CIM

Uniform Rules concerning the Contract for International Carriage of Goods by Rail

Appendix B
to the Convention concerning International Carriage by Rail (COTIF)
of 9 May 1980

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TITLE I
General Provisions
Article 1

Scope

§ 1 Subject to the exceptions provided for in Article 2, the Uniform Rules shall apply to all consignments of goods for carriage under a through consignment note made out for a route over the territories of at least two States and exclusively over lines and services included in the list provided for in Articles 3 and 10 of the Convention, as well as, where appropriate, to carriage treated as carriage over a line in accordance with Article 2, § 2, second sub-paragraph of the Convention.

§ 2 In the Uniform Rules the expression “station” covers: railway stations, ports used by shipping services and all other establishments of transport undertakings, open to the public for the execution of the contract of carriage.

Article 2

Exceptions from scope

§ 1 Consignments between sending and destination stations situated in the territory of the same State, which pass through the territory of another State only in transit, shall not be subject to the Uniform Rules:
a) if the lines or services over which the transit occurs are exclusively operated by a railway of the State of departure; or
b) if the States or the railways concerned have agreed not to regard such consignments as international.

§ 2 Consignments between stations in two adjacent States and between stations in two States in transit through the territory of a third State shall, if the lines over which the consignments are carried are exclusively operated by a railway of one of those three States, be subject to the internal traffic regulations applicable to that railway if the sender, by using the appropriate consignment note, so elects and where there is nothing to the contrary in the laws and regulations of any of the States concerned.

Article 3

Obligation to carry

§ 1 The railway shall be bound to undertake all carriage of any goods in complete wagonloads, subject to the terms of the Uniform Rules, provided that:
a) the sender complies with the Uniform Rules and supplementary provisions and the tariffs;
b) carriage can be undertaken by the normal staff and transport resources which suffice to meet usual traffic requirements;
c) carriage is not prevented by circumstances which the railway cannot avoid and which it is not in a position to remedy.

§ 2 The railway shall not be obliged to accept goods of which the loading, trans-shipment or unloading requires the use of special facilities unless the stations concerned have such facilities at their disposal.

§ 3 The railway shall only be obliged to accept goods the carriage of which can take place without delay; the provisions in force at the forwarding station shall determine the circumstances in which goods not complying with that condition must be temporarily stored.

§ 4 When the competent authority decides that:
a) a service shall be discontinued or suspended totally or partially,
b) certain consignments shall be refused or accepted only subject to conditions,
c) certain goods will be accepted for transport in priority, these measures shall, without delay, be brought to the notice of the public and the railways; the latter shall inform the railways of the other States with a view to their publication.

§ 5 The railways may, by joint agreement, concentrate goods traffic between certain places on specified frontier points and transit countries. These measures shall be notified to the Central Office. They shall be entered by the railways in special lists, published in the manner laid down for international tariffs, and shall come into force one month after the date of notification to the Central Office.

§ 6 Any contravention of this Article by the railway may constitute a cause of action for compensation for loss or damage caused.

Article 4

Articles not acceptable for carriage

The following shall not be accepted for carriage:
a) articles the carriage of which is prohibited in any one of the territories in which the articles would be carried;
b) articles the carriage of which is a monopoly of the postal authorities in any one of the territories in which the articles would be carried;
c) articles which, by reason of their dimensions, their mass, or their packaging, are not suitable for the carriage proposed, having regard to the installations or rolling stock of any one of the railways which would be used;
d) substances and articles which are not acceptable for carriage under the Regulations concerning the international carriage of dangerous goods by rail (RID), Annex 1 to the Uniform Rules, subject to the exceptions provided for in Article 5, § 2.

Article 5

Articles acceptable for carriage subject to conditions

§ 1 The following shall be acceptable for carriage subject to conditions:
a) substances and articles acceptable for carriage subject to the conditions laid down in the RID or in the agreements and tariff clauses provided for in § 2.
b) funeral consignments, railway rolling stock running on its own wheels, live animals and consignments the carriage of which presents special difficulties by reason of their dimensions, their mass or their packaging: subject to the conditions laid down in the supplementary provisions; these may derogate from the Uniform Rules.
Live animals must be accompanied by an attendant provided by the consignor.
Nevertheless an attendant shall not be required when the international tariffs permit or when the railways participating in the carriage so permit at the consignor's request; in such cases, unless there is an agreement to the contrary, the railway shall not be liable for any loss or damage resulting from any risk which the attendant was intended to avert.

