



Guideline comparing the legal regimes CMR - COTIF/CIM-SMGS

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Introduction

In September 2013, the International Rail Transport Committee (CIT)¹ and IRU² organised a conference on multimodality in Bern. This provided an occasion to review various texts covering multimodal transport such as the 1980 UNECE Convention (ratified by only two states and which never entered into force), the UNCTAD/ICC Rules, Article 2 of the CMR, various articles of the COTIF/CIV/CIM (24 COTIF, 1 §§ 2-3, 31 CIV, 1 §§ 3-4, 38 CIM) for rail-road and rail-sea traffic of both passengers and freight, the Montreal Convention for carriage by air and, lastly, the future Rotterdam Rules for carriage by sea. However, the conference mainly highlighted that there are still grey areas, enough at least to consider that the solution to govern multimodal transport has not quite been found. Because one single transport mode does not exist and cannot fulfil the growing economic needs for door-to-door delivery of goods, the conference organisers have found it all the more necessary to consider which legal bridges are required to help this development whilst permitting balanced and harmonised relationships between the various transport modes. Now while statutory regimes at intergovernmental level are only conceivable in the longer term, contractual relationships might more rapidly provide an appropriate basis for carrying out multimodal transport operations.

Therefore, at the end of the conference, the CIT and IRU decided to initiate a common reflection which ultimately aims to identify and put forward legal models of collaboration between first of all rail and road transport. However, the first hurdle in such an approach is ignorance of the actors of the legal rules governing international carriage of goods for each of the two modes considered. And to work together, one has to know one another. So what are the similarities or differences between international instruments such as CMR, CIM UR or SMGS and the Standard Contracts and General Terms and Conditions drawn up by IRU and CIT, on such important issues as transport documents, the liability regime for lost and damage of the goods and late delivery, limitation of the liability, compensation amounts and rules and also formal procedures?

Nevertheless, we need to remember that the law of road and railway carriage have evolved organically as a function of the characteristics of modes and those characteristics naturally differ. Although we can see a family likeness between the basic conventions, a likeness that becomes

The International Rail Transport Committee (CIT) is an association of some 213 railway undertakings and shipping companies which provide international passenger and/or freight services. 133 organisations are members in their own right, 80 organisations are linked indirectly by being members of CIT associate members. The CIT is an association under Swiss law and is based in Bern.

² IRU is the world's road transport organisation, promoting economic growth, prosperity and safety through the sustainable mobility of people and goods. Founded in 1948, IRU has members and activities in more than 100 countries.

evident when they are amended (for example, the current CIM Uniform Rules were inspired by the CMR which itself followed rail practices), it is nonetheless still true that the (numerous) differences which can be seen between the modes of transport make any thought of a single regime totally inconceivable. The international CIM and CMR Uniform Rules have influenced each other since they came into force and have contributed to their continuing development in terms of their legal scope. The CMR, for example, which apply to international carriage by road, were developed in 1956 under the influence of the CIM UR from 1952 that were in force at that time and in turn contributed to their further development as part of the COTIF reform of 1999, the main aim of which had been to bring about greater harmonisation between the CIM and CMR (in regards of the principles of the reform in the Vilnius Protocol of 1999).

Also on 1st of July 2015, the new version of SMGS 1951 (Convention concerning International Goods Traffic by Railway) entered into force after 10 years revision work, complete with the associated staff instructions and implementing provisions. The decision of principle for the revision work was taken in 2005 at ministerial level by the parties to the SMGS Agreement. The official language versions are Russian and Chinese. According to information provided by the OSJD (Organisation for Co-operation between Railways)³, which is responsible for secretarial duties relating to the SMGS, the amendments that have been made do not affect the fundamental principles of the SMGS. During the revision of the SMGS, in line with the CIM Uniform Rules, the amendments completed as a result of the reform processes carried out primarily by individual railway undertakings and the separation of infrastructure and operations, including the role of private carriers, were taken into account.

Harmonisation between the three legal systems CMR, CIM and SMGS is limited for operational reasons. On the one hand, rail transport and road haulage differ in terms of their operational procedures: the driver on the road has a "close relationship" with the goods he is delivering, since he is more closely involved in the loading of the vehicle than is the case in rail operations, where in some cases entire wagons or trains are loaded in sidings. On the other hand, deviations between the CIM and CMR tend to be accepted, because CIM provisions are more favourable for the customer or provide legal clarity.

³ The **Organisation for Co-operation between Railways is an international Organisation (OSJD)** established at the Railway Ministers Conference on 28th June 1956 in Sofia. Among the OSJD members there are transport ministers and central bodies, responsible for the railway transport from 28 European and Asian countries.

It therefore seems necessary to help carriers in the various modes to develop partnerships. The role of organisations such as IRU and the CIT is precisely to draw up and to promote contractual models for working together. Collaboration between the various international organisations and their General Secretariats without doubt will allow decisive steps to be taken towards the implementation of multimodality. Contractual bridges between the rules created by the various professional organisations must be created in order to permit rapid implementation of contractual approaches based on which it may perhaps be possible to draw up an intergovernmental convention in the long term.

Thus the first step of this joint work was to conduct an in-depth comparative analysis of the three existing agreements CMR 1956 – COTIF/CIM 1999 – revised SMGS 2015 and of the documents or model contracts which IRU and CIT drafted and recommended for their members. At this stage, it is important to highlight the scope of this work which is unprecedented, at least with such a focused approach, as a prerequisite for the second step involving a reflection on partnership models between carriers to perform multimodal transport. Additionally, the presentation of these data has deliberately been kept simple, in the form of an easy-to-use matrix, so that all transport operators who are not lawyers may have easy access to this guide – Part I "Synthesis" and Part II "Comparative Matrix.

We would like to thank all members and participants of the various Working Groups of IRU and the CIT for the support and the contribution to this challenging work. Last but not least we are deeply in-dept to Sophie Tomanin (IRU) and Nina Scherf (CIT) for their legal contribution completing this common effort.

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Part I Synthesis

Main Principles underlying the COTIF/CIM – CMR – SMGS legal regimes

I. Scope of application

 The COTIF/CIM and CMR shall apply to every contract of carriage of goods by rail (COTIF/CIM) or by road in vehicles (CMR) for reward when the place of taking over of the goods and the place designated for delivery are situated in two different countries, of which at least one is a Member State. If only one country is a Member State, the CIM Uniform Rules shall only apply if the parties to the contract agree that it shall be subject to the CIM Uniform Rules.

The SMGS shall apply to every contract of international through-carriage of goods by rail on railway lines, between single railway stations, on different gauges or by railway-ferry. This is a mandatory law for the international contract of carriage. The SMGS stipulates that the Agreement applies subsidiary to other international agreements. Unlike the CIM, the SMGS only applies if the carriage of goods takes place between railway stations that are situated in two different Member States.

2. Multimodal transport is treated differently in the COTIF/CIM and CMR Conventions. The COTIF/CIM applies to road transport, where international carriage includes carriage by road in the internal traffic of a Member State as a supplement to trans-frontier carriage by rail (the "rail+" approach) – e.g. because the place of taking over of the goods cannot be reached by rail. On the other hand, the CMR applies to combined transport when the road vehicle containing the goods is itself carried over part of the journey by another mode of transport (sea, inland waterways, air or rail) and goods are not unloaded from the vehicle ("mode-on-mode" approach).

In the case of multimodal transport by road and rail, the scopes of application of the COTIF/CIM and CMR can come into legal conflict and overlap – e.g. vehicles loaded in accordance with the CMR are used as a rolling highway by rail with a CIM consignment note (RoLa service).

With regard to the scope of application in the case of multimodal transport, whether or not the goods are unloaded from the vehicles is decisive: if goods are unloaded then CMR does not apply (Article 2.1 CMR). If transport by road is international or if it remains national and is not merely a supplement to trans-frontier carriage by rail, then CIM Uniform Rules are not applicable (a contrario from Article 1 § 3 CIM).

The SMGS is only applicable to international through-railway-ferry traffic where the parties to the Convention have declared the waterway sections to be open for such carriage. In contrast to the SMGS, the CIM Uniform Rules use a broader "rail+" approach that also applies to road transport when international carriage includes carriage by road for national traffic.

Key:

- → COTIF/CIM refers to the Uniform Rules concerning the Contract of International Carriage of Goods by Rail, as Appendix B to the Convention concerning International Carriage by Rail (COTIF) of 9 June 1999, in force since 1 July 2006.
- → CMR refers to the Convention on the Contract for the International Carriage of Goods by Road of 19 May 1956, in force since 2 July 1961.
- → SMGS refers to the Agreement concerning International Freight Traffic by Rail, in force since 1 November 1951, completely revised on 1 July 2015.

II. Documentary requirements

- 1. All three Conventions the CIM, SMGS and CMR apply the same documentation requirements. According to paragraphs 1 and 2 of Article 6 CMR, Article 7 § 1 CIM and Article 15 § 1 SMGS, the consignment note must contain these particulars.
- 2. In the COTIF/CIM and SMGS, the electronic consignment note is a functional equivalent of the paper version and this is provided for directly in the Convention (Article 6 § 9 CIM, Article 15 § 4 SMGS). For the CMR, however, the electronic consignment note is stipulated exclusively by priority in an Additional Protocol dated 20 February 2008, which entered into force on 5 June 2011.

III. Contractual relations

- 1. The main principles concerning the consignor/sender's responsibilities are the same. The consignee's right to dispose of the goods is different, however: the principle is inverted. According to the CMR, the consignee is only entitled to amend the contract of carriage from the point at which the consignment note is made out if the sender has entered a statement to that effect on the consignment note (Article 12.3 CMR). According to the CIM, it is the consignee who has this right unless the consignor has included an indication to the contrary (Article 18 § 3 with Article 18 § 2 lit. d). According to the SMGS, in principle, the consignor has the right to dispose of and amend the contract of carriage until the consignment note is delivered to the consignee or the goods have arrived at the border station of entry into the country of destination, if the carrier already has a written declaration by the consignee (Article 25 § 5 SMGS).
- 2. Regarding the carriers' obligations, the principles in the CMR and CIM are comparable, but under the CMR the sender is entitled to require the carrier to check the contents of the packages (Article 8.3 CMR). In the CIM Uniform Rules, there is no such obligation. In this respect, the conditions of rail operation differ from those of road transport. According to both the CIM and CMR, the carrier must hand over the original consignment note and deliver the goods to the consignee.
- 3. The provisions of all three Conventions cannot be derogated from under special conditions. Under CIM, in contrast to CMR, a carrier may assume a liability greater and obligations more burdensome than those provided for in the CIM, if this is in the interest of the customer (Article 5, last sentence, CIM).

IV. Provisions concerning liability

- 1. The COTIF/CIM, SMGS and CMR all contain the principle of the carrier's strict liability (obligation of result).
- 2. The COTIF/CIM and CMR foresee exemption from liability in case of general grounds and special risks, and their provisions are similar.

In the case of general grounds for exemption from liability (Article 17.2 CMR/Article 23 § 2 CIM): the carrier has to prove that the loss, damage or delay was caused by one of the circumstances set out in those general grounds. He can thus be relieved of liability.

- 3. According to Article 17.4 CMR/Article 23 § 3 CIM (exemptions from liability), special privileges are granted to carriers for the specific risks of railway or road transport. The claimants have to prove that those risks were not the cause of the loss or damage (reversal of the burden of proof in accordance with Article 18.2 CMR/Article 25 § 2 CIM). In the SMGS, the exemptions from liability for the carrier are extensive and there are a number of cases where the carrier is a priori relieved of that liability. In this cases also according to the SMGS the consignee or consignor have the right to prove the contrary (Article 41 § 2 SMGS).
- 4. Whereas the CIM and SMGS clearly mention delay in delivery, the CMR uses the expression "the reasonable time allowed to the carrier" in cases in which no time limit has been agreed.
- 5. All three Conventions specify a timeframe for claiming the loss of goods (presumption of total loss). The purpose of this rule is to enable the claimant to seek compensation for loss of goods.
- 6. The liability of successive carriers (several independent carriers who participate in a carriage of goods; during transit, each carrier is handing over the goods and consignment note to the next carrier) is established in all three Conventions, based on the principle of common liability, although there are some differences in its assignment. Under the SMGS, there are no substitute carriers.
- 7. In the CIM, SMGS and CMR, carriers are liable for their servants and agents. All three Conventions specify that such liability refers to cases where carriers make use of those persons for the performance of the carriage, when those servants and other persons are acting within the scope of their functions/employment.

V. Compensation

- All three Conventions specify how compensation should be calculated. Whereas the SMGS foresees full compensation up to the amount of the value of the goods, the COTIF/CIM and CMR foresee a limit to compensation. However, the limits of compensation are different: CMR (Article 23.3: replaced by Protocol to the CMR Convention of 5 July 1978, in force since 28 December 1980) has lower limits (8.33 SDR*/kg vs CIM 17 SDR*/kg). (SDR* = Special Drawing Rights)
- 2. The CMR only foresees compensation not exceeding the carriage charges for delay, whereas the CIM foresees four times the carriage charge for delay. In case of a delay, the SMGS provides for gradual compensation up to 30% of the carriage charge.
- 3. Under certain conditions, both Conventions allow the value of the goods and a special interest in delivery. For CMR, apart from the above cases, Article 23.6 prohibits higher compensation. In contrast to the CMR, Article 5 of the CIM stipulates that the carrier may assume a liability greater and obligations more burdensome than those provided for in the CIM.
- 4. Regarding the loss of the right to limit responsibility, there is a substantial difference between the CIM and CMR. Although the CMR does not define wilful misconduct or default equivalent to wilful misconduct, the CIM establishes, ex lege, the loss of the right to invoke the limits of liability (Article 36 CIM). The lack of such a definition in the CMR has created divergences in the jurisprudence, as evidenced in the "forum shopping" by claimants. The SMGS does not foresee any loss of the right to invoke the limits of liability because of the possibility of full compensation up to the amount of the value of the goods.

VI. Procedural provisions

- 1. In the case of loss or damage of the goods or delay in delivery, all three Conventions foresee procedural provisions. Whereas the CMR establishes the need for written reservations related to the non-apparent loss or damage of the goods or delay in delivery, the CIM and SMGS lay out the need for a formal report. According to Article 42 § 1 CIM, the carrier must draw up a formal report in cases of partial loss or damage. The court or judge is free to consider the content of this formal report as free appraisal of evidence. Article 29 § 1 SMGS specifies the cases in which the carrier must draw up a formal report.
- 2. The CMR and CIM Conventions (Article 30.3 CMR/Article 43 § 1 CIM) foresee the use of the claims procedure before bringing any legal action against the carrier, also if this is only optional. Under the SMGS, an initial formal claims procedure is mandatory, otherwise the customer is not entitled to bring a legal action before the national courts. The CMR, CIM and SMGS allow the period of limitation may be suspended by a written claim.
- 3. The Conventions foresee different time limitations on making a claim. The CIM and CMR share the basic limitation of one year; the SMGS provides for a basic limitation of only nine months. But whereas the CMR provides for an extension of this period to three years in cases of wilful misconduct, the CIM only extends this period to two years, although it can grant this extension in more situations. The SMGS does not provide for such an extension in cases of wilful misconduct. The legal consequences for future legal action, arising from the time

limitations in the CIM and CMR, are based on national law (except Article 32.4 CMR/Article 48 § 4 CIM). In this case, the SMGS foresees an exhaustive rule, ex lege, whereby claims made after the time limitation has passed are not valid (Article 48 § 4 SMGS).

- 4. All three Conventions allow for the possibility of a jurisdiction clause. The parties are only allowed to choose the general jurisdiction of a court in a particular Member State and not the jurisdiction of a specific court in that state.
- 5. All three Conventions also allow the right of recourse. The provisions of the CIM, SMGS and CMR are similar, although there are some differences. According to Article 41 CIM and Article 46 § 9 SMGS, any legal action concerning liability, on whatever grounds, may be brought against the carrier. There is no such provision in the CMR.
- 6. The CIM and SMGS do not provide for any arbitration in legal disputes arising from the contract of carriage, as does Article 33 CMR. An arbitration clause is mentioned in Article 28 of the main COTIF Convention, regarding disputes between the Member States and the Organisation or between the parties to the transport contract (§ 2).
- 7. The CIM offers the possibility for relationships between carriers to be dealt with in terms of allocating compensation and the right of recourse. For CIT members, a self-contained regime is applicable, based on the waiver in Article 52 CIM and the CIT document entitled "Agreement concerning the Relationship between Carriers in respect of International Freight Traffic by Rail" (AIM). There is no such provision in CMR and SMGS.



