If the carrier, after reasonable effort, is unable to identify and find the</p>								

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<p>controlling party, or the controlling party is unable to provide adequate information, instructions, or documents to the carrier, the obligation to do so shall be on the shipper or the person referred to in article 7.7.</p> <p>6. The provisions of articles 11.1 (ii) and (iii), and 11.3 may be varied by agreement between the parties. The parties may also restrict or exclude the transferability of the right of control referred to in article 11.2 (a) (ii). If a transport document or an electronic record is issued, any agreement referred to in this paragraph must be stated in the contract particulars.</p>								

CHAPTER 12 – TRANSFER OF RIGHTS

INSTRUMENT	HAGUE-VISBY HAMBURG MULTIMODAL CMR COTIF-CIM 1999 CMNI WARSAW MONTREAL
<p style="text-align: center;"><i>Article 12-Transfer of rights</i></p> <p>12.1.1 If a negotiable transport document is issued, the holder is entitled to transfer the rights incorporated in such document by passing such document to another person,</p> <p>(i) if an order document, duly endorsed either to such other person or in blank, or,</p> <p>(ii) if a bearer document or a blank endorsed document, without endorsement, or,</p> <p>(iii) if a document made out to the order of a named party and the transfer is between the first holder and such named party, without endorsement.</p> <p>12.1.2. If a negotiable electronic record is issued, its holder is entitled to transfer the rights incorporated in such electronic record, whether it be made out to order or to the order of a named party, by passing the electronic record in accordance with the rules of procedure referred to in article 2.4.</p> <p>12.2.1. Without prejudice to the provisions of article 11.5, any holder that is not the shipper and that does not exercise any right under the contract of carriage, does not assume any liability under the contract of carriage solely by reason of becoming a holder.</p> <p>12.2.2. Any holder that is not the shipper and that exercises any right under the contract of carriage, assumes any liabilities imposed on it under the contract of carriage to the extent that such liabilities are incorporated in or ascertainable from the negotiable transport document or the negotiable electronic record.</p> <p>12.2.3. Any holder that is not the shipper and that</p> <p>(i) under article 2.2 agrees with the carrier to replace a negotiable transport document by a negotiable electronic record or to replace a negotiable electronic record by a negotiable transport document, or</p> <p>(ii) under article 12.1 transfers its rights,</p> <p>does not exercise any right under the contract of carriage for the purpose of the articles 12.2.1 and 12.2.2.</p> <p>12.3. The transfer of rights under a contract of carriage, pursuant to which no negotiable transport document or no negotiable electronic record is issued shall be effected in accordance with the provisions of the national law applicable to the contract of carriage relating to transfer of rights. Such transfer of rights may be effected by means of electronic communication. A transfer of the right of control cannot be completed without a notification of such transfer to the carrier by the transferor or the transferee.</p> <p>12.4. If the transfer of rights under a contract of carriage, pursuant to which no negotiable transport document or no negotiable electronic record has been issued, includes the transfer of liabilities that are connected to or flow from the right that is transferred, the transferor and the transferee are jointly and severally liable in respect of such liabilities.</p>	<p><i>There are no corresponding provisions in any other Transport Convention</i></p>