§ 2 Two or more States, by agreement, or two or more railways, by tariff clauses, may jointly determine the conditions with which certain substances or articles not acceptable for carriage under the RID must comply if they are nevertheless to be accepted.
States or railways may, in the same manner, make the conditions for acceptance laid down in the RID less rigorous.
Such agreements and tariff clauses must be published and notified to the Central Office which will bring them to the notice of the States.

Article 6

Tariffs. Private agreements

§ 1 Carriage charges, whether or not calculated separately for different sections of the route, and supplementary charges shall be calculated in accordance with the tariffs which are legally in force and duly published in each State and which are applicable at the time when the contract of carriage is made.

§ 2 The tariffs must indicate all the special conditions applicable to the carriage, in particular the information necessary for calculating carriage and supplementary charges and, where appropriate, the conditions governing the conversion of currencies.
The conditions of the tariffs may not derogate from the Uniform Rules unless the latter expressly so provide.

§ 3 The tariffs must be applied to all users on the same conditions.

§ 4 Railways may enter into private agreements for reduced charges or other concessions, provided that comparable conditions are granted to users in comparable circumstances.
Reductions in charges or other concessions may be granted for the purpose of railway or public services, or for charitable purposes.
Publication of the measures taken under the first and second subparagraphs shall not be compulsory.

§ 5 International tariffs may be declared compulsorily applicable in international traffic to the exclusion of the internal tariffs.
The application of an international tariff may be made conditional on there being an express request for it in the consignment note.

§ 6 The tariffs and amendments to the tariffs shall be regarded as duly published from the

time when the railway makes all the details thereof available to the users.
The publication of international tariffs shall be compulsory only in those States whose
railways are parties to such tariffs as railways of departure or destination.

§ 7 Increases in international tariff charges and any other provisions which would have the
effect of making the conditions of carriage laid down by such tariffs more rigorous shall
not come into force until at least fifteen days after their publication, except in the following
cases:
a) if an international tariff makes provision for the extension of an internal tariff to cover
the whole route, the periods for publication of such internal tariff shall be applicable;
b) if increases in the charges contained in an international tariff follow a general
increase in the charges contained in the internal tariffs of a participating railway, they
shall come into force on the day after their publication, on condition that the
adjustment of the international tariff charges caused by such general increase has
been announced at least fifteen days in advance; nevertheless, such announcement
may not be made prior to the publication of the increase in the internal tariff charges
in question;
c) if the carriage and supplementary charges provided for in the international tariffs
have to be modified to take account of fluctuations in rates of exchange or if obvious
errors have to be corrected, such adjustments and corrections shall come into force
on the day after their publication.

§ 8 In States where there is no obligation to publish certain tariffs or to apply them to all users
under the same conditions, the provisions of this Article, to the extent that they contain
such an obligation, shall not be binding.

§ 9 The railways may not charge any amount over and above the carriage and supplementary
charges laid down in the tariffs other than the amounts disbursed by them. Such amounts
shall be duly noted and entered separately in the consignment note, together with any
relevant supporting information. When this information is provided in documents attached
to the consignment note and if the corresponding amounts are to be paid by the
consignor, the documents shall not be delivered to the consignee with the consignment
note, but shall be forwarded to the consignor with the account of charges referred to in
Article 15, § 7.

Article 7

Unit of Account. Rate of exchange or of acceptance of foreign currency

§ 1 The unit of account referred to in the Uniform Rules shall be the Special Drawing Right as
defined by the International Monetary Fund.
The value in Special Drawing Right of the national currency of a State which is a Member
of the International Monetary Fund shall be calculated in accordance with the method of
valuation applied by the International Monetary Fund for its own operations and
transactions.