Scope of application of CIM-SMGS-CMR



Situation on 1 August 2016

Note: No state where only CIM and SMGS together are applicable

Summary of the scope of Application of CMR Convention, COTIF CIM, SMGS Convention

Member States	CMR Convention 19 May 1956	COTIF/CIM UR <u>1 July 2006</u>	<u>SMGS</u> <u>1 July 2015</u>
Afghanistan			x
Albania	x	x	x
Algeria		x	
Armenia	x	x	
Austria	x	x	
Azerbaijan	x	x	x
Belarus	x		x
Belgium	x	x	
Bosnia Herzegovina	x	x	
Bulgaria	x	x	x
China			x
Croatia	x	x	
Cyprus	x		
Czech Republic	x	x	
Democratic People's Republic of Korea			x
Denmark	x	x	
Estonia	x	x	x
Finland	x	x	
France	x	x	
Georgia	x	x (Application on specific lines only)	x
Germany	x	x	
Greece	x	x	
Hungary	x	x	x
Iran (Islamic Republic of)	x	x	x
Iraq		x (membership suspended)	
Ireland	x	x	
Italy	x	x	
Jordan	x		
Kazakhstan	x		x

Kyrgyzstan	x		x
Latvia	x	x	x
Lebanon	x	x (membership suspended)	
Liechtenstein		x	
Lithuania	x	x	x
Luxembourg	x	x	
Macedonia, Former Yugoslav Republic	x	x	
Malta	x		
Monaco		x	
Mongolia	x		x
Montenegro	x	x	
Morocco	x	X	
Netherlands	x	X	
Norway	x	x	
Pakistan		x	
Poland	x	x	x
Portugal	x	x	
Republic of Moldova	x		x
Romania	x	x	
Russian Federation	x	x (Application on specific lines only)	x
Serbia	x	x	
Slovakia	x	x	x
Slovenia	x	x	
Socialist Republic of Vietnam			x
Spain	x	x	
Sweden	x	x	
Switzerland	x	x	
Syrian Arab Republic	x	x (membership suspended)	
Tajikistan	x		x
Tunisia	x	x	
Turkey	x	x	
Turkmenistan	x		х
Ukraine	x	x (Application on specific lines only)	x
United Kingdom of Great Britain and	x	x	
Northern Ireland	^	^	
Uzbekistan	x		х
European Union		x	
Total	55	50	25





Part II Comparative Matrix

Comparative Matrix CMR Convention, COTIF/CIM, SMGS Convention, Documents IRU, CIT and OSJD

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
Date	19 May 1956		9 May 1980 - 3 June 1999 (Protocol)		1 July 2015	
Mode	Road	Road	Rail	Rail	Rail	
Scope of application	Art. 1.1 This Convention shall apply to every contract for the carriage of goods by road in vehicles ¹ 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. <u>Art. 1.3</u> This Convention shall apply also where carriage coming within its scope is carried out by States or by governmental institutions or organizations. <u>Art. 1.4</u> 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.		Art. 1 § 1These 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.Art. 1 § 2These 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.Art. 1 § 5These 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		Article 3Application of theAgreement§ 1. This Agreement shallestablish a common legalbasis for contracts for thecarriage of goods² ininternational throughrailway traffic andinternational throughrailway-ferry traffic.§ 2. The carriage of goods ininternational throughrailway-ferry traffic.§ 2. The carriage of goods ininternational throughrailway traffic shall takeplace between stations thatare open for freightoperations in accordancewith the national law of theParties³, and in internationalthrough railway-ferry traffic,including a waterwaysection of the route whichthe Parties have declaredopen for such carriage.§ 3. If the Parties are at thesame time parties to otherinternational agreementsestablishing the legal normsfor the contract of carriageof goods by rail, trafficbetween stations of therailways ⁴ of these Partiesmay be performed under theterms of those agreements.	of carriage of goods by rail (COTIF/CIM) or by road in vehicles (CMR) for reward when the place of taking over of the goods and the place designated for delivery are situated in two different countries, of which at least one is a Member State. If only one country is a Member State, the CIM Uniform Rules shall only apply if the parties to the contract agree that it

¹ According to Art. 1.2. CMR "vehicles" means motor vehicles, articulated vehicles, trailers and semi-trailers as defined in article 4 of the Convention on Road Traffic dated 19 September 1949.

² According to Art. 2 SMGS "Goods" means commodities, products, wagons as transport means not belonging to the carrier and other physical objects accepted for carriage with the contract of carriage.

³ According to Art. 2 SMGS "Party" means a State which is a party to the Convention on International through Railway Traffic.

⁴ According to Art. 2 SMGS "Railway" means the infrastructure located in the territory of one State.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
			or more infrastructure			applicable when the place of
			managers subject to only			departure and the place of
			one of those States.			destination are situated in
						two different States, of wh
						at least one is a Contractii
						State, irrespective of the
						place of residence or the
						nationality of the parties.
						accordance with Article 1
						the CMR is also applicable
						when the carrier is a pers
						of public law (States or
						governmental institutions
						organisations).
						CMR and CIM establish
						different exceptions to th
						scopes of application: CN
						shall not apply to carriage
						performed under the tern
						any international postal
						convention; to funeral
						consignments; and to
						furniture removal; CIM sh
						not apply when the
						infrastructure of stations
						neighbouring states is
						managed by one or more
						infrastructure managers
						subject to only one of tho
						States.
						SMGS stipulates that the
						whole Agreement applies
						subsidiary to other
						international agreements
						Unlike CIM and CMR, SM
						applies only if the carriag
						goods takes place betwee
						stations that are situated
						two different Member Sto
						(both are Parties to the
						Agreement). CIM and CM
						also apply if only one cou
						is a Member State.
						SMGS, unlike CIM, stipulo
						,, <i></i> , <i></i>

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
						takes place either without transhipment at border stations having the same rail gauge, or with transhipment, or with the transfer of wagons onto bogies of the required gauge at border stations where railways of different gauges meet, or with the use of adjustable-gauge bogies (Article 4 SMGS "Method of carriage").
Member States, which are contracting parties to the Conventions	See Summary of the scope of Application of CMR Convention, COTIF CIM, SMGS Convention		See Summary of the scope of Application of CMR Convention, COTIF CIM, SMGS Convention		See Summary of the scope of Application of CMR Convention, COTIF CIM, SMGS Convention	
Application to other modes	Art. 2.1 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 goods are not unloaded from the vehicle, this Convention shall nevertheless apply to the whole of the carriage. Provided that to the extent it is proved that any loss, damage or delay in delivery of the goods which occurs during the carriage by the other means of transport was not caused by act or omission of the carrier by road, but by some event which could only have occurred in the course of and by reason of the carriage by that other means of transport, the liability of the carrier by road shall be determined not by this Convention but in the manner in which the liability	contract for the international carriage of goods wholly or partly by sea.	being the subject of a single contract 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. <u>Art. 1 § 4</u> When international carriage being the subject of a single	GTC-CIM, Point 2.1: The GTC-CIM shall govern the legal relationship between the carrier and customer for consignments subject to the CIM Uniform Rules; they shall likewise apply to contracts of carriage where the scope of the CIM has been extended in accordance with Article 1 (e. g. carriage by road or inland waterway) of the CIM and in every case where the parties to the contract so agree; GTC EurAsia: These General Terms and Conditions of Eurasian carriage of goods by rail (GTC EurAsia) govern through contracts for the international carriage of goods between Europe and Asia by rail, including rail – sea traffic. They shall be applicable if the parties to the contract so agree; GTC Rail-Sea: These general terms and conditions shall be applicable to the contract concluded between several carriers for the	railway traffic shall take place between stations that are open for freight operations in accordance with the national law of the Parties, and in international through railway-ferry traffic, including a waterway section of the route which the Parties have declared open	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
	of the carrier by the other			international carriage of		act or omission of the road
	means of transport would			goods by rail including a		carrier; the damage results
	have been determined if a			maritime section listed in		from an event which could
	contract for the carriage of			the CIM list of maritime and		only have occurred during the
	the goods alone had been			inland waterway services.		carriage of the road vehicle by
	made by the sender with the			Boiler-plate contract for		the other means of transport;
	carrier by the other means			sub-contracting		and the event actually
	of transport in accordance			international freight traffic		occurred by reason of
	with the conditions			by rail in full train loads of		carriage by this other means
	prescribed by law for the			combined traffic (Boiler-		of transport.
	carriage of goods by that			plate contract TC for sub-		
	means of transport. If,			contracting combined		SMGS is only applicable to
	however, there are no such			traffic): The carrier shall		international through-
	prescribed conditions, the			entrust the performance of		railway-ferry traffic, where
	liability of the carrier by			CIM movements of wagons		the parties to the Convention
	road shall be determined by			loaded with UTI and/or road		have declared the waterway
	this Convention.			vehicles and/or empty		sections to be open for such
				wagons in full train loads of		carriage. CIM has broader
				combined traffic between		"rail+" approach applicable
				and to the substitute		to international maritime and
				carrier with his agreement.		inland waterway services.
	According to Art 1: the	The CMR does not cover	Contract <u>between the</u>	The Uniform Rules CIM are	Article 7	Regarding CIM, SMGS and
	contract <u>between the</u>	every aspect of contracts of	sender and the carrier for	not settling all aspects of	Pre-contractual	CMR, the main principles of
	sender and the carrier for	carriage of goods by road	the <u>international carriage</u> of	contracts of carriage of	coordination of carriage	the contract are the same
	the <u>international carriage</u> of	and, for issues outside its	goods by rail <u>for reward</u> ,	goods by rail and, for issues	Pre-contractual	(contract between the
	goods by road <u>for reward;</u>	scope, it refers back to the	Art.1 § 2. Based on <u>consent</u>	outside its scope refers	coordination of the carriage	consigner/sender and the
	own account is not subject	applicable national law.	between the sender and the	back to applicable national	of goods shall take place	carrier for the international
	to the Convention. According		carrier,	law. The CIT therefore	pending the conclusion of a	carriage of goods) and the
	to Art. 4, the contract has a	governing contracts of	Art. 6§2:	supports railways to	contract of carriage in the	contract has a consensual
	consensual nature: the	carriage by road also only	The contract of carriage	implement international rail		nature.
	absence, irregularity or loss	stipulate certain provisions,	must be confirmed by a	transport law and the CIT	- between the consignor ⁵	In addition, in SMGS, there
Scope of contract	of the consignment note	leaving the parties some	consignment note which	products help to harmonise	and the contractual carrier –	are special conditions for
	shall not affect the	contractual leeway for the	accords with a uniform	international rail transport	in accordance with national	pre-contractual relationships
	existence or the validity of	definition of certain aspects	model. However, the	law. To achieve that, the CIT	law;	between the consignor and the contractual carrier based
	the contract.	of their contracts that are	absence, irregularity or	draws up and maintains legal publications and	- between the contractual carrier and successive	on national law, and between
		not explicitly covered by the	loss of the consignment note shall not affect the	.	carriers ⁶ – in accordance	the contractual carrier and
		CMR, as long as they	existence or validity of the	boilerplate documents for		the successive carriers based
		conform to the applicable national law. The purpose of	contract which shall remain	international traffic by rail, standardises the	with the procedure agreed by them.	on the General Provisions and
		the IRU General Conditions	subject to	contractual relationships	Article 14	special conditions agreed by
		for the International	these Uniform Rules.	between customers and	Contract of carriage	
		Carriage of Goods by Road		carriers or also between	§ 1. Under the contract of	them.
		e .	Art. 12 § 1: The consignment note shall		-	Differently to COTIF/CIM and
		(including Logistics Services	The consignment note shall	carriers and carriers. The CIT	carriage, the carrier ⁷ shall	

⁵ According to Art.2 SMGS "Consignor" means a person who has presented the goods for carriage and is indicated in the consignment note as the consignor of the goods. ⁶ According to Art.2 SMGS "Successive carrier" means a carrier which, acceding to the contract of carriage (concluded by a contractual carrier), accepts the goods from the contractual carrier or other successive carrier for their further transportation.

⁷ According to Art. 2 SMGS Carrier means the contractual carrier and all successive carriers involved in the carriage of goods, including on a waterway section of route in international railway-ferry traffic.

and their related Agreements), is t provide internati carriers with a fil bespoke referen framework which use to deal with i are not mandato by the CMR or co IRU GCR, clause accordance with Convention, the of a consensual i the sender and ti shall refrain from this nature. IRU (Conditions, sam estimate attache GC giving a clear agreed services t for. User Guide for th and Related Outl Agreements. IRU General Com protection of car economic and fir interests, in part - including insura clause 5 and IRU for transport ope insurance matte November 2011.	is therefore to ational road a flexible, ence iich they can	ne recommendation and only the goods entrusted to in tract of bind members to the extent of that they adopt it ("opting-arrier. in" principle) or they are route agreed by the	r the possible contractual model.
- entitling carrier additional payme supplementary in performing any s initially agreed, o - including a prov taking into account	atorily settled contract law. se 1.2: in ith the CMR he contract is al nature and d the carrier rom contesting RU General ample ched to these ear list of es to be paid r the IRU GCR Dutline onditions , carriers' financial articular by: surance issues, RU Guidelines operators on tters dated 3 11. riers to yment through cy invoicing for y services not d, clause 14.2.	mandatory and bind all members of the CIT and they have to declare that he will not apply a provision ("opting-out" principle).consigner and the contractual carrier and deliver them to the consignee ⁸ . § 2. The carrier shall perform the carriage of goods under the terms of that: 1) the carrier or consign has at its disposal the means of transport necessary for such carr 2) the consignor compli- with the terms of this Agreement; 3) carriage is not prever by circumstances which carrier cannot prevent at the elimination of which beyond its control; 4) carriage is coordinate among carriers for the r taken by the goods. § 3. The conclusion of th contract of carriage shall contract of carriage shall consignment note, as w as the loss of the consignment note by th carrier shall affect neith the existence nor the validity of the contract of contract of contract of the contract of the consignment note of th	of d nor riage; ies nted h the and h is ed route he all be ment rate the vell ne her
alterations, claus - foreseeing pass taxes and charge	count fuel cost	carriage. § 5. Each successive ca	verior

⁸ According to Art.2 SMGS Consignee means a person who is indicated in the consignment note as the person receiving the goods.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SM</u>
		client, clause 14.5.			accedes to thi
		- payment within 30 days			carriage and s
		from the invoice date,			the obligation
		clause 14.6.			therefrom.
		- clearly distinguishing			§ 6. Wagon for
		services ancillary to the			of goods shall
		contract of carriage, which			by the carrier
		form an integral part of the latter and are therefore			consignor. Wa to circulation
					international t
		subject to the CMR and legislation governing			provided for t
		contracts of carriage, from			goods.
		additional services - in			goous.
		particular logistic services -			
		subject to general contract			
		law).			
	CMR consignment note	IRU Model CMR 2007	<u>CIM UR consignment note</u>	GLV-CIM, Point 1: CIM	CIM/SMGS
	<u>Art. 4</u>	How to fill in the CMR	<u>Art. 6 § 2</u>	Consignment Note (c. n.)	<u>consignment r</u>
	The contract of carriage	consignment note (IRU	The contract of carriage	Manual: Instructions for the	Article 13
	shall be confirmed by the	model 2007)	must be confirmed by a	use of the CIM c. n. and	Carriage of go
	making out of a	Outline Agreements, art.6:	consignment note which	other international freight	CIM/SMGS Co
	consignment note. The	each transport operation	accords with a uniform	documents (Common	Note
	absence, irregularity or loss	shall be covered by a CMR	model. However, the	provisions for paper and	The goods can
	of the consignment note	consignment note drawn up	absence, irregularity or	electronic c. n., Paper c. n.:	transported w
	shall not affect the	by the carrier based on	loss of the consignment	Specimen for CIM c.n in	CIM/SMGS Co
	existence or the validity of	information provided by the	note shall not affect the	Appx 4a and for CIM c.n for	note. The sam
	the contract of carriage	sender according to Art.6 and 7 of the CMR	existence or validity of the	combined transport in Appx	consignment r
	which shall remain subject	Convention.	contract which shall remain	4b, Supplementary sheets	for its comple [.] found in the C
	to the provisions of this Convention.	Convention.	subject to these Uniform Rules.	for customers	
				GLV-CIM/SMGS, Point 3: This manual contains a	Consignment (See Annex 6 t
Documentary requirements	Art. 6.1 The consignment note shall		Art. 7 § 1 The consignment note must	specimen of the CIM/SMGS	Agreement). R
	contain the following		contain the following	c. n. and instructions for its	the carriage of
Consignment note	particulars:		particulars :	use. It describes an	mentioned in <i>i</i>
	(a) The date of the		a) the place at which and the		"Rules govern
	consignment note and the		day on which it is made out;	system of consignment with	carriage of goo
	place at which it is made		b) the name and address of	retranscription of a SMGS c.	Agreement sh
	out;		the consignor;	n. to a CIM c. n. or from a	any other area
	(b) The name and address of		c) the name and address of	CIM c. n. to a SMGS c. n. at	governed by th
	the sender;		the carrier who has	the reconsignment point.	Consignment
	(c) The name and address of		concluded the contract of	Point 4: Within the CIM area,	Article 15
	the carrier;		carriage;	the provisions of this	Consignment
	(d) The place and the date of		d) the name and address of	manual are applicable if	§ 1. The consig
	taking over of the goods and		the person to whom the	they have been agreed	must contain
	the place designated for		goods have effectively been	between the customer and	information:
	delivery;		handed over if he is not the	carrier as well as between	1) name and p
	(e) The name and address of		carrier referred to in letter	the carriers themselves. The	of the consign
	the consignee;		c);	use of a CIM/SMGS	2) name and p

<u>SMGS</u>	COMMENTS
his contract of I shall assume ons arising	
or the carriage all be provided er or the Vagons admitted n in Il traffic shall be the carriage of	
<u>t note</u> goods with the	Documentary requirements in CMR, CIM and SMGS are the same: there must be a consignment note/electronic
Consignment	consignment note (although
	the particular details
an be	required by each convention
with the	are different).
Consignment	According to paragraphs 1
mple	and 2 of Article 6 CMR, Article
t note and rules letion can be	7 § 1 CIM and Article 15 § 1 SMGS, the consignment note
CIM/SMGS	must contain these
it Note Manual	particulars – that is to say,
6 to this	the parties must include
Rules governing	these particulars in the
of goods,	consignment note.
n Article 8	The fact that one party has
rning the	not complied with this
goods" of this	obligation does not, according
shall apply to	to Article 4 CMR/ Article 6 § 2
ea, which is not the CIM/SMGS	CIM, affect either the
it Note Manual.	existence or the validity of the contract of carriage or the
n note manual.	application of the CMR/CIM.
nt Note	The consignment note is
signment note	evidence of a contract but not
n the following	condicio sine qua non for the
:	contract of carriage.
postal address	Under SMGS, an additional
gnor;	common CIM/SMGS
postal address	consignment note in respect