CHAPTER 13 –RIGHTS OF SUIT

INSTRUMENT	COTIF-CIM 1999
<p align="center"><i>Article 13- Rights of suit</i></p> <p>13.1 Without prejudice to articles 13.2 and 13.3, rights under the contract of carriage may be asserted against the carrier or a performing party only by:</p> <p>(i) the shipper,</p> <p>(ii) the consignee,</p> <p>(iii) any third party to which the shipper or the consignee has assigned its rights, depending on which of the above parties suffered the loss or damage in consequence of a breach of the contract of carriage,</p> <p>(iv) any third party that has acquired rights under the contract of carriage by subrogation under the applicable national law, such as an insurer.</p> <p>In case of any passing of rights of suit through assignment or subrogation as referred to above, the carrier and the Performing Party are entitled to all defences and limitations of liability that are available to it against such third party under the contract of carriage and under this instrument.</p> <p>13.2 In the event that a negotiable transport document or negotiable electronic record is issued, the holder is entitled to assert rights under the contract of carriage against the carrier or a performing party, without having to prove that it itself has suffered loss or damage. If such holder did not suffer the loss or damage itself, it is deemed to act on behalf of the party that suffered such loss or damage.</p> <p>13.3 In the event that a negotiable transport document or negotiable electronic record is issued and the claimant is one of the persons referred to in article 13.1 without being the holder, such claimant must, in addition to its burden of proof that it suffered loss or damage in consequence of a breach of the contract of carriage, prove that the holder did not suffer such loss or damage.</p>	<p align="center"><i>Article 43-Claims</i></p> <p>1. Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.</p> <p>2. A claim may be made by persons who have the right to bring an action against the carrier.</p> <p>3. To make the claim the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods.</p> <p>4. To make the claim the consignee must produce the consignment note if it has been handed over to him.</p> <p>5. The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim must be produced either in the original or as copies, the copies, where appropriate, duly certified if the carrier so requests.</p> <p>6. On settlement of the claim the carrier may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.</p> <p align="center"><i>Article 44-Persons who may bring an action against the carrier</i></p> <p>1. Subject to §§ 3 and 4 actions based on the contract of carriage may be brought:</p> <p>a) by the consignor, until such time as the consignee has</p> <ol style="list-style-type: none"> 1. taken possession of the consignment note, 2. accepted the goods, or 3. asserted his rights pursuant to article 17 § 3 or article 18 § 3; <p>b) by the consignee, from the time when he has</p> <ol style="list-style-type: none"> 1. taken possession of the consignment note, 2. accepted the goods, or 3. asserted his rights pursuant to article 17 § 3 or article 18 § 3. <p>3. An action for the recovery of a sum paid pursuant to the contract of carriage may only be brought by the person who made the payment.</p> <p>4. An action in respect of cash on delivery payments may only be brought by the consignor.</p> <p>5. In order to bring an action the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods. If necessary, the consignor must prove the absence or the loss of the consignment note.</p> <p>6. In order to bring an action the consignee must produce the consignment note if it has been handed over to him.</p> <p align="center"><i>Article 45-Carriers against whom an action may be brought</i></p> <p>1. Subject to §§ 3 and 4 actions based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.</p> <p>2. When, in the case of carriage performed by successive carriers, the carrier who must deliver the goods is entered with his consent on the consignment note, an action may be brought against him in accordance with § 1 even if he has received neither the goods nor the consignment note.</p> <p>3. An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.</p> <p>4. An action in respect of cash on delivery payments may be brought only against the carrier who has taken over the goods at the place of consignment.</p> <p>5. An action may be brought against a carrier other than those specified in §§ 1 to 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.</p> <p>6. To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.</p> <p>7. If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against any one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.</p>

CHAPTER 14 – TIME FOR SUIT

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

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

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

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					<p>period.</p> <p>3. The period of limitation shall be suspended by a claim in writing in accordance with article 43 until the day that the carrier rejects the claim by notification in writing and returns the documents submitted with it. If part of the claim is admitted, the period of limitation shall start to run again in respect of the part of the claim still in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall lie on the party who relies on those facts. The period of limitation shall not be suspended by further claims having the same object.</p> <p>4. A right of action which has become time-barred may not be exercised further, even by way of counter-claim or relied upon by way of exception.</p> <p>5. Otherwise, the suspension and interruption of periods of limitation shall be governed by national law.</p>			