§ 2 The value in Special Drawing Right of the national currency of a State which is not a
member of the International Monetary Fund shall be calculated by the method determined
by that State.
The calculation must express in the national currency a real value approximating as
closely as possible to that which would result from the application of § 1.

§ 3 In the case of a State which is not a member of the International Monetary Fund and
whose legislation does not permit the application of § 1 or § 2 above, the unit of account
referred to in the Uniform Rules shall be deemed to be equal to three gold francs.
The gold franc is defined as 10/31 of a gramme of gold of millesimal fineness 900.
The conversion of the gold franc must express in the national currency a real value
approximating as closely as possible to that which would result from the application of § 1.

§ 4 Within three months after the entry into force of the Convention and each time that a
change occurs in their method of calculation or in the value of their national currency in
relation to the unit of account, States shall notify the Central Office of their method of
calculation in accordance with § 2, or of the results of the conversion in accordance with

§ 3.

The Central Office shall notify the States of this information.

§ 5 The railway shall publish the rates at which:
a) it converts sums expressed in foreign currencies but payable in domestic currency
(rates of conversion);
b) it accepts payment in foreign currencies (rates of acceptance).

Article 8

Special provisions for certain types of transport

§ 1 In the case of the haulage of privately owned wagons, special provisions are laid down in
the Regulations concerning the international haulage of private owners' wagons by rail
(RIP), Annex II to the Uniform Rules.

§ 2 In the case of the carriage of containers, special provisions are laid down in the
Regulations concerning the international carriage of containers by rail (RICo), Annex III to
the Uniform Rules.

§ 3 In the case of express parcels traffic, railways may, by tariff clauses, agree on special
provisions in accordance with the Regulations concerning the international carriage of
express parcels by rail (RIEx), Annex IV to the Uniform Rules.

§ 4 Two or more States, by special agreement, or two or more railways by supplementary
provisions or by tariff clauses, may agree on terms derogating from the Uniform Rules for
the following types of consignments:
a) consignments under cover of a negotiable document;
b) consignments to be delivered only against return of the duplicate of the consignment
note;
c) consignments of newspapers;
d) consignments intended for fairs or exhibitions;
e) consignments of loading tackle and of equipment for protection of goods in transit
against heat or cold;
f) consignments over all or part of the route under cover of consignment notes which
are not used for charging and billing;
g) consignments sent under cover of an instrument suitable for automatic data
transmission.

Article 9

Supplementary provisions

§ 1 Two or more States or two or more railways may make supplementary provisions for the
execution of the Uniform Rules. They may not derogate from the Uniform Rules unless
the latter expressly so provide.

§ 2 The supplementary provisions shall be put into force and published in the manner required
by the laws and regulations of each State. The Central Office shall be notified of the
supplementary provisions and of their coming into force.

Article 10

National law

§ 1 In the absence of provisions in the Uniform Rules, supplementary provisions or
international tariffs, national law shall apply.

§ 2 "National law" means the law of the State in which the person entitled asserts his rights,
including the rules relating to conflict of laws.

Title II
Making and Execution of the Contract of Carriage

Article 11

Making of the contract of carriage

§ 1 The contract of carriage shall come into existence as soon as the forwarding railway has
accepted the goods for carriage together with the consignment note. Acceptance is
established by the application to the consignment note and, where appropriate, to each
additional sheet, of the stamp of the forwarding station, or accounting machine entry,
showing the date of acceptance.

§ 2 The procedure laid down in § 1 must be carried out immediately after all the goods to
which the consignment note relates have been handed over for carriage and where the
provisions in force at the forwarding station so require such charges as the consignor has
undertaken to pay have been paid or a security deposited in accordance with Article 15, § 7.

§ 3 When the stamp has been affixed or the accounting machine entry has been made, the
consignment note shall be evidence of the making and content of the contract.