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 contrage charges, supplementary charges, customs duties and other charges incurred from the charges incurred from the ch	Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description; and their special marks and and their special marks and					0	U	of Annex 6 is used to execute
packing, and, in the case of dargerous goods, their generally and their special marks and numbers; in and their special marks and numbers; in the description provided expressed; the number of package expressed; the number of the same expressed; the number of the same expressed; th					•	3) name of the contractual	contracts of carriage. Blank
the case of dangerous goods, their generally recognized description; and their special marks and numbers; (b) the description of the nature of the goods and, in case of dangerous goods, for the realized and their special marks and or the realized and their special marks and or the realized and their special marks and the description provided of the description provided of the description provided of the description provided of the description provided of 		the goods and the method of					forms for the consignment
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 (b) The framework weight of the goods or their quantity (h) The gross weight of the (g) The number of packages and the special marks and (h) The gross weight of the (h) The gross weig				g) the name and address of		-	note are printed and filled in
is provided for (g) The number of packages and their appeal marks and numbers;nature of the geods packages, and their appeal marks and in the Regulation consignment number;station of destination; (B) Massoni, III is marked and their appeal marks and increases and their appeal marks and incr				the consignee;	traffic axes specified by the	station of departure;	using one or two of the
(g) The number of packages and their special marks and numbers; (h) The gross wight of the goods or their quantity the intersection dangerous goods, (h) The gross wight of the goods or their quantity the intersection does by Rail (h) The gross wight of the goods or their quantity the intersection does by Rail (h) The gross wight of the goods or their quantity the intersection does by Rail (h) The gross wight of the goods or their quantity the intersection does by Rail (h) The sonder's for the consignment (h) The sonder's for the consignment (h) The sonder's for the consignment (h) The sonder's for the consignment and the special provides for traiting the consignment and the special provides for traiting the consignment and the special provides for traiting the consignment and the		goods, their generally		•	SMGS participants which		working languages (Chinese,
and their special marks and numbers;case of dangerous goods, the description provided N; the description provided N; document contains the special provisions for traffic and their code; and the				nature of the goods and the	apply this manual.	station of destination;	Russian).
numbers: in the description projectiondescription projectiondocument contains the pacial provisions for traffic between states applying the special provisions for traffic between states applying the SMGS the interactional Carriage of the consignment number; consignment number		(g) The number of packages		method of packing, and, in		6) names of the border	
(i) The group surgers weight of the goods or their quantity the international Carriage (i) Charges relating to the (iii) Charges relating to the (iiii) Charges relating to the (iiii) Charges relating to the (iiii) Charges relating to the carriage (carriage charges, and the special marks and the subject marks and their code: (iiii) Charges relating to the charges incurred from the consignment that the consignment that the consignment that the consignment the consignment that the consignment that the consignment that the consignment the following particulars: the the charges (the charges) the intermodal transport units, the carges of this consignment that the for charages ago clar provisions of this consignment that consignment that consignment that consignment that consignment that for carriage ago clar particulars: the the following allowed; (b) A tatement that consignment the following allowed; (c) The charges which the sender undertakes to pay; (c) The charges which the sender undertakes to pay; (c) The charges which the sender undertakes to pay; (c) The charges which the sender undertakes to pay; (and their special marks and				stations;	CIM does not directly
goods or their quantity otherwise expressed; (1) Charges relating to the (q) Charges relating to the (q) Charges relating to the carriage (carriage) carriage (carriage) (carriage) (carriage) (carriage) (carriage) (carriage) (carriage) (carriag		numbers;					establish a mandatory format
otherwise expressed: (I) Charges relating to the carriage (carriage charges, supplementary charges, customs dutes and other charges incurred from the making of the contract to the time of delivery); (I) The requisite instructions for Customs and other the time of delivery); (I) The requisite instructions for Customs and other carriage is upper the table of the special marks and consignments in less than the time of delivery); (I) The requisite instructions for Customs and other carriage is upper table. (I) the number of the wagon for Customs and other carriage is upper table. (I) the accessing of the consignment note: (I) addition, the case of the contract of consignment note shall also consignment note in the access of their signs; the contract of consignment note shall also consignment note in the access of their signs; the contract of consignment note shall also consignment note shall also <br< td=""><td></td><td>(h) The gross weight of the</td><td></td><td>in the Regulation concerning</td><td></td><td></td><td>for the consignment note, nor</td></br<>		(h) The gross weight of the		in the Regulation concerning			for the consignment note, nor
(i) Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurved from the charges incurved from the charges incurved from the making of the contract to the une of elevery; (i) The requisite instructions for Customs and other corrige is subject, norbiting any clause to the contract, to the consignment note; (ii) a ddition, in the case of provisions of this Consegnment note; (ii) in addition, in the case of provisions of this consignment note; (ii) in addition, in the case of provisions of this consignment note; (iii) in addition, in the case of provisions of this consignment note sings; (ii) in addition, in the case of provisions of this consignment note sings; (iii) addition, in the case of provisions of this consignment note sings; (iii) addition, in the case of consignment note sings; (iii) in addition of the consignment note sings; (iii) in addition of the consignment note sings; (iii) in addition of the consignment note sings; (iii) addition the consignment note sings; (iii) addition the consignment note sings; (iii) addition the consignment note sings; (iii) addition the consignment note sings; (iii) the charges which the sender undertakes to pay; required by customs or of the goods; contain the following 		goods or their quantity		the International Carriage of		8) consignment number;	does it establish the
carriage (carriage (otherwise expressed;		Dangerous Goods by Rail		9) type of packaging;	languages to be used for their
supplementary charges, outsoms duties and other charges incurred from the charges incurred from the the time of delivery);and the special marks and numbers necessary for the identification of consignment note.reconsigned en route using a new consignment note.12) wagon (container) wagon for the carriage of goods (the consignor to the one goods (the consignor to the consignment note.cssociations the right the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right wagon for the carriage of goods (the consignor to the consignment note.cssociations the right the consignment note.(i) A statement that the consignment note shall also constain the following particulars:(i) the addition, in the case of the consign rest note.i) addition to the shall, where apporprist.(i) the consignment note shall, wh		(i) Charges relating to the		(RID);		10) number of packages;	completion; it gives
cutoms duties and other charges incurred from the making of the contract to the time of delivery);number, who assigned the wagon for the carriage of goods (the consignor the carriage is subject, to the contract to to the contract to the number of the wagon for Customs and other dorariage is subject, to the contrary, to the provisions of this Art.6.2new consignment note: the consignor the consignment note: the consignor to the consignment note: the is subject, to the contrary, to the provisions of this Convention.number of the wagon to the consign of the to the contrary, to the to the contrary, to the to the contract of tarse is subject, to the contrary, to the provisions of this Convention.number of the railway vehicle running on its own the is subject, to the contrary, to the to the contrary, to the to the contract of consignment note shall also consignment note shall also consignment note shall also contain the following particulars: (d) A statement that transshipment is not allowed; (c) The amount of "cash on delivery" (hardses on parts); (d) A declaration of the wagon (d) A declaration of the wald (d) A declaration of the		carriage (carriage charges,		i) the number of packages			international carriers'
customs duties and other charges incurred from the making of the contract to the time of delivery);numbers necessary for the identification of consignments in less than full wagon loads:number, who assigned the wagon of the carriage is goods (the consignor or the carrier);the carriage is the consent of inter carriage is subject, notwithstanding any clausenumber of the wagon the number of the railway vehicle running on its own the instructions of this consignment note; to the contrary, to the provisions of thisnumber of the railway vehicle running on its own the instructions of this carriage is subject, notwithstanding any clause to the contrary, to the provisions of thisnumber of the railway vehicle running on its own their sign; to the contrary, to the provisions of thisnumber of the railway vehicle running on its own their sign; to the contrary, to the their sign; to the contrary to their consignment note shall also consignment note which are expressed in other ways; n) a detailed it of the delivery' forward delivery' forward delivery' forward delivery' forwards (d) A declaration of the walue of the goods and the amount of "cash on delivery' forwards delivery' forwards (d) A declaration of the walue of the goods a		supplementary charges,		and the special marks and	reconsigned en route using a	12) wagon (container)	associations the right to
charges incurred from the making of the contragt to the contract to the inme of delivery);identification of consignments in less than ugond (the consignor the carrier);wagon for the carriage of goods (the consignor the carrier);the consignment to it the consignor the carriage of curred);the consignment to it the consignor to the consignor to the <br< td=""><td></td><td></td><td></td><td></td><td>new consignment note.</td><td></td><td>establish uniform model of</td></br<>					new consignment note.		establish uniform model of
making of the contract to the time of delivery;consignments in less than full wagon loads;goids (the consignor of the carrier);the consist of inter- carriage;(i) The requisite instructions for Customs and other formalities;(i) the number of the wagon in the case of carriage of full wagon loads;(i) all sit of accompanying documents enclosed by the consignment note;(ii) all sit of accompanying documents enclosed by the consignment note;(iii) all sit of accompanying documents enclosed by the consignment note shall all sit of cortary, to the particulars:(iii) all all sit of accompanying documents enclosed by the consignment note shall all sit of cortary for the recessary for their documents enclosed by the consignment note shall all sit of cortary for the recessary for their documents enclosed by the consignment note shall all sit of cortary for the recessary for their documents enclosed by the consignment note shall all sit o		charges incurred from the		identification of	-		the consignment notes, with
the time of delivery):full wagon loads:carrier):carrier):clients' associations(i) The requisite instructions(i) the number of the wagon13) a list of accompanyingin the case of carriage of fulldocuments enclosed by thefor Customs and other(k) A statement that the(k) the number of the railwayconsignment note;in and/docy format ooarriage is subject,(k) A statement that the(k) the number of the railwayconsignment note;in ang/uoge for consignnotwithstanding any clause(k) the number of the railway(k) a statement that(k) a statement that(k) a statement thatprovisions of this(k) in addition, in the case of(k) a statement that(k) a statement that(k) a statement thatarriage is applicable, the(k) the category, the number or(k) a statement that(k) a statement thatarriage is adjusted(k) first is handed over(k) a statement that(k) a statement thatarriage is adjusted(k) a statement that(k) a statement that(k) a statement thatarranshipment is not(k) a statement that(k) a detailed list of the(k) a detailed list of theallowed;(k) a detailed list of the disposal of the(k) a detailed is of the(k) a detailed is of the(k) A statement that(k) a statement that(k) a detailed list of the(k) a statement is a data in the disposal of the(k) A statement that(k) a statement that(k) a detailed list of the(k) a detailed list of the(k) A statement that(k) a detailed list of the(k) a d		-		consignments in less than			the consent of international
(1) The requisite instructions for Customs and other for Customs and other for Customs and other formattiles;(1) the number of the railway weigle running on its own notwithstanding any clause to the contrary, to the provisions of this(1) the number of the railway consignment note; consignment note; to the contrary, to the to consignment note shall also consignment note shall also contain the following allowed; contain the the alloway contain the following allowed; contain the following contain the following allowed; contain the following all							clients' associations.
for Customs and other formalities;in the case of carriage of full wago loads;documents enclosed by the CMR does not estate consignment note;CMR does not estate consignment note;(k) A statement that the carriage is subject,(k) the number of the railway vehicle running on its own14) information on payment notwithstanding any clauseinformation on payment or carriage as goods;information on payment or carriage as goods;information on payment or carriage as goods;to the contrary, to the provisions of this Convention.() in addition, in the case of the category, the number or iddition, in the case of the category, the number or oontain the following particulars:(b) method for the respectiveWhere applicable, the consignment note shall also contain the following particulars:m) the gross mass or the quantify of the goods the grows mass or the quantify of the goods allowed;§ 2. The consignment note shall, where appropriate, contain the following particulars:allowed; (b) The charges which the sender undertakes to pay; (c) The amount of "cash on of the goods and the amount delivery;(a) A detaired in §1 of this Article:(d) A declaration of the value delivery; (d) A declaration of the value delivery;(b) the consignment note or the casignment note or this Article:(d) A declaration of the value delivery;to the consignment note or the cash of the consignment note or this Article:(d) A declaration of the value delivery;to the consignment note or the cash of the goods and the amount the dat the disposal of the declaration of the value delivery;							
formalities;wagon loads;consign or to themaddatary format o(k) A statement that thek) the number of the railwayconsign ment note;language for consign(k) A statement that thek) the number of the railwayconsign ment note;language for consign(k) A statement that thewheels, if it is handed overof carriage charges;not so with the railwaynotwithstanding any clausewheels, if it is handed overof carriage charges;not so with the railwayto the contrary, to thefor carriage as goods;15) number of seals andtheir signs;Convention.intermodal transport units,16) method forArt.6.2the category, the number ordetermination of the massconsignment note shall alsoother characteristicsof goods;consignment note shall alsonecessary for their17) date of the contract ofconsignment note shall alsoidentification;carriageparticulars:m) the gross mass or the§ 2. The consignment note(a) A statement thatexpressed in other ways;contain the followingallowed;n) a detailed list of theparticulars in addition to the(b) The charges which thesender undertakes to pay;equired by customs or(d) A declaration of the valueto the consignment note or2) the consignor's(d) A declaration of the valueto the consignment note or2) the consignor's(d) A declaration of the valueto the consignment note or2) the consignor's(d) A declaration of the valueto th							CMR does not establish a
(k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.k) the number of the railway vehicle running on its own is handed over for carriage as goods; to the contrary, to the provisions of this Convention.longuage for consign notwithstanding any clause to the contrary, to the provisions of this Convention.longuage for consign intermodal transport units, the category, the number or of earriage as goods; the response of the contrary, to the provisions of this Convention.longuage for consign intermodal transport units, the category, the number or of goods; of goods; the category, the number or of goods; the category of their identification; particulars: (a) A statement that transshipment is not allowed; (b) The charges which the sender undertakes to pay; (c) The amount of the value delivery" charges; (d) A declaration of the value of the goods and the amount delivery" charges; (d) A declaration of the value to the consignment note or the amount of "cash on delivery" charges; (d) A declaration of the value to the consignment note or to the consign's ductaristics or contain the following particulars in addition to the information listed in §1 of the amount of "cash on delivery" charges; (d) A declaration of the value to the consignment note or the consign's ductaristics authorities and are attached to the consign's contain the following the amount of "cash on delivery; (d) A declaration of the value to the consignment note or the doctarions of successive delivery; (d) A declaration of the value to the consignment note or to the consign's authorities and are attached to the consign's consign's delivery; (d) A decla		formalities;				-	
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(e) The sender's instructions a body designated in the and the ports for the							
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insurance of the goods; o) the costs relating to water;		• •		-			

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	(f) The agreed time limit		carriage (the carriage		4) other particulars provided	
	within which the carriage is		charge, incidental costs,		for in the Rules for the	
	to be carried out;		customs duties and other		Carriage of Goods.	
	(g) A list of the documents		costs incurred from the		§ 3. Consignment note blank	
	handed to the carrier.		conclusion of the contract		forms shall be printed and	
	<u>Art.9</u>		until delivery) in so far as		completed in one of the	
	1. The consignment note		they must be paid by the		official languages of the	
	shall be prima facie		consignee or any other		OSJD (Chinese, Russian)	
	evidence of the making of		statement that the costs are		- in Russian, when carrying	
	the contract of carriage, the		payable by the consignee;		goods from/to Republic of	
	conditions of the contract		p) a statement that the		Azerbaijan, Republic of	
	and the receipt of the goods		carriage is subject,		Belarus, Republic of	
	by the carrier.		notwithstanding any clause		Bulgaria, Hungary, Georgia,	
	2. If the consignment note		to the contrary, to these		Islamic Republic of Iran,	
	contains no specific		Uniform Rules.		Republic of Kazakhstan,	
	reservations by the carrier,		Art. 7 § 2		Kyrgyz Republic, Republic of	
	it shall be presumed, unless		Where applicable the		Latvia, Republic of	
	the contrary is proved, that		consignment note must also		Lithuania, Republic of	
	the goods and their		contain the following		Moldova, Mongolia,	
	packaging appeared to be in		particulars:		Republic of Poland, Russian	
	good condition when the		a) in the case of carriage by		Federation, Slovakian	
	carrier took them over and		successive carriers, the		Republic, Republic of	
	that the number of		carrier who must deliver the		Tajikistan, Turkmenistan,	
	packages, their marks and		goods when he has		Republic of Uzbekistan,	
	numbers corresponded with		consented to this entry in		Ukraine, Republic of Estonia	
	the statements in the		the consignment note;		or in transit via these	
	consignment note.		b) the costs which the		countries;	
	consignment note.		consignor undertakes to		- in Chinese, when carrying	
			-		goods from Socialist	
			pay; c) the amount of the cash on		Republic of Vietnam,	
			delivery charge;		People's Republic of China	
			d) the declaration of the		and Democratic People's	
			value of the goods and the		Republic of Korea;	
			–			
			amount representing the		- in Russian, when carrying	
			special interest in delivery;		goods to Socialist Republic	
			e) the agreed transit period;		of Vietnam, People's	
			f) the agreed route;		Republic of China and	
			g) a list of the documents		Democratic People's	
			not mentioned in § 1, letter		Republic of Korea or in	
			n) handed over to the		transit via these countries	
			carrier;		Consignment note blank	
			h) the entries made by the		forms, as well as the entries	
			consignor concerning the		in all or some fields of the	
			number and description of		consignment note, may	
			seals he has affixed to the		contain translation into	
			wagon.		another language. By	
			<u>Art. 12 § 1</u>		agreement between	
			The consignment note shall		participants in the carriage,	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SN</u>
			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. <u>Art. 6 § 8</u> 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 intergovernmental regional economic integration organisation having competence to adopt		the consignm be completed language. § 4. The consi may be compl electronic cor note. The elec consignment function in the a paper consig and shall repr same set of da electronic for consignment
Electronic consignment note	Additional Protocol to the CMR Convention concerning the Electronic Consignment Note concluded in Geneva on 20 February 2008 and entered into force on 5 June 2011.	Standard model clause and IRU GCR, clause 3 use of electronic consignment notes: 3.2 the electronic consignment note has the same legal and commercial value, including the evidentiary value, and has the same effects as if it were in paper form. IRU Position on the introduction of the electronic CMR Consignment Note dated 26 April 2012: Draft model letter for the promotion of the Additional Protocol. Draft structure of the "Standard Contract to be concluded between parties willing to use the e-CMR" and its User Guide.	its own customs legislation. Art. 6 § 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 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.	Electronic c. n.; Principles set down in CIM Article 6 § 9, Contract for the electronic exchange of c. n. data (EDI contract), Printouts and Explanatory notes on the content of the c. n.).	Art. 15 § 4. The consignation of the complete complete complete consignment of the electronic consignment of the consignment of
Responsibilities/ obligations of the sender/consignor	Art.7.1 The sender shall be responsible for all expenses, loss and damage sustained by the carrier by reason of	IRU GCR, clause 4 declaration obligations of the carrier and sender and electronic data transmission and IRU GCRLS, clause 3	Art. 9 If the consignor has failed to make the entries prescribed by RID, the carrier may at any time	GTC-CIM , Point 6.4: The consignor shall seal covered wagons to the extent that national law provides for it or that it has been agreed	Article 16 Responsibility particulars er consignment § 1. The consi

<u>SMGS</u>	COMMENTS
ment note may ed in any other signment note pleted as an onsignment ectronic it note shall the same way as signment note present the data in orm as a paper it note.	
signment note pleted as an onsignment ectronic it note shall the same way as signment note present the data in orm as a paper it note.	The use of the electronic consignment note under CMR, CIM and SMGS is based on the same principle that the electronic consignment note is <u>functional equivalent</u> to the paper version.
ity for entered in the	The principles with respect to the responsibilities/obligations of
it note signor shall	the sender/consignor are the same. The