CHAPTER 15 – GENERAL AVERAGE

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

CHAPTER 16 – OTHER CONVENTIONS

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

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

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

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

CHAPTER 17 – LIMITS OF CONTRACTUAL FREEDOM

INSTRUMENT	HAGUE-VISBY	HAMBURG	MULTIMODAL	CMR	COTIF-CIM 1999	CMNI	WARSAW	MONTREAL
<p><i>Article 17-Limits of contractual freedom</i></p> <p>17.1(a) Unless otherwise specified in this instrument, any contractual stipulation that derogates from the provisions of this instrument are null and void, if and to the extent it is intended or has as its effect, directly or indirectly, to exclude, [or] limit [, or increase] the liability for breach of any obligation of the carrier, a performing party, the shipper, the controlling party, or the consignee under the provisions of this instrument.</p> <p>(b) [Notwithstanding paragraph (a), the carrier or a performing party may increase its responsibilities and its obligations under this instrument.]</p> <p>(c) Any stipulation assigning a benefit of insurance of the goods in favour of the carrier is null and void.</p> <p>17.2 Notwithstanding the provisions of chapters 5 and 6 of this instrument, both the carrier and any performing party may by the terms of the contract of carriage exclude or limit their liability for loss or damage to the goods if (a) the goods are live animals, or</p>	<p><i>Article 3(8)</i></p> <p>Any clause, covenant, or agreement in a contract of carriage relieving the carrier or the ship from liability for loss or damage to, or in connection with, goods arising from negligence, fault, or failure in the duties and obligations provided in this article or lessening such liability otherwise than as provided in this convention, shall be null and void and of no effect. A benefit of insurance in favour of the carrier or similar clause shall be deemed to be a clause relieving the carrier from liability.</p> <p><i>Article 5</i></p> <p>A carrier shall be at liberty to surrender in whole or in part all or any of his rights and immunities or to increase any of his responsibilities and obligations under this convention, provided such surrender or increase shall be embodied in the bill of lading issued to the shipper. The provisions of this convention shall not be applicable to charter parties, but if bills of lading are issued in the case of a ship under a charter party</p>	<p><i>Article 23-Contractual stipulations</i></p> <p>1. Any stipulation in a contract of carriage by sea, in a bill of lading, or in any other document evidencing the contract of carriage by sea is null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. 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. A clause assigning benefit of insurance of the goods in favour of the carrier, or any similar clause, is null and void.</p> <p>2. Notwithstanding the provisions of paragraph 1 of this article, a carrier may increase his responsibilities and obligations under this Convention.</p> <p>3. Where a bill of lading or any other document evidencing the contract of carriage by sea is issued, it must contain a statement that the carriage is subject to the provisions of this Convention which nullify any</p>	<p><i>Article 3-Mandatory application</i></p> <p>1. When a multimodal transport contract has been concluded which according to article 2 shall be governed by this Convention, the provisions of this Convention shall be mandatorily applicable to such contract.</p> <p>2. Nothing in this Convention shall affect the right of the consignor to choose between multimodal transport and segmented transport.</p> <p><i>Article 28-Contractual stipulations</i></p> <p>1. Any stipulation in a multimodal transport contract or multimodal transport document shall be null and void to the extent that it derogates, directly or indirectly, from the provisions of this Convention. The nullity of such a stipulation shall not affect the validity of other provisions of the contract or document of which it forms a part. A clause assigning benefit of insurance of the goods in favour of the multimodal transport operator or any similar clause shall</p>	<p><i>Article 40</i></p> <p>Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.</p> <p><i>Article 41</i></p> <p>1. Subject to the provisions of article 40, any stipulation which would directly or indirectly derogate from the provisions of this Convention shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract.</p> <p>2. In particular, a benefit of insurance in favour of the carrier or any other similar clause, or any clause shifting the burden of proof shall be null and void.</p>	<p><i>Article 5-Mandatory law</i></p> <p>Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage. Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules.</p>	<p><i>Article 25-Nullity of contractual stipulations</i></p> <p>1. Subject to the provisions of article 20, paragraph 4, any contractual stipulation intended to exclude, limit or increase the liability, within the meaning of this Convention, of the carrier, the actual carrier or their servants or agents, shift the burden of proof or reduce the periods for claims or limitations referred to in articles 23 and 24 shall be null and void. Any stipulation assigning a benefit of insurance of the goods in favour of the carrier is also null and void.</p> <p>2. Notwithstanding the provisions of paragraph 1 of the present article and without prejudice to article 21, contractual stipulations shall be authorized specifying that the carrier or the actual carrier is not responsible for losses arising from:</p> <p>(a) An act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tug during navigation or in the formation or dissolution of a</p>	<p><i>Article 23</i></p> <p>1. Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.</p> <p>2. Paragraph 1 of this article shall not apply to provisions governing loss or damage resulting from the inherent defect, quality or vice of the cargo carried.</p> <p><i>Article 32</i></p> <p>Any clause contained in the contract and all special agreements entered into before the damage occurred by which the parties purport to infringe the rules laid down by this Convention, whether by deciding the law to be applied, or by altering the rules as to jurisdiction, shall be null and void. Nevertheless for the carriage of goods arbitration clauses are allowed, subject to this Convention, if the arbitration is to take place within one of</p>	<p><i>Article 26-Invalidity of Contractual Provisions</i></p> <p>Any provision tending to relieve the carrier of liability or to fix a lower limit than that which is laid down in this Convention shall be null and void, but the nullity of any such provision does not involve the nullity of the whole contract, which shall remain subject to the provisions of this Convention.</p> <p><i>Article 27-Freedom to Contract</i></p> <p>Nothing contained in this Convention shall prevent the carrier from refusing to enter into any contract of carriage, from waiving any defences available under the Convention, or from laying down conditions which do not conflict with the provisions of this Convention.</p>

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

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	<p>entered into shall have full legal effect. Provided that this article shall not apply to ordinary commercial shipments made in the ordinary course of trade, but only to other shipments where the character or condition of the property to be carried or the circumstances, terms and conditions under which the carriage is to be performed are such as reasonably to justify a special agreement.</p> <p><i>Article 7</i></p> <p>Nothing herein contained shall prevent a carrier or a shipper from entering into any agreement, stipulation, condition, reservation or exemption as to the responsibility and liability of the carrier or the ship for the loss or damage to, or in connection with, the custody and care and handling of goods prior to the loading on, and subsequent to the discharge from the ship on which the goods are carried by sea.</p>		<p>operator must, in addition, pay compensation for costs incurred by the claimant for the purpose of exercising his right, provided that costs incurred in the action where the foregoing provision is invoked are to be determined in accordance with the law of the State where proceedings are instituted.</p>					