§ 4 Nevertheless, when the loading of the goods is the duty of the consignor in accordance with tariffs or agreements existing between him and the railway, and provided that such agreements are authorised at the forwarding station, the particulars in the consignment note relating to the mass of the goods or to the number of packages shall only be evidence against the railway when that weight or number of packages has been verified by the railway and certified in the consignment note. If necessary these particulars may be proved by other means.
If it is obvious that there is no actual deficiency corresponding to the discrepancy between the mass or number of packages and the particulars in the consignment note, the latter shall not be evidence against the railway. This shall apply in particular when the wagon is handed over to the consignee with the original seals intact.

§ 5 The railway shall certify receipt of the goods and the date of acceptance for carriage by affixing the date stamp to or making the accounting machine entry on the duplicate of the consignment note before returning the duplicate to the consignor.
The duplicate shall not have effect as the consignment note accompanying the goods, nor as a bill of lading.

Article 12

Consignment note

§ 1 The consignor shall present a consignment note duly completed.
A separate consignment note shall be made out for each consignment. One and the same consignment note may not relate to more than a single wagon load. The supplementary provisions may derogate from these rules.

§ 2 The railways shall prescribe a standard form of consignment note, which must include a duplicate for the consignor.
In the case of certain traffic, notably between adjacent countries, the railways may prescribe, in the tariffs, the use of a simplified form of consignment note.
In the case of certain traffic with countries which have not acceded to this Convention, tariffs may provide for recourse to a special procedure.

§ 3 The consignment note must be printed in two or where necessary in three languages, at least one of which shall be one of the working languages of the Organisation.
International tariffs may determine the language in which the particulars to be filled in by the consignor in the consignment note shall be entered.
In the absence of such provisions, they must be entered in one of the official languages of the State of departure and a translation in one of the working languages of the Organisation must be added unless the particulars have been entered in one of those languages.
The particulars entered by the consignor in the consignment note shall be in Roman lettering, save where the supplementary provisions or international tariffs otherwise provide.

Article 13

Wording of the Consignment Note

§ 1 The consignment note must contain:
a) the name of the destination station;
b) the name and address of the consignee; only one individual or legal person shall be shown as consignee;
c) the description of the goods;
d) the mass, or failing that, comparable information in accordance with the provisions in force at the forwarding station;
e) the number of packages and a description of the packing in the case of consignments in less than wagon loads, and in the case of complete wagon loads comprising one or more packages, forwarded by rail-sea and requiring to be transshipped;
f) the number of the wagon and also, for privately-owned wagons, the tare, in the case of goods where the loading is the duty of the consignor;
g) a detailed list of the documents which are required by Customs or other administrative authorities and are attached to the consignment note or shown as held at the disposal of the railway at a named station or at an office of the Customs or of any other authority;
h) the name and address of the consignor; only one individual or legal person shall be shown as the consignor; if the provisions in force at the forwarding station so require, the consignor shall add to his name and address his written, printed or stamped signature.

The provisions in force at the forwarding station shall determine the meanings of the terms "wagon load" and "less than wagon load" for the whole of the route.

§ 2 The consignment note must, where appropriate, contain all the other particulars provided for in the Uniform Rules. It shall not contain other particulars unless they are required or allowed by the laws and regulations of a State, the supplementary provisions or the tariffs, and are not contrary to the Uniform Rules.

§ 3 Nevertheless, the consignor may insert in the consignment note in the space set apart for the purpose, but as information for the consignee, remarks relating to the consignment, without involving the railway in any obligation or liability.

§ 4 The consignment note shall not be replaced by other documents or supplemented by documents other than those prescribed or allowed by the Uniform Rules, the supplementary provisions or the tariffs.

Article 14

Route and tariffs applicable

§ 1 The consignor may stipulate in the consignment note the route to be followed, indicating it by reference to frontier points or frontier stations and where appropriate, to transit stations between railways. He may only stipulate frontier points and frontier stations which are open to traffic between the forwarding and destination places concerned.

§ 2 The following shall be regarded as routeing instructions:
a) designation of stations where formalities required by Customs or other administrative authorities are to be carried out, and of stations where special care is to be given to the goods (attention to animals, re-icing etc);
b) designation of the tariffs to be applied, if this is sufficient to determine the stations between which the tariffs requested are to be applied;
c) instructions as to the payment of the whole or a part of the charges up to X (X indicating by name the point at which the tariffs of adjacent countries are applied).