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	the inaccuracy or	declaration obligations of	unload or destroy the goods	between him and the	ensure the correctness of	sender's/consignor's or
	inadequacy of:	the provider/carrier and	or render them innocuous,	carrier.The consignor shall	the particulars and	consignee's right to dispose
	(a) The particulars specified	client/sender and electronic	as the circumstances may	seal large containers, swap	statements it enters in the	of the goods is different:
	in article 6, paragraph 1, (b),	data transmission: any data	require, without payment of	bodies, semi-trailers and	consignment note. It shall	
	(d), (e), (f), (g), (h) and (j);	pertaining to security or	compensation, save when	other closed intermodal	bear responsibility for all	According to CMR , from the
	(b) The particulars specified	safety.	he was aware of their	transport units used for	the consequences in the	moment the consignment
	in article 6, paragraph 2;	IRU GCR , clause 4.5 and IRU	dangerous nature on taking	combined transport and	event of those particulars	note is made out, the
	(c) Any other particulars or	GCRLS, clause 3.5	them over.	presented for carriage	and statements being	consignee is only entitled to
	instructions given by him to enable the consignment	specifying that the sender/client is liable for	Art. 13 § 1	loaded. The consignor and	incorrect, inaccurate or	amend the contract of
	note to be made out or for		The consignor and the	carrier may agree that	incomplete, or made elsewhere than in the	carriage if the sender has added a statement to that
	the purpose of their being	any consequences resulting from the handing over to the	carrier shall agree who is responsible for the loading	sealing of specific traffics is not required;	allotted field of the	effect on the consignment
	entered therein.	carrier/provider of goods	and unloading of the goods.	Point 7: Where the goods	consignment note. If, in	note (Article 12.3 CMR).
	Art.10	which prove falsified or	In the absence of such an	require packaging because	accordance with the	
	The sender shall be liable to	counterfeit.	agreement, for packages the		provisions of this	According to CIM , however,
	the carrier for damage to		loading and unloading shall	the consignor must pack	Agreement, the carrier	the consignee has the right to
	persons, equipment or other		be the responsibility of the	them.	enters the consignor's	amend the contract of
	goods, and for any expenses		carrier whereas for full		statements in the	carriage unless the consignor
	due to defective packing of		wagon loads loading shall be		consignment note, it shall	has included an indication to
	the goods, unless the defect		the responsibility of the		be deemed to have done so	the contrary (Article 18 § 3
	was apparent or known to		consignor and unloading,		on behalf of the consignor	with Article 18 § 2 lit. d).
	the carrier at the time when		after delivery, the		unless the contrary is	
	he took over the goods and		responsibility of the		proved.	According to SMGS the
	he made no reservations		consignee.		§ 3. The consignor shall pay	consignor's right to amend
	concerning it.Art.11: Making		<u>Art. 14</u>		the carrier a penalty ⁹ if,	the contract of carriage shall
	available any documents		The consignor shall be liable		after a contract of carriage	cease when the consignment
	required for Customs;		to the carrier for any loss or		has been concluded, the	note is delivered to the
	<u>Art.11</u>		damage and costs due to		carrier finds particulars and	consignee or the goods have
	1. For the purposes of the		the absence of, or defects		statements furnished by the	arrived at the border station
	Customs or other formalities		in, the packing of goods,		consignor in the	of entry into the country of
	which have to be completed		unless the defectiveness		consignment note to be	destination, if the carrier
	before delivery of the goods,		was apparent or known to		incorrect, inaccurate or	already has a written
	the sender shall attach the		the carrier at the time when		incomplete and, at the same	ş 0
	necessary documents to the		he took over the goods and		time, establishes that:	concerning amendment of
	consignment note or place		he made no reservations		1) the goods include articles	
	them at the disposal of the		concerning it.		that are not allowed to pass	(Article 25 § 5).
	carrier and shall furnish him		<u>Art. 15 § 1</u>		through the State border in	
	with all the information		With a view to the		at least one of the States on	
	which he requires.		completion of the		whose territory they would	
	2. The carrier shall not be		formalities required by		have to be carried;	
	under any duty to inquire		customs and other		2) dangerous goods have	
	into either the accuracy or		administrative authorities,		been accepted for carriage	
	the adequacy of such		to be completed before		in violation of their	
	documents and information.		delivery of the goods, the		conditions of carriage;	

⁹ According to Art.2 SMGS "Penalty (fine)" means a fixed sum of money or a sum of money expressed as a percentage of the amount of obligation which one party to a contract of carriage has to pay to the other party in the event of failure to fulfil obligations under the contract of carriage.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
	The sender shall be liable to		consignor must attach the		3) in the process of loading	
	the carrier for any damage		necessary documents to the		by the consignor,	
	caused by the absence,		consignment note or make		overloading of the wagon	
	inadequacy or irregularity of		them available to the carrier		(container) beyond its	
	such documents and		and furnish him with all the		carrying capacity has been	
	information, except in the		requisite information.		allowed;	
	case of some wrongful act or		<u>Art. 18 § 1</u>		4) the amount of carriage	
	neglect on the part of the		The consignor shall be		charges has been	
	carrier.		entitled to dispose of the		underestimated;	
	Art.22.1		goods and to modify the		5) circumstances	
	When the sender hands		contract of carriage by		jeopardizing the safety of	
	goods of a dangerous nature		giving subsequent orders.		traffic have arisen.	
	to the carrier, he shall		He may in particular ask the		A penalty provided for in	
	inform the carrier of the		carrier		subparagraphs 1, 2, 4 or 5 of	
	exact nature of the danger		a) to discontinue the		this paragraph shall be	
	and indicate if necessary,		carriage of the goods;		imposed in accordance with	
	precautions to be taken. If		b) to delay the delivery of		the provisions of Article 31	
	this information has not		the goods;		'Payment of carriage	
	been entered in the		c) to deliver the goods to a		charges and penalties' in an	
	consignment note, the		consignee different from the		amount equal to five times	
	-		one entered on the		the fare payable to the	
	burden of proving, by some				carrier who ascertained	
	other means, that the carrier knew the exact		consignment note;			
			d) to deliver the goods at a		such an infringement.	
	nature of the danger		place other than the place of		The penalty relating to	
	constituted by the carriage		destination entered on the		subparagraph 3 of this	
	of the said goods shall rest		consignment note.		paragraph shall be imposed	
	upon the sender or the				in accordance with the	
	consignee.				provisions of Article 31	
	<u>Art.12.1</u>				'Payment of carriage	
	The sender has the right to				charges and penalties' in	
	dispose of the goods, in				the amount of five times the	
	particular by asking the				fare for the carriage of the	
	carrier to stop the goods in				excess mass of goods due to	
	transit, to change the place				the carrier who detected the	
	at which delivery is to take				excess.	
	place or to deliver the goods				The carrier shall be entitled	
	to a consignee other than				to impose the penalties	
	the consignee indicated in				provided for in this	
	the consignment note.				paragraph, regardless of	
	<u>Art. 12.3</u>				indemnification for possible	
	The consignee shall,				damages and other	
	however, have the right of				penalties to be paid by the	
	disposal from the time when				consignor or consignee in	
	the consignment note is				accordance with the terms	
	drawn up, if the sender				of this Agreement.	
	makes an entry to that				Article 18	
	effect in the consignment				Unit containers, packaging	
	note.				and marking	

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SN
					§ 2. The cons ensure the co
					markings, lab
					applied or att packages, as
					labels affixed
					consignor to v and road vehi
					Article 19
					Loading and of the mass o
					§ 2. The natio
					country of de
					determine wh goods onto th
					carrier or the
					<u>The loading or</u> ITUs and road
					be carried out
					<u>consignor.</u> § 4. If the con
					contains no ir
					to who loaded they shall be
					have been loa
					consignor. <u>Article 22</u>
					Completion of
					administrativ
					§ 1. The consi attach to the
					note the acco
					documents ne the completic
					and other adn
					formalities ov route. These o
					shall refer on
					goods which a
					consignment question.
					If the consign
					attach to the note a docum

¹⁰ According to Art.2 SMGS "Intermodal transport unit (ITU)" means container, swap body or semi-trailer intended for the carriage of goods by two or more modes of transport without transshipment of the goods during the change of transport mode.

<u>SMGS</u>	COMMENTS
nsignor shall correctness of abels or tags ttached to cargo s well as of ed by the o wagons, ITU ¹⁰ s hicles ¹¹ .	
d determination of the cargo ional law of the eparture shall who is to load the the wagon: the e consignor. of goods onto ad vehicles shall ut by the	
onsignment note information as ed the goods, e deemed to paded by the	
of ive formalities signor shall e consignment companying necessary for tion of customs dministrative over the entire e documents only to those n appear in the nt note in	
gnor does not e consignment ment that is	

¹¹ According to Art.2 SMGS "Road vehicle" means a laden motor vehicle, road train or trailer or an empty? motor vehicle, road train or trailer, before or after use for the carriage of goods by rail.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					necessary for the	
					completion of	
					administrative formalities	
					and send it to the relevant	
					administrative inspection	
					body, it shall include	
					information about this in the	
					consignment note.	
					§ 3. The consignor shall be liable to the carrier for	
					consequences resulting	
					from the absence, insufficiency or	
					incorrectness of the	
					accompanying documents.	
					§ 4. Accompanying documents.	
					documents which the	
					consignor has attached to	
					the consignment note shall	
					be listed by the consignor in	
					the consignment note.	
					If the consignor has not	
					complied with the provisions	
					of this paragraph, the	
					contractual carrier shall	
					refuse to accept the goods	
					for carriage.	
					5. If the carriage or delivery	
					of the goods is delayed	
					because the consignor has	
					not submitted the necessary	
					accompanying documents	
					or the documents it has	
					submitted and listed in the	
					consignment note are	
					inadequate or incorrect, the	
					carrier shall be paid the	
					resulting additional carriage	
					charges and costs as well as	
					the penalties provided for by	
					national law as laid down in	
					Article 31 'Payment of	
					carriage charges and	
					penalties' of this	
					Agreement.	
					Article 23	
					Verification of goods	
					§ 2. If the consignor has not	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
					complied with the	
					conditions of carriage or the consignment does not	
					match the information	
					supplied by the consignor in	
					the consignment note, the carrier shall, in the manner	
					provided for in Article 31	
					'Payment of carriage	
					charges and penalties' and	
					in Article 32 'Additional costs associated with the	
					carriage of goods' of this	
					Agreement, be compensated	
					for all costs resulting from	
					the verification and substantiated by supporting	
					documents.	
					Article 25 § 5	
					Amendments of the	
					contract of carriage § 5. The consignor's right to	
					amend the contract of	
					carriage shall cease when	
					the consignment note is delivered to the consignee	
					or the goods have arrived at	
					the border station of entry	
					into the country of	
					destination, if the carrier already has a written	
1					declaration by the	
					consignee concerning	
					amendment of the contract	
	Art.8.1	Standard reservations in the	Art. 11 § 1	GTC-CIM, Point 6.1: Except	of carriage. Article 14	Differences regarding
	On taking over the goods,	form of a CMR Driver	The carrier shall have the	if otherwise agreed, the	Contract of carriage	carriers' obligations:
	the carrier shall check:	Checklist in 10 languages.	right to examine at any time	consignor shall be	§ 1. Under the contract of	
Obligations of the corrige ¹²	(a) The accuracy of the	IRU GCR, clause 7 carrier's	whether the conditions of	responsible for loading;	carriage, the carrier shall	CMR: The sender is entitled
Obligations of the carrier ¹²	statements in the consignment note as to the	reservations or refusal to take over the goods and IRU	carriage have been complied with and whether the	GLV-CIM : Appendix 8: In the case of circumstances	undertake, for a fee, to carry the goods entrusted to it by	to require the carrier to check the contents of the packages
	number of packages and	GCRLS, clause 6	consignment corresponds	preventing carriage in the	the consignor to the	(Article 8.3). Where the
	their marks and numbers,	provider/carrier's	with the entries in the	sense of CIM Article 20, of	destination station over the	carrier has no reasonable
	and	reservations or refusal to	consignment note made by	his own accord the carrier is	route agreed by the	means to check, he must

¹² According to Art. 3 lit. a) CIM "carrier" means the contractual carrier with whom the consignor has concluded the contract of carriage pursuant to these Uniform Rules, or a successive carrier who is liable on the basis of this contract.

of the goids and their packaging. ALB.2pupposes of performing logistic services. IFU GCR, clause 13 specific the accuracy of the dangerous goods and IRU the sorties of the article, he shall be accuracy of the article, he shall of the some match the grands for any reservices on the sources of the and continge of and continge of the shall be accuracy of the paragraph I alo of his article, he shall were the some of the paragraph I alo of his article, he shall were the some the source of the presenting of the goods.examination concerns the task for introvices into the presenting into the source of the presenting of the goods.centre is the shall for the the consignment note to good on the shall the source of the presenting of the goods.centre is the shall for the presenting of the goods.centre is the the shall be accuracy of the presenting of the presenting of the goods.centre is the the source of the presenting of the goods.centre is the the source of the presenting of the goods.centre is the the source of the presenting of the goods.centre is the the consignment note to the source of the consignment note to the good source.centre is the the is the the consignment note the good source.centre is the the consignment note the source of the the source of the consignment note.centre is the the consignment note the source of the the source of the consignment note.centre is the the consignment note the source of the the source of the consignment note.centre is the the source of the the sour	Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
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Art.B.2 IRU CRC, clause 13 specific reasonable means of reasonable means of checking the accuracy of the statements referred to in paragraph 1 (a) of this statements referred to in paragraph 1 (b) of this specify the grands for any reservations which they makes with regard to the paragraph 1 the paragraph 1 (b) of this specify the grands for any reservations which they makes with regard to the paragraph 1 the paragraph 1 (b) of this specify the grands for any reservations which they makes with regard to the paragraph 1 their packaging. Intermet to paragraph 1 (b) of this specify the grands for any reservations shell net paragraph 1 (b) of this specify the in in the paragraph 1 (b) of the paragraph 1 (b) paragraph 1 (b) paragraph 1 (b) paragraph specify the in in the paragraph 1 (b) paragraph 1 (b)		of the goods and their	purposes of performing	examination concerns the	the circumstances or shall	contractual carrier and to	reservations on the
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Where the carriers and reasonable means of checking the accuracy of the chargerous goods.crites of the person entitide; where the person entitide; where the person entitide; where the person entitide; where the person entitide; where arrier is to ask for independent witnesses, undependent witnesses, un		· • •	•	consignment, this shall be	person entitled;	consignee.	also note anything which is
reasonable means of chacking the accuracy of the statements referred to in paragraph 1 (a) of this article, he shall onter his reservations in the consignment note together with the grounds on which they are based. He statements who her makes with regard to the appared to the the sched to the appared to the appared to the the sched to t		Where the carrier has no	•	-	GLV-CIM: Appendix 9: In the		apparently suspect about th
checking the accuracy of the statements referred to in paragraph 1(a) of this anatoick, be shell enter his independent witnesse, articel, be shell enter his to consignment note together with the grounds on which they are based. He shell like wise specify the grounds for any reservations which he makes with regard to the specify the grounds for any reservations which he makes and appearent condition of the specify the grounds for any reservations which he makes with ergand to the specify the grounds for any reservations which he makes with ergands to the specify the grounds for any reservations which he makes with ergand to the specify the grounds for any reservations which he makes with ergand to the specify the grounds for any reservations which he makes with ergand to the specify the grounds for any reservations which he makes with ergand to the specify the grounds for any reservations which he makes with ergand to the specify the grounds for any reservations which he makes with ergand to the specify the regards and uncating and unloading of the goods. In the absence of such an agreement, for packages to full wagon loads loading shall be to require the carrier to the esponsibility of the consignment note. Art. 13 1 The service shall be entitled to require the consignment note. Art. 13 1 The service shall be entitle shall for the consignment note agries make with ergands the carrier shall to require the carrier to the service, the responsibility of the consignment note. Art. 13 1 The service shall be entitle diverty against receipt and pay consignment note. Art. 13 1 The carrier shall be to require the carrier shall to require the carrier shall to require the carrier shall to require the carrier shall to require the carrier		reasonable means of	9	possible in the presence of			goods. If the carrier fails to
statements referred to in paragraph 1 (a) of this articis, he shall enter his reservations in the consignment note together with the yare grounds on which they are based. He shall livewise specify the grounds for any reservations which he apparent condition of the specify the grounds for any reservations which he apparent condition of the specify the grounds for any reservations which he apparent condition of the specify the grounds for any reservations which he apparent condition of the specify the grounds for any reservations which he apparent condition of the spools and their packaging. Such reservations shall net bind the sender unless he has sequessly agreed to be bound by them in tota.this is not possible, the takes place provide takes place provide takes place provide totake place place place place place totake place		checking the accuracy of the			preventing delivery in the		make such reservations, it
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the carrier for any damage decide whether it is consignor to the decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it is decide whether it decide whether it is decide whether it decide				U		-	unioaaing).
caused by the absence, preferable to carry the consignment note are		• •					

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
	inadequacy or irregularity of		goods as a matter of course		correct and sufficient.	
	such documents and		by modifying the route or		§ 4. Accompanying	
	information, except in the		whether it is advisable, in		documents which the	
	case of some wrongful act or		the interest of the person		consignor has attached to	
	neglect on the part of the		entitled, to ask him for		the consignment note shall	
	carrier. 3. The liability of the		instructions while giving him		be listed by the consignor in	
	carrier for the consequences		any relevant information		the consignment note.	
	arising from the loss or		available to the carrier.		<u>If the consignor has not</u>	
	incorrect use of the				complied with the provisions	
	documents specified in and				of this paragraph, the	
	accompanying the				contractual carrier shall	
	consignment note or				<u>refuse to accept the goods</u>	
	deposited with the carrier				<u>for carriage</u> .	
	shall be that of an agent,				§ 6. Opening a wagon, ITU or	
	provided that the				road vehicle for border,	
	compensation payable by				customs, sanitary,	
	the carrier shall not exceed				veterinary, phytosanitary	
	that payable in the event of				and other controls shall be	
	loss of the goods.				recorded by the carrier by	
	<u>Art.14</u>				means of a report of	
	1. If for any reason it is or				opening.	
	becomes impossible to carry					
	out the contract in					
	accordance with the terms					
	laid down in the					
	consignment note 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.					
	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 from the person					
	entitled to dispose of the					
	goods in accordance with					
	the					
	provisions of article 12, he					
	shall take such steps as					