CHAPTER – JURISDICTION AND ARBITRATION

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

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		<p>law of that State and of international law. However, in such a case, at the petition of the defendant, the claimant must remove the action, at his choice, to one of the jurisdictions referred to in paragraph 1 of this article for the determination of the claim, but before such removal the defendant must furnish security sufficient to ensure payment of any judgement that may subsequently be awarded to the claimant in the action.</p> <p>(b) All questions relating to the sufficiency or otherwise of the security shall be determined by the court of the port or place of the arrest.</p> <p>3. No judicial proceedings relating to carriage of goods under this Convention may be instituted in a place not specified in paragraph 1 or 2 of this article. The provisions of this paragraph do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.</p> <p>4.(a) Where an action has been instituted in a court competent under paragraph 1 or 2 of this article or where judgement has been delivered by such a court, no new action may be started between the same parties on the same</p>	<p>graph 1 of this article. The provisions of this article do not constitute an obstacle to the jurisdiction of the Contracting States for provisional or protective measures.</p> <p>3. Notwithstanding the preceding provisions of this article, an agreement made by the parties after a claim has arisen, which designates the place where the plaintiff may institute an action, shall be effective.</p> <p>4.(a) Where an action has been instituted in accordance with the provisions of this article or where judgement in such an action has been delivered, no new action shall be instituted between the same parties on the same grounds unless the judgement in the first action is not enforceable in the country in which the new proceedings are instituted;</p> <p>(b) For the purposes of this article neither the institution of measures to obtain enforcement of a judgement nor the removal of an action to a different court within the same country shall be considered as the starting of a new action.</p> <p>Article 27-Arbitration</p> <p>1. Subject to the provisions of this article, parties may provide by</p>	<p>not enforceable in the country in which the fresh proceedings are brought.</p> <p>3. When a judgement entered by a court or tribunal of a contracting country in any such action as is referred to in paragraph 1 of this article has become enforceable in that country, it shall also become enforceable in each of the other contracting States, as soon as the formalities required in the country concerned have been complied with. These formalities shall not permit the merits of the case to be re-opened.</p> <p>4. The provisions of paragraph 3 of this article shall apply to judgements after trial, judgements by default and settlements confirmed by an order of the court, but shall not apply to interim judgements or to awards of damages, in addition to costs against a plaintiff who wholly or partly fails in his action.</p> <p>5. Security for costs shall not be required in proceedings arising out of carriage under this Convention from nationals of contracting countries resident or having their place of business in one of those countries.</p>				<p>paragraph 2,</p> <p>(a) “commercial agreement” means an agreement, other than an agency agreement, made between carriers and relating to the provision of their joint services for carriage of passengers by air;</p> <p>(b) “principal and permanent residence” means the one fixed and permanent abode of the passenger at the time of the accident. The nationality of the passenger shall not be the determining factor in this regard.</p> <p>4. Questions of procedure shall be governed by the law of the court seized of the case.</p> <p>Article 34-Arbitration</p> <p>1. Subject to the provisions of this article, the parties to the contract of carriage for cargo may stipulate that any dispute relating to the liability of the carrier under this Convention shall be settled by arbitration. Such agreement shall be in writing.</p> <p>2. The arbitration proceedings shall, at the option of the claimant, take place within one of the jurisdictions referred to in article 33.</p> <p>3. The arbitrator or arbitration tribunal shall apply the provisions of this Convention.</p> <p>4. The provisions of paragraphs 2 and 3 of</p>

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

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		<p>party contains a provision that disputes arising thereunder shall be referred to arbitration and a bill of lading issued pursuant to the charterparty does not contain a special annotation providing that such provision shall be binding upon the holder of the bill of lading, the carrier may not invoke such provision as against a holder having acquired the bill of lading in good faith.</p> <p>3. The arbitration proceedings shall, at the option of the claimant, be instituted at one of the following places:</p> <p>(a) A place in a State within whose territory is situated:</p> <p>(i) The principal place of business of the defendant or, in the absence thereof, the habitual residence of the defendant; or</p> <p>(ii) The place where the contract was made, provided that the defendant has there a place of business, branch or agency through which the contract was made; or</p> <p>(iii) The port of loading or the port of discharge; or</p> <p>(b) Any place designated for that purpose in the arbitration clause or agreement.</p> <p>4. The arbitrator or arbitration tribunal shall apply the rules of this Convention.</p>	<p>or agreement and any term of such clause or agreement which is inconsistent therewith shall be null and void.</p> <p>5. Nothing in this article shall affect the validity of an agreement on arbitration made by the parties after the claim relating to the international multimodal transport has arisen.</p>					

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		<p>5. The provisions of paragraphs 3 and 4 of this article are deemed to be part of every arbitration clause or agreement, and any term of such clause or agreement which is inconsistent therewith is null and void.</p> <p>6. Nothing in this article affects the validity of an agreement relating to arbitration made by the parties after the claim under the contract of carriage by sea has arisen.</p>						