§ 3 Except in the cases specified in Article 3, §§ 4 and 5 and Article 33, § 1 the railway may not carry the goods by a route other than that stipulated by the consignor unless both:
a) the formalities required by Customs or other administrative authorities, as well as the special care to be given to the goods, will in any event be carried out at the stations indicated by the consignor; and
b) the charges and the transit periods will not be greater than the charges and transit periods calculated according to the route stipulated by the consignor.
Sub-paragraph (a) shall not apply to consignments in less than wagon loads if one of the participating railways is unable to adhere to the route chosen by the consignor by virtue of the routeing instructions arising from its arrangements for the international carriage of consignments in less than wagon loads.

§ 4 Subject to the provisions of § 3, the charges and transit periods shall be calculated according to the route stipulated by the consignor or, in the absence of any such indication, according to the route chosen by the railway.

§ 5 The consignor may stipulate in the consignment note which tariffs are to be applied. The railway must apply such tariffs if the conditions laid down for their application have been fulfilled.

§ 6 If the instructions given by the consignor are not sufficient to indicate the route or tariffs to be applied, or if any of those instructions are inconsistent with one another, the railway shall choose the route or tariffs which appear to it to be the most advantageous to the consignor.

§ 7 The railway shall not be liable for any loss or damage suffered as a result of the choice made in accordance with § 6, except in the case of wilful misconduct or gross negligence.

Article 15

Payment of charges

§ 1 The charges (carriage charges, supplementary charges, Customs duties and other charges incurred from the time of acceptance for carriage to the time of delivery) shall be paid by the consignor or the consignee in accordance with the following provisions.
In applying these provisions, charges which, according to the applicable tariff, must be

added to the standard rates or special rates when calculating the carriage charges, shall be deemed to be carriage charges.

§ 2 A consignor who undertakes to pay a part or all of the charges shall indicate this on the consignment note by using one of the following phrases:
a) i) "carriage charges paid", if he undertakes to pay carriage charges only;
ii) "carriage charges paid including... ", if he undertakes to pay charges additional to those for carriage, he shall give an exact description of those charges;
additional indications, which may relate only to the supplementary charges or other charges incurred from the time of acceptance for carriage until the time of delivery as well as to sums collected either by Customs or other administrative authorities shall not result in any division of the total amount of any one category of charges (for example, the total amount of Customs duties and of other amounts payable to Customs, value added tax being regarded as a separate category);
iii) "carriage charges paid to X" (X indicating by name the point at which the tariffs of adjacent countries are applied), if he undertakes to pay carriage charges to X;
iv) "carriage charges paid to X including..." (X indicating by name the point at which the tariffs of adjacent countries are applied), if he undertakes to pay charges additional to those for carriage to X, but excluding all charges relating to the subsequent country or railway; the provisions of (ii) shall apply analogously;
b) "all charges paid", if he undertakes to pay all charges (carriage charges, supplementary charges, Customs duties and other charges);
c) "charges paid not exceeding... ", if he undertakes to pay a fixed sum; save where the tariffs otherwise provide, this sum shall be expressed in the currency of the country of departure.
Supplementary and other charges which, according to the provisions in force at the forwarding station, are to be calculated for the whole of the route concerned, and the charge for interest in delivery laid down in Article 16, § 2, shall always be paid in full by the consignor in the case of payment of the charges in accordance with (a) (iv).

§ 3 The International tariffs may, as regards payment of charges, prescribe the exclusive use of certain phrases set out in § 2 of this Article or the use of other phrases.

§ 4 The charges which the consignor has not undertaken to pay shall be deemed to be payable by the consignee. Nevertheless, such charges shall be payable by the consignor if the consignee has not taken possession of the consignment note nor asserted his rights under Article 28, § 4, nor modified the contract of carriage in accordance with Article 31.

§ 5 Supplementary charges, such as charges for demurrage and standage warehousing and weighing, which arise from an act attributable to the consignee or from a request which he has made, and shall always be paid to him.