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	seem to him to be in the					
	best interests of the person					
	entitled to dispose of the					
	goods. <u>Art.22.2</u>					
	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.					
	<u>Art. 13.1</u>	IRU GCR, clause 6 takeover	<u>Art. 17 § 1</u>		<u>Art. 26</u>	All three Conventions have
	After arrival of the goods at	and delivery and IRU GCRLS,	The carrier must hand over	Agreements made between	Delivery of goods	similar principles for the
	the place designated for	clause 5 takeover,	the consignment note and	-	§ 1. On arrival of the goods	delivery of the goods and th
		movement and delivery of	deliver the goods to the		at the destination station,	rights of the carrier, when
	be entitled to require the carrier to deliver to him,	the goods in the framework of logistic services.	consignee at the place designated for delivery	goods for carriage under the contract of carriage shall		circumstances prevent
	against a receipt, the	IRU GCR, clause 9 sender's	against receipt and payment	determine acceptance of the	consignment note and the	delivery:
		rights (over the goods)	of the amounts due	goods for carriage, the	the consignee shall accept	Pursuant to Article 22 § 6
	consignment note and the	during carriage and IRU	according to the contract of	•	the goods and the	CIM, the carrier may return
	goods. If the loss of the	GCRLS, clause 8	carriage.	the loading point, or of the	consignment note.	the goods to the consignor
	goods is established or if the		Art. 21 § 1	private siding at the	§ 2. The consignee may	even destroy them if the
	-	the goods during	When circumstances	forwarding point. By default,		consignor fails to give
	the expiry of the period	performance of logistic	prevent delivery, the carrier	acceptance shall take place	only in cases where, through	instructions where to deliv
	provided for in article 19,	services: cf. to Art.15.1, 16.2	must without delay inform	in accordance with the	the fault of the carrier, the	the goods. Under SMGS, th
Delivery	the consignee shall be	and 16.3.	the consignor and ask him	provisions in force at the	quality of the goods has	carrier has a general right i
	entitled to enforce in his		for instructions, save where	forwarding point;	changed so much that they	dispose of the goods.
	own name against the		the consignor has	Point 11.2: Agreements	can no longer be used,	
	carrier any rights arising		requested, by an entry in the		•	
	from the contract of		consignment note, that the	-	the original purpose.	16, the carrier may
	carriage.		goods be returned to him as		§ 3. The consignment note	immediately unload the
	<u>Art. 15.1</u>		a matter of course in the		and the goods shall be	goods and thereupon the
	Where circumstances		event of circumstances	0	delivered after the	carriage shall be deemed t
	prevent delivery of the		preventing delivery.	delivery of the goods, the	consignee has paid all	be at an end. After that, th
	goods after their arrival at		Art. 22 § 1. The carrier shall be	servicing of the terminal, of	carriage charges payable to	carrier can then hold the
	the place designated for delivery, the carrier shall		entitled to recover the costs	the unloading point, or of the private siding at the	the carrier, save where otherwise stipulated in the	goods (16.2.), entrust them a third party (16.2.) or sell
	ask the sender for his		occasioned by	destination point. By	agreement between them.	them (16.3.). Under CIM th
	instructions. If the		a) his request for	default, delivery shall take	The consignee shall be	carrier may proceed to sell
			μα/ πιο τοφασοι τοι	I GOIGUL, GOUVOLY SHALLAND	I THE CONSIGNEE SHALL DE	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	the sender shall be entitled		b) the carrying out of	provisions in force at the	charges for all of the goods	instructions from the perso
	to dispose of them without		instructions received,	delivery point; GTM-CIT :	specified in the	entitled, if this is justified by
	being obliged to produce the		c) the fact that instructions	Working sheet 09-01:	consignment note even if	the perishable nature or the
	first copy of the		requested do not reach him	Delivery: Processing of the	part of the goods specified	condition of the goods, or if
	consignment note. <u>Art.16</u>		or do not reach him in time,	consignment note and	in the consignment note is	the costs of storage would
	1. The carrier shall be		d) the fact that he has taken	accompanying documents;	missing.	out of proportion to the val
	entitled to recover the cost		a decision in accordance	09-02: Making the goods	§ 4. Where the consignment	of the goods. In other cases
	of his request for		with Article 20 § 1, without	available.	is unloaded by the	he may also proceed to sel
	instructions and any		having asked for		consignee, the carrier shall	the goods if, within a
	expenses entailed in		instructions, unless such		take part in verification of	reasonable time, he has no
	carrying out such		costs were caused by his		the number of packages or	received instruction from t
	instructions, unless such		fault. The carrier may in		the condition or mass of the	person entitled.
	expenses were caused by		particular recover the		goods if:	
	the wrongful act or neglect		carriage charge applicable		1) the goods have arrived at	Under SMGS there are
	of the carrier.		to the route followed and		the destination station	similar provisions.
	2. In the cases referred to in		shall be allowed the transit		showing signs that access	
	article 14, paragraph 1, and		periods applicable to such		may have been gained to the	
	in article 15, the carrier may		route.		goods in a wagon, ITU or	
	immediately unload the		§ 2. In the cases referred to		road vehicle with intact	
	goods for account of the		in Article 20 § 2 and Article		seals of the consignor,	
	person entitled to dispose of		21 § 1 the carrier may		bearing markings	
	them and thereupon the		immediately unload the		corresponding to those	
	carriage shall be deemed to		goods at the cost of the		indicated in the	
	be at an end. The carrier		person entitled. Thereupon		consignment note;	
	shall then hold the goods on		the carriage shall be		2) the goods have arrived at	
	behalf of the person so		deemed to be at an end. The		the destination station in a	
	entitled. He may, however,		carrier shall then be in		wagon, ITU or road vehicle	
	entrust them to a third		charge of the goods on		with lost seals, damaged	
	party, and in that case he		behalf of the person		seals or seals bearing	
	shall not be under any		entitled. He may, however,		markings not corresponding	
	liability except for the		entrust them to a third		to those indicated in the	
	exercise of reasonable care		party, and shall then be		consignment note; the	
	in the choice of such third		responsible only for the		carrier shall, however, be	
	party. The charges due		exercise of reasonable care		entitled to refuse to take	
	under the consignment note		in the choice of such third		part in verifying the goods if	
	and all other expenses shall		party. The charges due		even one undamaged seal of	
	remain chargeable against		under the contract of		the consignor, preventing	
	the goods.		carriage and all other costs		access to the goods and	
	3. The carrier may sell the		shall remain chargeable		bearing markings	
	goods, without awaiting		against the goods.		corresponding to those	
	instructions from the person		§ 3. The carrier may proceed		shown in the consignment	
	entitled to dispose of them,		to the sale of the goods,		note, is still in place;	
	if the goods are perishable		without awaiting		3) goods transported in open	
	or their condition warrants		instructions from the person		rolling stock show signs of	
	such a course, or when the		entitled, if this is justified by		shortage, damage or	
	storage expenses would be		the perishable nature or the		spoilage which can be	
	out of proportion to the		condition of the goods or if		determined by external	
	value of the goods. He may		the costs of storage would		visual inspection;	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SN
	also proceed to the sale of		be out of proportion to the		4) perishable
	the goods in other cases if		value of the goods. In other		arrived upon e
	after the expiry of a		cases he may also proceed		delivery perio
	reasonable period he has		to the sale of the goods if		5) the carrier
	not received from the		within a reasonable time he		adhered to th
	person entitled to dispose of		has not received from the		regime for ca
	the goods instructions to the		person entitled instructions		refrigerated w
	contrary which he may		to the contrary which he		operates;
	reasonably be required to		may reasonably be required		6) the goods v
	carry out.		to carry out.		the carrier.
	4. If the goods have been		§ 4. If the goods have been		
	sold pursuant to this article,		sold, the proceeds of sale,		<u>Art. 28</u>
	the proceeds of sale, after		after deduction of the costs		Obstructions
	deduction of the expenses		chargeable against the		delivery of go
	chargeable against the		goods, must be placed at		§ 1. If, for reas
	goods, shall be placed at the		the disposal of the person		the carrier's c
	disposal of the person		entitled. If the proceeds of		obstruction to
	entitled to dispose of the		sale are less than those		of goods arise
	goods. If these charges		costs, the consignor must		shall decide v
	exceed the proceeds of sale,		pay the difference.		obtain instruc
	the carrier shall be entitled		§ 5. The procedure in the		consignor or t
	to the difference.		case of sale shall be		consignment
	5. The procedure in the case		determined by the laws and		destination st
	of sale shall be determined		prescriptions in force at, or		modification
	by the law or custom of the		by the custom of, the place		route.
	place where the goods are		where the goods are		§ 2. If the carr
	situated.		situated.		reasons beyo
			§ 6. If the consignor, in the		cannot transp
			case of circumstances		with modifica
			preventing carriage or		original route
			delivery, fails to give		carriage, or de
			instructions within a		goods to the c
			reasonable time and if the		carrier shall in
			circumstances preventing		ask for instru
			carriage or delivery cannot		consignor.
			be eliminated in accordance		§ 3. If, within
			with §§ 2 and 3, the carrier		after the appl
			may return the goods to the		consignor, or
			consignor or, if it is justified,		days in the ca
			destroy them, at the cost of		perishable go
			the consignor.		two days in th
					animals, the c
					to give instruc what to do wit
					gives instruct
					cannot be car
					carrier shall h
					to dispose of

<u>SMGS</u>	COMMENTS
e goods have n expiry of the iod; r has not the temperature arriage in the wagons it	
were loaded by	
s to carriage and goods asons beyond control, an to the carriage ses, the carrier whether to uctions from the r to transport the station with	
n of the original arrier, for rond its control, sport the goods cation of the ce, continue deliver the e consignee, the immediately ructions from the	
n eight days plication to the or within three case of goods and within the case of e consignor fails uctions as to with the goods or ctions which arried out, the have the right of the goods.	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					§ 4. The carrier shall have the right to dispose of the goods without observing the deadlines set forth in § 3 of this Article if the condition of the goods calls for urgent action. § 5. If the consignor has given instructions in the consignment note as to what to do with the goods in the event of impediments to carriage and delivery of the goods, the carrier shall act accordingly. If the carrier decides that such instructions cannot be carried out, the provisions of § 1-3 of this Article shall apply. § 6. If obstructions to the carriage and delivery of goods arise for reasons beyond the carrier's control, the carrier shall be paid the additional carriage charges and costs it has incurred in	
					connection with the obstruction, as well as penalties where these are provided for by national law.	
Presumption of liability of the carrier	the goods and the time of	IRU GCRLS , clause 14 provider's liability: 14.1 the provider shall be bound to a best efforts obligation to provide the agreed logistic services, from takeover to delivery of the goods. So he shall only be liable for his proved wrongful act or neglect.	Art. 23 § 1 (Strict liability) 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. Art. 24 § 1 (Presumed liability) In case of carriage of railway vehicles running on their own wheels and consigned		Article 37 Liability of the carrier § 1. A carrier shall bear liability in respect of the consignor or the consignee, arising solely from the contract of carriage, in the manner and within the limits prescribed by this Agreement. § 2. The carrier shall be liable for loss or shortage of, or damage to (spoilage of), goods between the time of their acceptance for carriage and the time of their delivery. The	Obligation of result: strict liability of the carrier in CMR, CIM and SMGS. Differences regarding the presumption of liability of the carrier: In Article 24 CIM there are railway-specific provisions on liability for fault in case of carriage of railway vehicles as goods; while under CMR there is none.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SM
	the performance of the		as goods, the carrier shall		circumstances
	carriage, when such agents,		be liable for the loss or		grounds for the
	servants or other persons		damage resulting from the		liability for the
	are acting within the scope		loss of, or damage to, the		shortage of, or
	of their employment, as if		vehicle or to its removable		(spoilage of), t
	such acts or omissions were		parts arising between the		shall be certifi
	his own.		time of taking over for		formal report.
	<u>Art.11.3</u>		carriage and the time of		§ 3. The carrier
	The liability of the carrier for		delivery and for loss or		liable for excee
	the consequences arising		damage resulting from		goods delivery
	from the loss or incorrect		exceeding the transit period,		<u>Article 39</u>
	use of the documents		unless he proves that the		Limits of a car
	specified in and		loss or damage was not		§ 1. The limit o
	accompanying the		caused by his fault.		liability shall n
	consignment note or		<u>Art.31§1</u> (Restricted		amount of com
	deposited with the carrier		liability)		payable by the
	shall be that of an agent,		In respect of goods which,		the loss of goo
	provided that the		by reason of their nature,		
	compensation payable by		are generally subject to		
	the carrier shall not exceed		wastage in transit by the		
	that payable in the event of		sole fact of carriage, the		
	loss of the goods. <u>Art.12.7</u>		carrier shall only be liable to		
	A carrier who has not carried		the extent that the wastage		
	out the instructions given		exceeds the following		
	under the conditions		allowances, whatever the		
	provided for in this article or		length of the route:		
	who has carried them out		a) two per cent of the mass		
	without requiring the first		for liquid goods or goods		
	copy of the consignment note to be produced, shall		consigned in a moist condition;		
	be liable to the person		b) one per cent of the mass		
	entitled to make a claim for		for dry goods.		
	any loss or damage caused		Art. 15 § 3		
	thereby.		The carrier shall be liable for		
	thereby.		any consequences arising		
			from the loss or misuse of		
			the documents referred to in		
			the consignment note and		
			accompanying it or		
			deposited with the carrier,		
			unless the loss of the		
			documents or the loss or		
			damage caused by the		
			misuse of the documents		
			has been caused by		
			circumstances which the		
			carrier could not avoid and		
			the consequences of which		

<u>SMGS</u>	COMMENTS
ces constituting the carrier's the loss or or damage to), the goods, tified by the rt. rier shall be ceeding the ery period.	
carrier's liability t of a carrier's ll not exceed the ompensation the carrier for goods.	

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
			he was unable to prevent.			
			Nevertheless any			
			compensation payable shall not exceed that provided for			
			in the event of loss of the			
			goods.			
			500001			
			<u>Art. 19§6</u>			
			In the case of fault of the			
			carrier he shall be liable for			
			the consequences of failure			
			to carry out an 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.			
			<u>Art. 19 § 7</u>			
			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. Nevertheless, any			
			compensation payable shall			
			not exceed that provided for			
			in case of loss of the goods.			
	<u>Art.18.1</u>		<u>Art. 25 § 1</u>		Article 41	With respect to the general
	The burden of proving that		The burden of proving that		Burden of proof	rule of burden of proof, there
	loss, damage or delay was		the loss, damage or		§ 1. The burden of proving	are no differences in CMR,
	due to one of the causes		exceeding of the transit		that loss or shortage of, or	CIM or SMGS.
	specified in article		period was due to one of the		damage to (spoilage of)	In SMGS , there is a number
	17, paragraph 2, shall rest		causes specified in Article		goods occurred as a result	of cases where the carrier is a
Durdon of succe	upon <u>the carrier</u> . <u>Art.18.2</u>		23 § 2 shall lie on <u>the carrier</u> .		of one of the circumstances	priori relieved from the
Burden of proof	When the carrier establishes that in the circumstances of		<u>Art. 25 § 2</u> When the carrier establishes		specified in subparagraphs 1 and 4 of § 2 of Article 39	liability; there are some
	the case, the loss or damage		that, having regard to the		Limits of carrier liability'	additional specific reasons
	could be attributed to one or		circumstances of a		shall be borne by the carrier.	regarding the right of the
	more of the special risks		particular case, the loss or		§ 2. If it is established that	consignee or consignor to
	referred to in article 17,		damage could have arisen		the loss or shortage of, or	prove the contrary.
	paragraph 4, it shall be		from one or more of the		damage to (spoilage of) the	
	presumed that it was so		special risks referred to in		goods could have occurred	
Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
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	caused. <u>The claimant</u> 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.		Article 23 § 3, it shall be presumed that it did so arise. <u>The person entitled</u> 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.		as a result of the circumstances specified in subparagraphs 2, 3 and 5-10 of § 2 and subparagraphs 2 and 3 of § 7 of Article 39 'Limits of carrier liability', the damage shall be considered to have occurred as a result of those circumstances <u>unless the</u> <u>consignor or the consignee</u> <u>proves otherwise.</u> § 3. The burden of proving that the exceedance of the goods delivery period was not attributable to the carrier shall be borne <u>by the</u> parrier	
Exemptions from liability	Art. 17.2The 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.Art.17.4 (Special risks - burden of proof reversed, Art.18.2) Subject to article 18, 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:	IRU GCR, clause 18 cf. to Art.17.2 and 17.4 of the CMR Convention. Strikes and demonstrations may be considered as grounds for exemption.	Art. 23 § 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. Art. 23 § 3 (Special risks - burden of proof reversed) The carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances : a) carriage in open wagons		carrier.Article 39Limits of a carrier's liability§ 2. The carrier shall berelieved of liability for lossor shortage of, damage to(spoilage of) goods acceptedfor carriage if these haveoccurred:1) due to circumstanceswhich the carrier could notavert and the elimination ofwhich was beyond itscontrol;2) due to the inadequatequality of goods, unitcontainers or packaging, orowing to particular naturaland physical properties ofgoods, unit containers orpackaging that has causeddamage to (spoilage of)them;3) through the fault of theconsignor or the consignee,or in consequence of theirrequirements, owing towhich blame cannot be	All three Conventions – CIM, SMGS and CMR – provide for exemptions from liability. Similar regulation: In case of general grounds of exemption from liability (Article 17.2 CMR/Article 23 § 2 CIM/ Article 39 subparagraphs 1 and 4 of § 2 SMGS), the carrier has to prove that the loss, damage or delay was caused by one of the circumstances set out in the general grounds. Thus, he can be relieved of liability. In case of special risks of exemption from liability, the exemptions from liability in accordance with Article 17.4. CMR/Article 23 § 3 CIM grant special privileges to the carriers for the specific risks of railway or road transport. The claimants have to prove that those risks were not the cause of the loss or damage

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	(a) use of open unsheeted vehicles, when their use has		pursuant to the General Conditions of Carriage ¹³ or		attributed to the carrier; 4) for reasons connected	(reversal of the burden of proof in accordance with
	been expressly agreed and		when it has been expressly		with the loading or	Article 18.2 CMR/Article 25 §
	specified in the		agreed and entered in the		unloading of goods, if these	2 CIM).
	consignment note;		consignment note; subject		operations were performed	
	(b) the lack of, or defective		to damage sustained by the		by the consignor or the	SMGS also provides for
	condition of packing in the		goods because of		consignee;	special risks where the
	case of goods which, by		atmospheric influences,		5) due to the absence of unit	carrier is exempt from
	their nature, are liable to		goods carried in intermodal		containers or packaging of	liability. The exemptions from
	wastage or to be damaged		transport units ¹⁴ and in		the goods which were	liability for the carrier are
	when not packed or when		closed road vehicles carried		necessary for their carriage;	extensive and a priori in
	not properly packed;		on wagons shall not be		6) as a result of the fact that	SMGS (Article 39,
	(c) handling, loading,		considered as being carried		the consignor handed the	subparagraphs 2, 3 and 5-10
	stowage or unloading of the		in open wagons; if for the		goods over for carriage	of § 2 and subparagraphs 2 and 2 of § 7.
	goods by the sender, the consignee or person acting		carriage of goods in open wagons, the consignor uses		under an incorrect, inaccurate or incomplete	and 3 of § 7).
	on behalf of the sender or		sheets, the carrier shall		designation, or without	In case of total or partial loss
	the consignee;		assume the same liability as		complying with the terms of	of the goods, both the CIM
	(d) the nature of certain		falls to him for carriage in		this Agreement;	and SMGS conventions
	kinds of goods which		open wagons without		7) due to loading of goods by	
	particularly exposes them to		sheeting, even in respect of		the consignor onto a wagon	claiming the loss of those
	total or partial loss or to		goods which, according to		or into a container not	goods (presumption of the
	damage, especially through		the General Conditions of		suitable for the carriage of	loss of the goods).
	breakage, rust, decay,		Carriage, are not carried in		the goods in question;	<u> </u>
	desiccation, leakage, normal		open wagons;		8) due to the incorrect	
	wastage, or		b) absence or inadequacy of		selection, by the consignor,	
	the action of moth or		packaging in the case of		of the method of carriage of	
	vermin;		goods which by their nature		perishable goods or of the	
	(e) insufficiency or		are liable to loss or damage		type of wagon (container);	
	inadequacy of marks or		when not packed or when		9) due to failure by the	
	numbers on the packages;		not packed properly;		consignor or by the	
	(f) the carriage of livestock.		c) loading of the goods by		consignee to complete or	
			the consignor or unloading		inadequate completion of	
			by the consignee;		customs or other	
			d) the nature of certain		administrative formalities;	
			goods which particularly		10) due to the checking,	
			exposes them to total or		detention or confiscation of	
			partial loss or damage,		goods by public authorities,	
			especially through		for reasons beyond the carrier's control.	
			breakage, rust, interior and spontaneous decay,		§ 3. The carrier shall not be	
			desiccation or wastage;		liable for loss or shortage of,	
			e) irregular, incorrect or		or damage to (spoilage of)	
L	1			1	or damage to (sponage of)	1

¹³ According to Art. 3 lit. c) CIM "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. ¹⁴ According to Art. 3 lit. d) CIM "intermodal transport unit" means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
			incomplete description or		goods accepted for carriage	
			numbering of packages;		if this happened during	
			f) carriage of live animals;		carriage subject to special	
			g) carriage which, pursuant		contractual terms and	
			to applicable provisions or		exemption from liability is	
			agreements made between		provided for in these special	
			the consignor and the		contractual terms.	
			carrier and entered on the		§ 4. The carrier shall not be	
			consignment note, must be		liable for shortages of:	
			accompanied by an		1) goods transported in unit	
			attendant, if the loss or		containers or in bundles, if	
			damage results from a risk		the total number of items in	
			which the attendant was		intact unit containers or	
			intended to avert.		bundles are delivered to the	
					consignee and there are no external signs of access to	
					the contents that could have	
					caused a partial loss of the	
					goods;	
					2) goods transported	
					without unit containers or	
					bundling if the total number	
					of intact items are delivered	
					to the consignee and there	
					are no external signs of	
					access to the contents that	
					could have caused a	
					shortage of the goods;	
					3) goods, if the goods loaded	
					by the consignor into	
					wagons, ITUs or road	
					vehicles are delivered to the	
					consignee with the	
					consignor's seals intact and	
					there are no external signs	
					of access to the goods that	
					could have caused a	
					shortage of the goods;	
					4) goods in containers	
					loaded by the consignor	
					onto a wagon (with doors	
					facing inside), if the	
					containers on this wagon	
					continued their journey	
					without being re-arranged	
					and were handed over to the	
					consignee without the	
					checking of seals and	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					without any external signs of	
					access to the goods that	
					could have caused a	
					shortage of the goods;	
					5) goods accepted for	
					carriage in open rolling stock, if the goods have	
					arrived in an intact wagon	
					without reloading en route,	
					and there are no signs	
					indicating that a shortage of	
					goods occurred during	
					carriage;	
					6) removable or spare parts	
					stowed in sealed ITUs or	
					road vehicles, if these ITUs	
					or road vehicles were	
					delivered to the consignee	
					with the consignor's seals	
					intact.	
					§ 5. The carrier shall not be	
					liable for damage to goods	
					accepted for carriage in	
					open rolling stock if the	
					goods have arrived in intact	
					wagons without reloading en	
					route and there are no signs	
					indicating damage to (spoilage of) the goods	
					during carriage.	
					§ 6. The carrier shall be	
					relieved of liability for	
					exceeding the goods	
					delivery period if the	
					exceedance was caused:	
					1) by circumstances which	
					the carrier could not avert	
					and the elimination of which	
					was beyond its control;	
					2) through the fault of the	
					consignor or of the	
					consignee, or in	
					consequence of their	
					requirements, whereby	
					blame cannot be attributed	
					to the carrier;	
					3) owing to non-completion	
					or inadequate completion of	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					customs or other	
					administrative formalities	
					by the consignor or the	
					consignee, or a person	
					authorised by them.	
					§ 7. In international through railway-ferry traffic, the	
					carrier shall also be	
					released from liability for	
					loss or shortage of, damage	
					to (spoilage of), or	
					exceeding the delivery	
					period for goods accepted	
					for carriage if the loss,	
					shortage, damage (spoilage)	
					or exceedance of the goods	
					delivery period occurred as a	
					result of:	
					1) a fire, if the carrier proves	
					that the fire did not occur	
					through its fault or through	
					the fault of other persons	
					whose services it uses to execute the contract of	
					carriage, when these other	
					persons were performing	
					their duties;	
					2) lifesaving measures or	
					reasonable measures to	
					save property;	
					3) a hazard, danger or	
					accidents.	
					The carrier may refer to	
					these reasons for release	
					from liability only if it proves	
					that the loss or shortage of,	
					damage to (spoilage of), or	
					exceedance of the delivery	
					period of goods took place	
					on the waterway section of the route during the period	
					from commencement of the	
					loading of the goods (loading	
					the container with goods) in	
					a wagon for waterway	
					transport and before its	
					unloading from the	
					waterway transport.	

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
					Article 43 Limitation of liability for	
					shortage of mass of goods	
					§ 1. In respect of goods	
					which, by reason of their	
					nature, are subject to	
					wastage during carriage, the	
					carrier shall, whatever the	
					distance travelled by the	
					goods, be liable only to the	
					extent that the shortage	
					exceeds the following	
					allowances:	
					1) 2% of mass for liquid	
					goods or goods presented	
					for carriage in a wet (moist) condition;	
					2) 1% of mass for dry goods.	
					In the case of goods	
					transported in bulk, if these	
					are transshipped en route,	
					the above allowances shall	
					be increased by 0.3% for	
					each transshipment.	
					§ 2. In respect of goods	
					which, by reason of their	
					nature, are subject to	
					wastage during carriage, the	
					carrier shall, whatever the	
					distance travelled by the	
					goods, be liable only to the	
					extent that the shortage exceeds 0.2% of the mass of	
					the goods.	
					§ 3. Where several cargo	
					packages are carried under	
					a single consignment note,	
					wastage shall be calculated	
					separately for each package	
					if its mass has been shown	
					separately in the	
					consignment note or can be	
					ascertained by other means.	
					§ 4. When calculating	
					compensation for the loss or	
					shortage of several cargo	
					packages, no deductions for	
					the allowances laid down in	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
					§ 1 and § 2 of this Article	
					shall be made in respect of	
					lost goods or short	
					packages.	
	<u>Art.19</u>		<u>Art. 16</u>		Article 24	Delay in delivery is differen
	Delay in delivery shall be		§ 1. The consignor and the		Goods delivery period	
	said to occur when the		carrier shall agree the		§ 1. Save where otherwise	CIM limits the liability for
	goods have not been		transit period. In the		agreed by the consignor and	delays in delivery to <u>four</u>
	delivered within the agreed		absence of an agreement,		the carrier, the delivery	times the amount of freig
	time-limit or when, failing		the transit period must not		period shall be determined	<u>charges</u> , whereas SMGS I
	an agreed time-limit, the		exceed that which would		for the whole of the route	a highly differentiated sys
	actual duration of the		result from the application		followed by the goods and	of penalties if the carrier
	carriage having regard to the		of §§ 2 to 4.		must not exceed the period	to comply with the goods
	circumstances of the case,		§ 2. Subject to §§ 3 and 4,		calculated on the basis of	delivery deadline (Article
	and in particular, in the case		the maximum transit		the rates established in this	SMGS).
	of partial loads, the time		periods shall be as follows:		Article	In case of delay, SMGS
	required for making up a		a) for wagon-load		§ 2. The goods delivery	provides for gradually
	complete load in the normal		consignments		period shall be determined	increasing compensation
	way, exceeds the time it would be reasonable to		- period for consignment 12		on the basis of the following	to 30% of the carriage
			hours, - period for carriage, for each 400 km or fraction		rates:	charge.
	allow a diligent carrier.				- for containers: 1 day (24	CMR only provides for
			thereof 24 hours;		hours) per 150 km or part	compensation for delay t
			b) for less than wagon-load		thereof;	shall not exceed the carr
			consignment		- for other consignments: 1	charges.
			 period for consignments 24 hours, 		day (24 hours) per 200 km or part thereof.	CIM and SMGS have
Delay in delivery			- period for carriage, for		Delivery periods shall be set	
			each 200 km or fraction		by the carrier for the goods	delivery.
			thereof 24 hours.		requiring a speed restriction	Under the CIM rules, the
			The distances shall relate to		due to their technical	general period for the de
			the agreed route or, in the		characteristics, out-of-	of goods is 400 km for
			absence thereof, to the		gauge goods and goods	express shipments. Unde
			shortest possible route.		travelling on special trains	the SMGS rules the perio
			§ 3. The carrier may fix		with a separate locomotive.	carriage for containers is
			additional transit periods of		For goods being moved in	day (24 hours) per 150 kr
			specified duration in the		international through	part thereof;
			following cases :		railway-ferry traffic, the	-for other consignments.
			a) consignments to be		delivery period for the	day (24 hours) per 200 kr
			carried		waterway section of the	part thereof.
			- by lines of a different		journey shall be set by the	CMR uses the expression
			gauge,		carrier on that section of the	"the reasonable time allo
			- by sea or inland waterway,		journey.	to the carrier" in cases in
			- by road if there is no rail		§ 3. The goods delivery	which no time limit has b
			link;		period shall increase by one	agreed.
			b) exceptional		day for operations	
			circumstances causing an		connected with shipment of	In all cases, the time of
			exceptional increase in		the goods.	delivery (CMR), transit pe
			traffic or exceptional		The goods delivery period	(CIM) or delivery period

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
			operating difficulties.		shall increase by two days:	(SMGS) can be agreed
			The duration of the		- each time the goods are	between the parties to the
			additional transit periods		trans-shipped to wagons of	transport contract.
			must appear in the General		a different gauge;	
			Conditions of Carriage.		- each time wagons or cargo	
			§ 4. The transit period shall		on its own axles are changed	
			start to run after the taking		over to bogies of another	
			over of the goods; it shall be		gauge;	
			extended by the duration of		- for the carriage of goods in	
			a stay caused without any		international through	
			fault of the carrier. The		railway-ferry traffic.	
			transit period shall be		§ 4. The delivery period shall	
			suspended on Sundays and		be extended for the duration	
			statutory holidays.		of any delay en route for	
					reasons beyond the control	
					of the carrier.	
					§ 5. The duration of the	
					goods delivery period shall	
					begin at 00:00 on the day	
					following the day on which	
					the contract of carriage is	
					concluded, and shall end	
					when the consignee is given	
					notice that the goods have	
					arrived, an incomplete day	
					(24-hour period) being counted as a full day.	
					§ 6. Where the goods are	
					distributed en route, the	
					delivery period shall be	
					calculated for that portion	
					of the goods which has	
					arrived according to the	
					consignment note.	
					§ 7. The delivery period shall	
					be deemed to have been	
					complied with if the goods	
					have arrived at the	
					destination station before	
					the period has expired and	
					the carrier notifies the	
					consignee that the goods	
					have arrived and can be	
					handed over to the	
					consignee. The procedure	
1					for notifying the consignee	
1					shall be determined by the	
					national law in force at the	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					place where delivery takes place.	
Presumption of loss or damage in case of reconsignment			Art 28 (Presumption of loss or damage in case of reconsignment) § 1. When a consignment consigned in accordance with these Uniform Rules has been reconsigned subject to these same Rules and partial loss or damage has been ascertained after that reconsignment, it shall be presumed that it occurred under the latest contract of carriage if the consignment remained in the charge of the carrier and was reconsigned in the same condition as when it arrived at the place from which it was reconsigned. § 2. This presumption shall also apply when the contract of carriage prior to the reconsignment was not subject to these Uniform Rules, if these Rules would have applied in the case of a through consignment from the first place of consignment to the final place of destination. § 3. This presumption shall also apply when the contract of carriage prior to the reconsignment was not subject to a convention the first place of consignment to the final place of destination.		place. Article 40 Presumption in the event of a change in the legal regime governing the contract of carriage If, in the case of carriage of goods from a third state after the reissuance of the consignment note owing to a change in the legal regime governing the contract of carriage, in accordance with the terms of this Agreement, there is found to be damage to (spoilage of) or shortage of the goods, and the consignment was accepted by the carrier without remarks, it shall be presumed, until the contrary is proved, that the damage to (spoilage of) or shortage of the goods occurred during the execution of the last contract of carriage.	Legal duality in international rail freight traffic under CIM and SMGS. In case of a reconsignment of goods, any loss or damage is presumed to be treated based on the second transport contract if the consignment remained in the charge of the carrier and was reconsigned in the same condition as when it arrived at the place from which it was reconsigned. Under CMR, there is no provision regarding the change in legal regime and therefore there exists no presumption of this event.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
Total loss	Art.20.1 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.		Art. 29 § 1 The person entitled may, without being required to furnish further proof, consider the goods as lost when they have not been delivered to the consignee or placed at his disposal within thirty days after the expiry of the transit periods.		Art 27§ 1. If the goods have not been delivered to the consignee within 10 days upon the expiry of the goods delivery period, the consignor or the consignee shall have the right to apply, respectively, to the contractual carrier or the carrier delivering the goods for the goods to be traced. Applying for the goods to be traced shall not be regarded as lodging a claim for loss of the goods. § 2. The goods shall be deemed lost if they have not been delivered to the consignee within 30 days upon expiry of the goods delivery period. § 3. If the goods have arrived at the destination station after 30 days have elapsed since the delivery period expired, the carrier must notify the consignee must accept the goods if they arrive no later than six months upon the expiry of the delivery period, and return to the carrier the amounts which the carrier had paid him as compensation for the loss of goods, the refund of carriage charges and other costs of carriage. If the compensation was paid to the consignor, the consignor must return the amount of the compensation to the carrier. Nevertheless, the right shall remain to claim a penalty from the carrier for	

Art.23.1 Art.30.6.1 compensation from it for total or partial loss of total or partial loss of the goods. Art.23.1 When, under the provisions of this Convention, a carrier is liable for compensation in more speet of total or partial loss of the goods, the carrier to compensation in more speet of total or partial loss of the goods, the carrier duction of the quality of the value of the goods at the place and time at which they were accepted for carriage. Art.30.6.1 Art.30.6.1 When, under the provisions of the value of the goods, such compensation in mespect of total or partial loss of goods, such compensation calculated according to the commodity compensation shall be according to the commodity compensation shall be according to the commodity were accepted for carriage. Art.32.2 Art.32.2 The value of the goods shall be commodity exchange price or, if there is no such price, according to the current market price, or if there is an such price, according to the consignor or the consigneer or the value of goods. If goods transported with a declaration or value are lost or short age or short age or short age or short age of the sond yeak and at the place where according to the current the goods of the consigneer or the consigneer or the value of poods. If goods transported with a declaration or value are lost or short age or the consigneer or the place where according to the current market price or, if there is no such price, according to the current the goods of the consigneer or the consing or or the consigneer or the consigneer or the cons
Compensationprice, by reference to normal value of goods of the same kind and quality. Art.25.1compensation equivalent to the loss in value of the goods, to the exclusion of all other damages. The amount shall be calculated by applying to the value of the goods defined in accordance with Article 30 the percentage of loss in value noted at the place of the value of the goods loss shall be carriare shall be in accordance with article 23, paragraphs 1, 2 and 4.compensation equivalent to to the value of the goods.corresponding to the portion of the goods which has been lost.Compensationprice, by reference to the value of the goods fixed in accordance with article 23, paragraphs 1, 2 and 4.compensation equivalent to the value of the goods. the carrier for the event of a shortage in the event of