§ 6 The forwarding railway may require the consignor to prepay the charges in the case of goods which in its opinion are liable to undergo rapid deterioration or which, by reason of their low value or their nature, do not provide sufficient cover for such charges.

§ 7 If the amount of the charges which the consignor undertakes to pay cannot be ascertained exactly at the time the goods are handed over for carriage, such charges shall be entered in a charges note and a settlement of accounts shall be made with the consignor not later than thirty days after the expiry of the transit period. The railway may require as security a deposit approximating to the amount of such charges, for which a receipt shall be given.
A detailed account of charges drawn up from the particulars in the charges note shall be delivered to the consignor in return for the receipt.

§ 8 The forwarding station shall specify, in the consignment note and in the duplicate, the charges which have been prepaid, unless the provisions in force at the forwarding station provide that those charges are only to be specified in the duplicate. In the case provided for in § 7 of this Article these charges are not to be specified either in the consignment note or in the duplicate.

Article 16

Interest in delivery

§ 1 Any consignment may be the subject of a declaration of interest in delivery. The amount declared shall be shown in figures in the consignment note in the currency of the country of departure, in another currency determined by the tariffs or in units of account.

§ 2 The charge for interest in delivery shall be calculated for the whole of the route concerned, in accordance with the tariffs of the forwarding railway.

Article 17

Cash on delivery and disbursements

§ 1 The consignor may make the goods subject to a cash on delivery payment not exceeding their value at the time of acceptance at the forwarding station. The amount of such cash on delivery payment shall be expressed in the currency of the country of departure; the tariffs may provide for exceptions.

§ 2 The railway shall not be obliged to pay over any amount representing a cash on delivery payment unless the amount in question has been paid by the consignee. That amount shall be placed at the consignor's disposal within thirty days of payment by the consignee; interest at five per cent per annum shall be payable from the date of the expiry of that period.

§ 3 If the goods have been delivered, wholly or in part, to the consignee without prior collection of the amount of the cash on delivery payment, the railway shall pay the consignor the amount of any loss or damage sustained up to the total amount of the cash on delivery payment without prejudice to any right of recovery from the consignee.

§ 4 Cash on delivery consignments shall be subject to a collection fee laid down in the tariffs; such fee shall be payable notwithstanding cancellation or reduction of the amount of the cash on delivery payment by modification of the contract of carriage in accordance with Article 30, § 1.

§ 5 Disbursements shall only be allowed if made in accordance with the provisions in force at the forwarding station.

§ 6 The amounts of the cash on delivery payment and of disbursements shall be entered in figures on the consignment note.

Article 18

Responsibility for particulars furnished in the consignment note

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

Article 19

Condition, packing and marking of goods

§ 1 When the railway accepts for carriage goods showing obvious signs of damage, it may require the condition of such goods to be indicated in the consignment note.

§ 2 When the nature of the goods is such as to require packing, the consignor shall pack them in such a way as to protect them from total or partial loss and from damage in transit and to avoid risk of injury or damage to persons, equipment or other goods. Moreover the packing shall comply with the provisions in force at the forwarding station.

§ 3 If the consignor has not complied with the provisions of § 2, the railway may either refuse the goods or require the sender to acknowledge in the consignment note the absence of packing or the defective condition of the packing, with an exact description thereof.

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

§ 5 The supplementary provisions or the tariffs shall regulate the marking of packages by the consignor.

Article 20

Handing over of goods for carriage and loading of goods

§ 1 The handing over of goods for carriage shall be governed by the provisions in force at the forwarding station.

§ 2 Loading shall be the duty of the railway or the consignor according to the provisions in force at the forwarding station, unless otherwise provided in the Uniform Rules or unless the consignment note includes a reference to a special agreement between the consignor and the railway.
When the loading is the responsibility of the consignor, he shall comply with the load limit.
If different load limits are in force on the lines traversed, the lowest load limit shall be applicable to the whole route. The provisions laying down load limits shall be published in the same manner as tariffs. If the consignor so requests, the railway shall inform him of the permitted load limit.

§ 3 The consignor shall be liable for all the consequences of defective loading carried out by him and shall, in particular, make good any loss or damage suffered by the railway through this cause. Nevertheless Article 15 shall apply to the payment of costs arising from the reloading of goods in the event of defective loading. The burden of proof of defective loading shall rest upon the railway.

§ 4 Unless otherwise provided in the Uniform Rules, goods shall be carried in covered wagons, open wagons, sheeted open wagons or specially equipped wagons according to the international tariffs. If there are no international tariffs, or if they do not contain any provisions on the subject, the provisions in force at the forwarding station shall apply throughout the whole of the route.

§ 5 The affixing of seals to wagons shall be governed by the provisions in force at the forwarding station.
The consignor shall indicate in the consignment note the number and description of the seals affixed to the wagons by him.

Article 21

Verification

§ 1 The railway shall always have the right to verify that the consignment corresponds with the particulars furnished in the consignment note by the consignor and that the provisions relating to the carriage of goods accepted subject to conditions have been complied with.

§ 2 If the contents of the consignment are examined for this purpose, the consignor or the consignee, according to whether the verification takes place at the forwarding station or the destination station, shall be invited to be present. Should the interested party not attend, or should the verification take place in transit, it shall be carried out in the presence of two witnesses not connected with the railway, unless the laws or regulations of the State where the verification takes place provide otherwise. The railway may not however carry out the verification in transit unless compelled to do so by operational necessities or by the requirements of the Customs or of other administrative authorities.

§ 3 The result of the verification of the particulars in the consignment note shall be entered therein. If verification takes place at the forwarding station, the result shall also be recorded in the duplicate of the consignment note if it is held by the railway.
If the consignment does not correspond with the particulars in the consignment note or if the provisions relating to the carriage of goods accepted subject to conditions have not been complied with, the costs of the verification shall be charged against the goods, unless paid at the time.

Article 22

Ascertainment of weight and number of packages

§ 1 The provisions in force in each State shall determine the circumstances in which the railway must ascertain the mass of the goods or the number of packages and the actual tare of the wagons.
The railway shall enter in the consignment note the results ascertained.

§ 2 If weighing by the railway, after the contract of carriage has been made, reveals a difference, the mass ascertained by the forwarding station or, failing that, the mass declared by the consignor, shall still be the basis for calculating the carriage charges:

a) if the difference is manifestly due to the nature of the goods or to atmospheric conditions; or
b) the weighing takes place on a weighbridge and does not reveal a difference exceeding two per cent of the mass ascertained by the forwarding station or failing that, of that declared by the consignor.

Article 23

Overloading

§ 1 When overloading of a wagon is established by the forwarding station or by an intermediate station, the excess load may be removed from the wagon even if no surcharge is payable. Where necessary the consignor or, if the contract of carriage has been modified in accordance with Article 31, the consignee shall be asked without delay to give instructions concerning the excess load.

§ 2 Without prejudice to the payment of surcharges under Article 24, the excess load shall be charged for the distance covered in accordance with the carriage charges applicable to the main load. If the excess load is unloaded, the charge for unloading shall be determined by the tariffs of the railway which carries out the unloading.
If the person entitled directs that the excess load be forwarded to the same destination station as the main load or to another destination station, or directs that it be returned to the forwarding station, the excess load shall be treated as a separate consignment.

Article 24

Surcharges

§ 1 Without prejudice to the railway's entitlement to the difference in carriage charges and to compensation for any possible loss or damage, the railway may impose:
a) a surcharge equal to one unit of account per kilogramme of gross mass of the whole package;
i) in the case of irregular, incorrect or incomplete description of substances and articles not acceptable for carriage under the RID;
ii) in the case of irregular, incorrect or incomplete description of substances and articles which under the RID are acceptable for carriage subject to conditions, or in the case of failure to observe such conditions.
The supplementary provisions may provide for other methods of calculating the surcharge, in particular a fixed surcharge for empty private owners' wagons.
b) a surcharge equal to five units of account per 100 kilogrammes of mass in excess of the load limit, where the wagon has been loaded by the consignor.