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
					delivery of goods of the	
					same designation and	
					quality which arrived from	
					the same consignor to the	
					same consignee, including if	
					they have been transhipped	
					en route, there was a	
					shortage of goods under one	
					consignment note and a	
					surplus under another one.	
					Article 44	
					Amount of compensation in	
					the event of damage to	
					(spoilage of) goods § 1. In cases where this	
					Agreement requires the	
					carrier to compensate the	
					consignor or the consignee	
					for damage to (spoilage of)	
					goods, the amount of	
					compensation payable shall	
					be equivalent to the amount	
					by which the value of the	
					goods has decreased.	
					§ 2. In the case of damage to	
					(spoilage of) goods	
					transported with a	
					declaration of value, the	
					carrier shall reimburse an	
					amount representing the	
					portion of the declared value	
					corresponding to the	
					percentage decrease in the	
					value of the goods resulting	
					from the damage to	
					(spoilage of) the goods.	
					§ 3. The amounts of	
					compensation provided for	
					in § 1 and § 2 of this Article	
					shall be determined in	
					accordance with the	
					provisions of § 1 of Article	
					42 'Amount of compensation	
					for loss or shortage of	
					goods', taking into account	
					the extent of the reduction	
					in the value of goods,	
					established at the place of	

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
					destination in accordance	
					with national law.	
					Article 45	
					Amount of compensation for exceeding the goods	
					delivery period	
					§ 1. If the carrier has failed	
					to comply with the goods	
					delivery deadline calculated	
					in accordance with Article	
					24 'Goods delivery deadline',	
					the carrier shall pay	
					compensation for exceeding	
					the delivery deadline in the	
					form of a penalty.	
					§ 2. The amount of penalty	
					for exceeding the goods	
					delivery deadline shall be	
					determined on the basis of	
					the carriage charges of the carrier who caused the	
					delivery deadline to be	
					exceeded, and the value	
					(length) of the exceedance	
					of the delivery deadline,	
					calculated as the ratio of the	
					exceedance of the delivery	
					deadline (in days) to the	
					total delivery period,	
					namely:	
					6% of the carriage charge	
					when the exceedance of the	
					delivery deadline is not more	
					than one tenth of the total	
					delivery period;	
					18% of the carriage charges when the exceedance of the	
					delivery deadline is more	
					than one tenth but not more	
					than three tenths of the	
					total delivery period;	
					30% of the carriage charge	
					when the exceedance of the	
					delivery deadline is more	
					than three tenths of the	
					total delivery period.	
					§ 3. In cases where this	
					Agreement requires the	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
					carrier to pay compensation for the loss of goods, no penalty shall be paid for exceeding the goods delivery deadline. In the event of shortage of goods, the penalty for exceeding the delivery period shall be paid in an amount determined on the basis of the portion of the goods delivered. In the case of damage to (spoilage of) goods, the payment of compensation for exceeding the delivery deadline shall not preclude the payment of compensation provided for	
	<u>Art.23.3</u>	IRU GCRLS, clause 14.2:	<u>Art. 30 § 2</u>		in Article 44 'Amount of compensation in the event of damage to (spoilage of) goods'. <u>Article 42</u>	Limits of compensation are
	Compensation shall not, however, exceed 8.33 units of account per kilogram of gross weight short. <u>Art. 23.4</u> In addition, the carriage	provider's liability limited to 8.33 SDRs per kilo, regardless of the nature of logistics services, and to direct damages to properties to the exclusion	Compensation shall not exceed 17 units of account per kilogramme of gross mass short. <u>Art. 33 § 1</u> If loss or damage results			different: CMR has lower limits (8.33 SDR/kg) than CIM (17 SDR/kg). SDR are calculated in national currencies.
	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	of other.	from the transit period being exceeded, the carrier must pay compensation not exceeding four times the carriage charge.		consignor or the consignee for loss or shortage of goods, the amount of compensation shall be determined on the basis of	SMGS provides for full compensation up to the amount of the value of the goods.
Limitation of compensation	and in proportion to the loss sustained in case of partial loss , but no further damage shall be payable. <u>Art. 23.5</u>		Art. 33 § 3 In case of partial loss of the goods, the compensation provided for in § 1 shall not exceed four times the		the value of goods. If goods transported with a declaration of value are lost or short, the carrier shall pay to the consignor or the	CMR only provides for compensation for delay that do not exceed the carriage charges, Article 23.5.
	In the case of delay if the claimant proves that damage has resulted therefrom the carrier shall pay compensation for such		carriage charge in respect of that part of the consignment which has not been lost.		corresponding to the portion of the goods which has been	compensation for delay of up to four times the carriage charge, Article 33 § 1.
	damage not exceeding the carriage charges. Art.25.2: In case of damage				lost. ()	In case of delay, SMGS provides for gradual compensation of up to 30%

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	The compensation may not, however, exceed: a) if the whole consignment has been damaged the amount payable in the case of total loss; b) if part only of the consignment has been damaged, the amount payable in case of loss of the part affected.				Article 44 Amount of compensation in the event of damage to (spoilage of) goods § 1. In cases where this Agreement requires the carrier to compensate the consignor or the consignee for damage to (spoilage of) goods, the amount of compensation payable shall be equivalent to the amount by which the value of the goods has decreased. § 2. In the case of damage to (spoilage of) goods transported with a declaration of value, the carrier shall reimburse an amount representing the portion of the declared value corresponding to the percentage decrease in the value of the goods resulting from the damage to (spoilage of) the goods. () Article 45 Amount of compensation for exceeding the goods delivery period § 1. If the carrier has failed to comply with the goods delivery deadline calculated in accordance with Article 24 'Goods delivery deadline', the carrier shall pay compensation for exceeding the delivery deadline in the form of a penalty.	of the carriage charge; while CIM UR provides for compensation of four times of the carriage charge. Calculation of the carriage charges in SMGS is made in accordance with the tariffs applied by the carriers performing the carriage.
Extension of the carrier's liability/Higher limits of compensation	Art.24 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		Art. 5 () Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules.		Article 17 Declaration of value of goods § 1. By agreement between the carrier and the consignor, the carriage of goods may be performed	Higher compensation is a possibility set out in all three Conventions - extension of the carrier's liability in the interest of the customer is provided for in the CIM .

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	down in article 23, paragraph 3, and in that case the amount of the declared value shall be substituted for that limit. <u>Art.26.1</u> The sender may, against payment of a surcharge to be agreed upon, fix the amount of a special 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.		Art. 34 The consignor and the carrier may agree that the consignor shall declare in the consignment note a value for the goods exceeding the limit provided for in Article 30 § 2. In such a case the amount declared shall be substituted for that limit. Art. 35 The consignor and the carrier may agree that the consignor may declare, by entering an amount in figures in the consignment note, a special interest in delivery, in case of loss, damage or exceeding of the transit period. In case of a declaration of interest in delivery further compensation for loss or damage proved may be claimed, in addition to the compensation provided for in Articles 30, 32 and 33, up to the amount declared.		with a declaration of the value of goods. § 2. The carrier shall have the right to demand a supplementary payment for the declaration of the value of goods. <u>Article 42</u> Amount of compensation in the event of loss or shortage of goods § 1. () If goods transported with a declaration of value are lost or short, the carrier shall pay to the consignor or the consignee the amount of the declared value or the portion of the declared value corresponding to the portion of the goods which has been lost. <u>Article 44</u> Amount of compensation in the event of damage to (spoilage of) goods § 2. In the case of damage to (spoilage of) goods transported with a declaration of value, the carrier shall reimburse an amount representing the portion of the declared value corresponding to the percentage decrease in the value of the goods resulting from the damage to (spoilage of) the goods. § 3. The amounts of compensation provided for in § 1 and § 2 of this Article shall be determined in accordance with the provisions of § 1 of Article 42 'Amount of compensation for loss or shortage of goods', taking into account the extent of the reduction in the value of goods,	interest in delivery.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					established at the place of destination in accordance with national law.	
Interest	Art.27.1 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.		Art. 37 § 2The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of the claim provided for in Article 43 or, if no such claim has been made, from the day on which legal proceedings were instituted.Art. 37 § 3If the person entitled does not submit to the carrier, within a reasonable time allotted to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the time allotted and the actual submission of such documents.			Both CIM and CMR provide for similar rates of interest on compensation (5%) <u>for the</u> <u>customer</u> (consignor; consignee). SMGS stipulates no interest (at all) on compensation. Neither CIM nor CMR contain provisions for interest on compensation <u>for the carrier</u> . In such a case it is necessary to refer to the national law.
Loss of right to limit responsibility	Art.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 with the law of the court or tribunal seised of the case, is considered as equivalent to wilful misconduct.		<u>Art. 36</u> 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 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.			There are differences between all three Conventions. SMGS provides for no loss of the right to invoke the limits of liability because of the full compensation up to the amount of the value of the goods. CMR and CIM provide for the loss of the right to limit responsibility, but although CMR does not define wilful misconduct or default equivalent to wilful misconduct, the CIM defines it properly. The lack of such a definition in the CMR has created divergence in the jurisprudence, as evidenced

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
						by the "forum shopping" by claimants.
Claims and actions	Art.30.1 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 consignment note. In the case of loss or damage which is not apparent the reservations referred to shall be made in writing. Art.30.3 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.		Art. 42 § 1 When partial loss or damage is discovered or presumed by the carrier or alleged by the person entitled, the carrier must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the goods, their mass and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence. Art. 43 § 1 Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.	Compensation; Appendix 20 : CIT20 Formal Report.	Article 29 Formal report § 1. The carrier shall draw up a formal report if, on verification of the goods during their carriage or delivery, it finds: 1) discrepancies between the name, mass or number of cargo packages and the particulars specified in the consignment note; 2) discrepancies between the marking of cargo packages and the particulars specified in the consignment note concerning the marking of cargo packages, the station and the railway of destination, the consignee and the number of cargo items; 3) damage to (spoilage of) goods; 4) that the consignment note, or any of its separate sheets concerning the goods in question, or goods listed in the consignment note in question are missing. § 2. If, under the national law of the country of destination of the goods, a formal report can be drawn up after the goods have been delivered to the consignee, the consignee shall be entitled to ask the carrier which delivered the goods to draw up a formal report for any reason which could not have been detected by means of external inspection when the goods were delivered.	Whereas CMR establishes the need for written reservations related to the non-apparent loss or damage of the goods or delay in delivery, CIM and SMGS provide for the need of a formal report (CIT20 - Product of the CIT). In case of loss or damage of the goods or delay in delivery, CMR, CIM and SMGS provide for procedural provisions. All three Conventions provide for a claims procedure to be operated before bringing any legal action against the carrier, but in the CIM this is only optional. The formal claims procedure is mandatory under SMGS; otherwise the customer is not entitled to bring a legal action before of the national courts.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					Such a request to the carrier	
					which delivered the goods shall be made by the	
					consignee immediately after	
					establishing loss or	
					shortage of, damage to	
					(spoilage of) goods, and	
					within three days upon the	
					delivery of the goods at the	
					latest.	
					Article 46	
					Claims	
					§ 1. The right to make claims	
					against the carrier shall belong to the consignor and	
					the consignee.	
					The right to make claims for	
					refund of overpayments of	
					carriage charges pursuant	
					to § 4 of Article 31 'Payment	
					of carriage charges and	
					penalties' of this Agreement	
					shall also belong to any	
					person who has paid these	
					carriage charges in	
					accordance with § 2 of	
					Article 31 'Payment of	
					carriage charges and penalties' of this	
					Agreement.	
					Assignment of the right to	
					make claims is not	
					permitted.	
					§ 2. Claims shall be made in	
					writing, with appropriate	
					justification and an	
					indication of the amount	
					claimed.	
					Claims may be made:	
					by the consignor, against	
					the contractual carrier;	
					by the consignee, against the carrier delivering the	
					goods.	
					§ 3. Claims shall be made	
					separately for each	
					consignment, except for:	
					a claim for refund of	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
					overpayments of carriage	
					charges. Such a claim may be made for several	
					consignments;	
					where one formal report has	
					been drawn up for several	
					consignments. In such	
					cases, a claim shall be made	
					for all consignments	
					indicated in the formal	
					report.	
					§ 4. No claim for an amount	
					equivalent to 23 Swiss francs or less per	
					consignment shall be	
					satisfied. If a claim is made	
					for a higher amount and is	
					recognised as compensable	
					in an amount which is	
					equivalent to 23 Swiss	
					francs or less, that amount	
					shall not be paid to the	
					claimant. § 5. Claimants must attach	
					to their claim the supporting	
					documents specified by the	
					Rules governing the Carriage	
					of Goods.	
					The originals of the	
					consignment note and the	
					formal report shall be	
					attached.	
					§ 6. Claims not made in compliance with § 3 and § 5	
					of this Article shall be	
					returned by the carrier to	
					the claimant without	
					consideration, no later than	
					15 days of the date of its	
					receipt by the carrier, with	
					an indication of the reason	
					for its return. In such cases,	
					the period of limitation	
					referred to in § 3 of Article 48 'Period of limitation' shall	
					not be suspended. If the	
					carrier returns a claim to the	
					claimant upon expiry of the	

Image:	Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
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expiry of this term until the day when the carrier sends the claim to the claimant. The return of the claim by the carrier to the claim ant shall not constitute its rejection and shall not entitle the claimant to bring the case before a court. § 7. The carrier shall, within 180 days of receipt of a claim, consider the claim, respond to the claimant and, in the event of complete or partial recognition of the claimant. § 8. In the case of partial or complete rejection of a claimant. § 8. In the case of partial or complete rejection of a claimant. § 8. In the case of partial or complete rejection of a claim and at the same time end and the same time end and the claim. § 9. In all cases to which this Agreement applies, any claim may be lodged with a conditions and within the secoof the provisions of this Agreement. This provision shall apply to all claims in respect of staff members and other persons for whose actions the parties to be conditions of the parties to be conditions and within the secoor of the provisions of this Agreenent. This members and other persons for whose actions the parties to be conditions and within the parties to be conditions and conditions of the parties to be conditions and conditions of the parties to be conditions and conditions of							
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Article 47							
Article 47 Claims under the contract of							
§ 1. An action may be							

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
					brought only after a claim	
					has been made, and only	
					against the carrier against	
					which the claim was made.	
					The right to bring an action	
					under this Agreement shall	
					belong to the person who	
					has the right to make a	
					claim against the carrier. § 2. The right to make a	
					claim and bring an action	
					shall arise:	
					for compensation for	
					shortage of or damage to	
					(spoilage of) goods, and for	
					exceeding the goods	
					delivery period – from the	
					day on which the goods are	
					delivered to the consignee;	
					for compensation for loss of	
					goods – from the 30th day	
					upon expiry of the delivery	
					period;	
					3) for refund of	
					overpayments of carriage	
					charges – from the day on	
					which the carriage charges	
					were paid; 4) for other claims – from	
					the day when the	
					circumstances constituting	
					grounds for making the	
					claims arose.	
					§ 3. An action may be	
					brought:	
					1) if the carrier has not	
					responded to a claim within	
					the period prescribed for	
					consideration of the claim;	
					2) if, within the period	
					prescribed for consideration	
					of a claim, the carrier has	
					notified the claimant of	
					complete or partial rejection	
					of the claim.	
					§ 4. Action shall be brought	
					in a competent court at the	
					respondent's location.	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	Period of limitation	IRU GCRLS, clause 16: the	Period of limitation		Article 48	The Periods of Limitation are
	Art.32.1 sentence 1	period of limitation for an	<u>Art. 48 § 1</u>		Limitation period	different: the basic limitation
	The period of limitation for	action resulting of the	The period of limitation for		§ 1. Actions against carriers	of one year is the same in
	an action arising out of	performance of logistics	an action arising from the		pursuant to this Agreement	CMR and CIM; but whereas
	carriage under this	services shall be one year	contract of carriage shall be		shall be brought:	the CMR provides for an
	Convention shall be one	from the observation of the	one year.			extension of this period to
	year.	non-performance of the	<u>Art. 48 § 1 lit. a to d</u>		they concern exceedance of	three years in cases of wilful
	Art. 32.1 sentence 2	service agreed.	the period of limitation shall		the goods delivery deadline;	misconduct, the CIM will only
	Nevertheless, in the case of	5	be two years in the case of		2) within nine months,	extend the period to two
	wilful misconduct, or such		an action		where brought on other	years, although it grants this
	default as in accordance		a) to recover a cash on		grounds.	extension in more situations.
	with the law of the court or		delivery payment collected		§ 2. The periods referred to	
	tribunal seised of the case,		by the carrier from the		in § 1 of this Article shall	Furthermore, the period of
	is considered as equivalent		consignee;			limitation is different
	to wilful misconduct, the		b) to recover the proceeds of		the right to bring an action	between CIM and SMGS: the
	period of limitation shall be		a sale effected by the		referred to in § 2 of Article	basic limitation under the
	three years.		carrier;		47 'Claims under the	CIM is one year, as in CMR;
	······································		c) for loss or damage		contract of carriage.	but with SMGS it is just nine
			resulting from an act or		Jurisdiction' of this	months.
	Starting point of the term of		omission done with intent to		Agreement arose. The day	
	limitation		cause such loss or damage,		on which the period of	
	Art.32.1 sentence 3		or recklessly and with		limitation commences shall	
	The period of limitation shall		knowledge that such loss or		not be included in the	
Period of limitation;	begin to run: (a) in the case		damage would probably		period.	
tarting point of the term of	of partial loss, damage or		result;		§ 3. The lodging of a claim	
limitation	delay in delivery, from the		d) based on one of the		made in accordance with	
	date of delivery; (b) in the		contracts of carriage prior to		Article 46 'Claims' of this	
	case of total loss, from the		the reconsignment in the		Agreement shall cause the	
	thirtieth day after the expiry		case provided for in Article		limitation periods laid down	
	of the agreed time-limit or		28.		in § 1 of this Article to be	
	where there is no agreed				suspended.	
	time-limit from the sixtieth		<u>Starting point of the term of</u>		The limitation period shall	
	day from the date on which		limitation		recommence on the day on	
	the goods were taken over		<u>Art. 48 § 2</u>		which the carrier notifies	
	by the carrier; (c) in all other		The period of limitation shall		the claimant of complete or	
	cases, on the expiry of a		run for actions		partial rejection of its claim,	
	period of three months after		a) for compensation for total		or from the day when the	
	the making of the contract		loss, from the thirtieth day		time limit laid down in § 7 of	
	of carriage.		after expiry of the transit		Article 46 'Claims' of this	
	Art. 32.4		period;		Agreement expires, if the	
	A right of action which has		b) for compensation for		carrier does not answer the	
	become barred by lapse of		partial loss, damage or		claim.	
	time may not be exercised		exceeding of the transit		The re-lodging of a claim on	
	by way of counterclaim or		period, from the day when		the same grounds shall not	
	set-off.		delivery took place;		cause the limitation periods	
			c) in all other cases, from		provided for in § 1 of this	
			the day when the right of		Article to be suspended.	
			action may be exercised.		§ 4. The passing of limitation	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SM
			The day indicated for the commencement of the period of limitation shall not be included in the period.Art. 48 § 4A right of action which has become time-barred may not be exercised further, even by way of counter- claim or relied upon by way		periods shall o ground for rejo
Suspension of the period of limitation; Recommencement of the period of limitation	Suspension Art.32.2 A written claim shall suspend the period of limitation () Recommencement Art.32.2 A written claim 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. Art. 32.3 Subject to the provisions of paragraph 2 above, the extension of the court or tribunal seised of the case. That law shall also govern		of exception. Suspension Art. 48 § 3 The period of limitation shall be suspended by a claim in writing in accordance with Art. 43 () Art. 48 § 5. Otherwise, the suspension and interruption of periods of limitation shall be governed by national law. Recommencement Art. 48 § 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.		Article 48 Limitation per § 3. The lodgin made in accor Article 46 'Cla Agreement sha limitation peri in § 1 of this A suspended. The limitation recommence of which the carr the claimant of partial rejection or from the da time limit laid Article 46 'Cla Agreement exp carrier does no claim. The re-lodging the same grout cause the limit provided for in Article to be su

<u>SMGS</u>	COMMENTS
ll constitute a ejecting claims.	
period ging of a claim ordance with laims' of this shall cause the eriods laid down Article to be on period shall e on the day on arrier notifies t of complete or tion of its claim, day when the id down in § 7 of laims' of this expires, if the not answer the ng of a claim on ounds shall not mitation periods in § 1 of this suspended.	The period of limitation may be suspended in all three Conventions by means of a written claim (Article 32.2 CMR/Article 48 § 3 CIM/Article 48 § 3 SMGS). In addition, CIM refers to national law for any suspension or interruption of periods of limitation (Article 48 § 5 CIM), and CMR refers to national law for the extension of the period of limitation (Article 32.3 CMR). With regard to the suspension or extension of the period of limitation in SMGS, there is no reference to national law. Recommencement of the period of limitation is provided for in all three Conventions.

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
	the fresh accrual of rights of					
	action.					
	Jurisdiction clause	IRU GCR, clause 20 and IRU	Jurisdiction clause	GTC-CIM, Point 13: In the	Article 47	The CIM and CMR
	Art.31.1	GCRLS, clause 17: cf. to	<u>Art. 46 § 1</u>	case of dispute, the parties	Claims under the contract of	Conventions allow for the
	In legal proceedings arising	courts of the country, ad hoc	Actions based on these	to the contract shall try to	carriage. Jurisdiction	possibility of a jurisdiction
	out of carriage under this	court of arbitration,	Uniform Rules may be	find an amicable solution,	§ 1. An action may be	clause. The parties are only
	Convention, the plaintiff	institutional arbitration	brought before the courts or	they may agree a	brought only after a claim	allowed to choose the overa
	may bring an action in any	bodies where available.	tribunals of Member States	conciliation, mediation or	has been made, and only	jurisdiction of the courts of a
	court or tribunal of a		designated by agreement	arbitration process, in	against the carrier against	Member State and not the
	contracting country		between the parties or	particular that provided	which the claim was made.	jurisdiction of a specific cou
	designated by agreement		before the courts or	for in Title V of COTIF, to	The right to bring an action	within that state. It is for the
	between the parties and, in		tribunals of a State on	achieve this.	under this Agreement shall	national law to identify the
	addition, in the courts or		whose territory		belong to the person who	specific court in that Membe
	tribunals of a country within		a) the defendant has his		has the right to make a	State.
	whose territory:		domicile or habitual		claim against the carrier.	In contrast, SMGS provides
	(a) The defendant is		residence, his principal		§ 2. The right to make a	that an action shall be
	ordinarily resident, or has		place of business or the		claim and bring an action	brought in a competent
	his principal place of		branch or agency which		shall arise:	court at the respondent's
	business, or the branch or		concluded the contract of		1) for compensation for	location. Thus, SMGS does
	agency through which the		carriage, or		shortage of or damage to	not allow the parties to the
	contract of carriage was		b) the place where the goods		(spoilage of) goods, and for	contract to agree to choose
	made, or (b) The place where		were taken over by the		exceeding the goods	the general jurisdiction.
	the goods were taken over		carrier or the place		delivery period – from the	
	by the carrier or the place		designated for delivery is		day on which the goods are	
Jurisdiction clause	designated for delivery is		situated.		delivered to the consignee;	
	situated.		Other courts or tribunals		2) for compensation for loss	
	<u>Art.31.2</u>		may not be seized.		of goods – from the 30th day	
	Where in respect of a claim				upon expiry of the delivery	
	referred to in paragraph 1 of				period;	
	this article an action is				3) for refund of	
	pending before a court or				overpayments of carriage	
	tribunal competent under that paragraph, or where in				charges – from the day on which the carriage charges	
	respect of such a claim a				were paid;	
	judgement has been entered				4) for other claims – from	
	by such a court or tribunal				the day when the	
	no new action shall be				circumstances constituting	
	started between the same				grounds for making the	
	parties on the same grounds				claims arose.	
	unless the judgement of the				§ 3. An action may be	
	court or tribunal before				brought:	
	which the first action was				1) if the carrier has not	
	brought is not enforceable in				responded to a claim within	
	the country in which the				the period prescribed for	
	fresh proceedings are				consideration of the claim;	
	brought.				2) if, within the period	
					prescribed for consideration	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SM
	<u>Art.29.1</u> The carrier shall not be	IRU General Conditions, clause 2 agents and	Art. 40 The carrier shall be liable for		of a claim, the notified the cl complete or p of the claim. § 4. Action sha in a competen respondent's <u>Article 38</u> Persons for w
Servants and agents liability	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 with the law of the court or tribunal seised of the case, is considered as equivalent to wilful misconduct. <u>Art.29.2</u> 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	servants.	his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The managers of the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.		the parties to of carriage sha § 1. The partie of carriage sha the actions of members and persons whos use to execute carriage, when members or of are performing § 2. The railwa infrastructure shall be consis person whose used by a carr a contract of o

<u>SMGS</u>	COMMENTS
he carrier has	
claimant of	
partial rejection	
hall be brought	
ent court at the	
s location.	
	In CIM, SMGS and CMR,
whose actions	carriers are liable for their
to the contract	servants and agents. But
shall be liable	SMGS not only makes the
ties to a contract	carrier liable for his servants
shall be liable for	and agents but extends that
of their staff	liability to all parties to a
nd any other	contract of carriage.
ose services they	
ite a contract of	All three Conventions specify
en these staff	that such liability refers to
other persons	cases where the carrier uses
ing their duties.	those persons for <u>the</u>
way	performance of the carriage
re manager ¹⁵	when those servants and
sidered to be a	other persons are acting
se services are	within the scope of their
rrier to execute	functions/employment/
f carriage.	duties.
	Article 40 sentence 2 CIM and Article 38 § 2 SMGS make it clear that managers of railway infrastructure on which carriage is performed are considered, ex lege, to be persons according to Article 40 sentence 1 CIM/Article 38 § 1 SMGS.

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¹⁵ According to Art.2 SMGS "Infrastructure Manager" means a person who renders services to carriers relating to the use of infrastructure.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
Successive carriers	Art.34If 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.Art. 36Except 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 carriage during which the event causing the loss, damage or delay occurred ()Cumulative actions:Art. 36 in fine () an action may be brought at the same time against several of these carriers. Recover of compensation Art. 37 A carrier who has paid		Art. 26 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. Art. 27 Where the carrier has entrusted the performance of the carriage to a substitute carrier ¹⁶ , the carrier shall nevertheless remain liable in respect of the entire carriage.		Art. 14 Contract of carriage § 5. Each successive carrier ¹⁷ , by taking over the goods for carriage, together with the consignment note, thereby accedes to this contract of carriage and shall assume the obligations arising therefrom.	All three Conventions establish the liability of successive carriers based on the principle of common liability, although there are some differences in the manner in which such liability is assigned to each of the carriers. It is important to note that there is no substitute carrier under SMGS.

¹⁶ According to Art.3 lit. b) CIM "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.

¹⁷ According to Art.2 SMGS "successive carrier" means a carrier which, acceding to the contract of carriage (concluded by a contractual carrier), accepts the goods from the contractual carrier or other successive carrier for their further transportation.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	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 the claim, from					
	the other carriers who have					
	taken part in the carriage,					
	subject to the following					
	provisions:					
	(a) The carrier responsible					
	for the loss or damage shall be solely liable for the					
	compensation whether paid					
	by himself or by another					
	carrier;					
	(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;					
	(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.					
	Art. 40		Art. 5		Article 6	The provisions of all three
	Carriers shall be free to		Unless provided otherwise		Imperative law	Conventions cannot be
	agree among themselves on		in these Uniform Rules, any		Any condition of a contract	derogated from.
	provisions other than those				of carriage directly or	
Mandatory law	laid down in		stipulation which, directly or		indirectly contravening the	Article 6 SMGS stipulates
	Articles 37 and 38.		indirectly, would derogate		conditions laid down in this	same mandatory provision
	Art.41		from these Uniform Rules		Agreement shall be null and	based on Article 5 CIM , bu
	1. Subject to the provisions		shall be null and void. The		void and of no legal force,	the carrier cannot assume
	of article 40, any stipulation		nullity of such a stipulation		except as expressly	greater liability.

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
	 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. 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. 		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.		provided in this Agreement. The nullity of such conditions shall not entail the nullity of other terms of the contract of carriage.	There is no such mandatory provision in CMR. Under CIM, in contrast to CMR and SMGS, the carrier may assume a liability greater and obligations more burdensome than those provided in CIM (Article 5 in fine).
Right of recourse	Right of recourseArt. 37A carrier who has paidcompensation in compliancewith the provisions of thisConvention, shall be entitledto recover suchcompensation, togetherwith interest thereon and allcosts and expenses incurredby reason of the claim, fromthe other carriers who havetaken part in the carriage,subject to the followingprovisions:(a) The carrier responsiblefor the loss or damage shallbe solely liable for thecompensation whether paidby himself or by anothercarrier;(b) When the loss or damagehas been caused by theaction of two or morecarriers, each of them shallpay an amountproportionate to his share ofliability; should it beimpossible to apportion to theshare of the payment for thecarriage which is due to him;(c) If it cannot be		Art. 50 § 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 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 apportion to their respective shares of the carriage charge.	AIM, Point 1.1: This agreement, based on CIM Article 49 et seq., governs the relationships between carriers, and in particular how irrecoverable charges and compensation paid out are to be shared between them. Point 1.2.1: This agreement applies to all carriage performed in accordance with the CIM between several successive carriers where those carriers have declared that they are prepared to apply this agreement or are members of the CIT and have not made a general reserve against its application or withdrawn from it in accordance with point 1.10.	Article 36 Claims between carriers for recovery of amounts of compensation paid § 1. A carrier who, in the cases provided for in this Agreement, has paid compensation to a consignor or a consignee in accordance with these Agreement, shall have a right of recourse against other carriers involved in the carriage, in accordance with the following provisions: 1) if the loss or damage has been caused due to the fault of one carrier, that carrier shall have sole liability for it; 2) if the loss or damage has been caused due to the fault of several carriers involved in the carriage, each carrier shall be liable only for the portion of the loss or damage it has caused; 3) if it cannot be proved that the loss or damage was caused due to the fault of one or more carriers, the carriers shall agree a procedure for the apportionment of liability. If the carriers cannot reach	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SMGS	COMMENTS
	ascertained to which		§ 2. In the case of insolvency		agreement on a procedure	
	carriers liability is		of any one of these carriers,		for the apportionment of	
	attributable for the loss or		the unpaid share due from		liability, liability shall be	
	damage, the amount of the		him shall be apportioned		apportioned among them in	
	compensation shall be		among all the other carriers		proportion to the tariff	
	apportioned between all the		who have taken part in the		kilometres travelled by the	
	carriers as laid down in (b)		carriage, in proportion to		consignment when carried	
	above.		their respective shares of		by each of the carriers	
	<u>Art. 38</u>		the carriage charge.		except those which prove	
	If one of the carriers is		<u>Art. 51</u>		that the loss or damage did	
	insolvent, the share of the		§ 1. The validity of the		not arise through any fault	
	compensation due from him		payment made by the carrier		of theirs.	
	and unpaid by him shall be		exercising a right of		§ 2. When recovering	
	divided among the other		recourse pursuant to Article		amounts of compensation	
	carriers in proportion to the		50 may not be disputed by		for exceeding the goods	
	share of the payment for the		the carrier against whom the		delivery period, if the goods	
	carriage due to them		right of recourse is		delivery period was	
	Art. 39 - Procedure for		exercised, when		exceeded either on several	
	recourse		compensation has been		railways or on railways and a	
	1. No carrier against whom a		determined by a court or		waterway section of the	
	claim is made under articles		tribunal and when the latter		route, the percentage for	
	37 and 38 shall be entitled		carrier, duly served with		calculating the	
	to dispute the validity of the		notice of the proceedings,		compensation shall be	
	payment made by the carrier		has been afforded an		determined in accordance	
	making the claim if the		opportunity to intervene in		with § 2 of Article 45	
	amount of the compensation				'Amount of compensation	
	was determined by judicial		the proceedings. The court or tribunal seized of the		for_exceeding the goods	
	authority after the first		principal action shall		delivery period' based on the	
	mentioned carrier had been		determine what time shall		total exceedance of the	
	given due notice of the		be allowed for such		delivery period for the whole	
	proceedings and afforded an		notification of the		of the route, and shall be	
	opportunity of entering an		proceedings and for		applied to the carriage	
	appearance.		intervention in the		charge received by each of	
	2. A carrier wishing to take		proceedings.		the carriers who allowed the	
	proceedings to enforce his		§ 2. A carrier exercising his		delivery period to be	
	right of recovery may make		right of recourse must make		exceeded.	
	his claim before the		his claim in one and the		§ 3. A carrier with whom a	
	competent court or tribunal		same proceedings against		claim for recovery of	
	of the country in which one		all the carriers with whom		compensation paid is lodged	
	of the carriers concerned is		he has not reached a		shall not be entitled to	
	ordinarily resident, or has		settlement, failing which he		contest the validity of the	
	his principal place of		shall lose his right of		compensation payment by	
	business or the branch or		recourse in the case of		the carrier lodging the claim	
	agency through which the		those against whom he has		if the compensation was	
	contract of carriage was		not taken proceedings.		determined by a court	
	made. All the carriers		§ 3. The court or tribunal		decision and if the carrier	
	concerned may be made		must give its decision in one		against whom the claim is	
	defendants in the same		and the same judgment on		made was notified in good	

Regime	CMR CONVENTION	DOCUMENTS IRU	COTIF CIM UR	DOCUMENTS CIT	SN
	action. 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. 4. The provisions of 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.		all recourse claims brought before it. § 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 carriage has his principal place of business, or the branch or agency which concluded the contract of carriage. § 5. When 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 among those having competence pursuant to § 4. § 6. Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the		time of the co the case by a § 4. A claim for compensation claim for com shall be lodge days of the da actual payme amount payal claim. A claim for co determined b decision shal within 75 day into force of t
Agreements concerning recourse	Art. 40 Carriers shall be free to agree among themselves on provisions other than those laid down in articles 37 and 38.		contract of carriage. Art. 52 The carriers may conclude agreements which derogate from Articles 49 and 50.		

<u>SMGS</u>	COMMENTS
consideration of a court. for recovery of on paid under a mpensation ged within 75 date of the able under the compensation by a court all be lodged bys of the entry that decision.	
	CIM offers the possibility for relations between carriers to be dealt with in terms of allocation of compensation and the right of recourse. This therefore constitutes an opening clause of Article 49- Article 50 CIM. The self-contained regime applicable to CIT members is found in the document entitled "Agreement concerning the Relationship between Carriers in respect of International Freight Traffic by Rail" (AIM).

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	SMGS	COMMENTS
Arbitration	Art.33 The contract of carriage may contain a clause conferring competence on an arbitration tribunal if the clause conferring competence on the tribunal provides that the tribunal shall apply this Convention.		Art. 28 COTIF § 2. Other disputes arising from the interpretation or application of the Convention and of other conventions elaborated by the Organisation in accordance with Article 2 § 2, if not settled amicably or brought before the ordinary courts or tribunals may, by agreement between the parties concerned, be referred to an Arbitration Tribunal. Articles 29 to 32 shall apply to the composition of the Arbitration Tribunal and the arbitration procedure.			Neither CIM nor SMGS offer the possibility to establish an arbitration clause for legal disputes arising from the contract of carriage, as does Article 33 CMR. The parties are however free to agree to submit their dispute to arbitration as a clause in the contract of carriage confers competence to the arbitration tribunal provided that the tribunal applies the Convention. An arbitration clause is specified in Article 28 § 2 COTIF for disputes between Member States and the Organisation arising from the interpretation or application of the Convention or between the parties of the transport contract.
Dangerous goods	Art. 221. 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.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		Art. 9 If the consignor has failed to make the 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.		Article 9Rules for the transport ofdangerous goods.§ 1. The carriage ofdangerous goods shall begoverned by the Rules forthe transport of dangerousgoods (See Annex 2 to thisAgreement). The relevantarticles of this Agreementand Rules for the transportof dangerous goodsmentioned in Article 8"Rules governing thecarriage of goods" of thisAgreement shall apply toany other area, which is notgoods.§ 2. The carriage ofdangerous goods ininternational throughrailway-ferry traffic shall bealso governed by the terms	Comparable provisions in CMR, CIM and SMGS. With regard to the examples of Article 22, paragraph 2 of the CMR and Article 13 of the Hamburg Rules, this article stipulates the consequences in transport law if the consignor has omitted the entries prescribed by RID for international carriage of dangerouse goods by rail.

Regime	CMR CONVENTION	DOCUMENTS IRU	<u>COTIF CIM UR</u>	DOCUMENTS CIT	<u>SMGS</u>	COMMENTS
	time or place, be unloaded, destroyed or rendered harmless by the carrier without compensation;				of the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways	
	further, the sender shall be liable for all expenses, loss or damage arising out of				(ADN).	
	their handing over for carriage or of their carriage.					

Notes