§ 2 The surcharges shall be charged against the goods irrespective of the place where the facts giving rise to the surcharges were established.

§ 3 The amount of the surcharges and the reason for imposing them must be entered in the consignment note.

§ 4 The supplementary provisions shall specify the case in which no surcharge is due.

Article 25

Documents for completion of administrative formalities. Customs seals

§ 1 The consignor must attach to the consignment note the documents necessary for the completion of formalities required by Customs or other administrative authorities before delivery of the goods. Such documents shall relate only to goods which are the subject of one and the same consignment note, unless otherwise provided by the requirements of Customs or of other administrative authorities or by the tariffs.
However, when these documents are not attached to the consignment note or if they are to be provided by the consignee, the consignor shall indicate in the consignment note the station, the Customs office or the office of any other authority where the respective documents will be made available to the railway and where the formalities must be completed. If the consignor will himself be present or be represented by an agent when the formalities required by Customs or other administrative authorities are carried out, it will suffice for the documents to be produced at the time when those formalities are carried out.

§ 2 The railway shall not be obliged to check whether the documents furnished are sufficient and correct.

§ 3 The consignor shall be liable to the railway for any loss or damage resulting from the absence or insufficiency of or any irregularity in such documents, save in the case of fault by the railway.
The railway shall, where it is at fault, be liable for any consequences arising from the loss, non-use or misuse of the documents referred to in the consignment note and accompanying it or deposited with the railway; nevertheless any compensation shall not exceed that payable in the event of loss of the goods.

§ 4 The consignor must comply with the requirements of Customs or of other administrative authorities with respect to the packing and sheeting of the goods. If the consignor has not packed or sheeted the goods in accordance with those requirements the railway shall be entitled to do so; the resulting cost shall be charged against the goods.

§ 5 The railway may refuse consignments when the seals affixed by Customs or other administrative authorities are damaged or defective.

Article 26

Completion of Administrative Formalities

§ 1 In transit, the formalities required by Customs or other administrative authorities shall be completed by the railway. The railway may, however, delegate that duty to an agent.

§ 2 In completing such formalities, the railway shall be liable for any fault committed by itself or by its agent; nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

§ 3 The consignor, by so indicating in the consignment note, or the consignee by giving orders as provided for in Article 31, may ask:
a) to be present himself or to be represented by an agent when such formalities are carried out, for the purpose of furnishing any information or explanations required;
b) to complete such formalities himself or to have them completed by an agent, in so far as the laws and regulations of the Slate in which they are to be carried out so permit;
c) to pay Customs duties and other charges, when he or his agent is present at or completes such formalities, in so far as the laws and regulations of the State in which they are carried out permit such payment.
Neither the consignor, nor the consignee who has the right of disposal, nor the agent of either may take possession of the goods.

§ 4 If, for the completion of the formalities, the consignor designated a station where the provisions in force do not permit of their completion, or if he has stipulated for the purpose any other procedure which cannot be followed, the railway shall act in the manner which appears to it to be the most favourable to the interests of the person entitled and shall inform the consignor of the measures taken.
If the consignor, by an entry in the consignment note, has undertaken to pay charges including Customs duty, the railway shall have the choice of completing Customs formalities either in transit or at the destination station.

§ 5 Subject to the exception provided for in the second subparagraph § 4, the consignee may complete Customs formalities at the destination station if that station has a Customs office and the consignment note requests Customs clearance on arrival, or, in the absence of such request, if the goods arrive under Customs control. The consignee may also complete these formalities at a destination station that has no Customs office if the national laws and regulations so permit or if the prior authority of the railway and the Customs authorities has been obtained. If the consignee exercises any of these rights, he shall pay in advance the amounts chargeable against the goods.
Nevertheless, the railway may proceed in accordance with § 4 if the consignee has not taken possession of the consignment note within the period fixed by the provisions in force at the destination station.

Article 27

Transit periods

§ 1 The transit periods shall be specified either by agreement between the railways participating in the carriage, or by the international tariffs applicable from the forwarding station to the destination station. For certain special types of traffic and on certain routes these periods may also be established on the basis of transport plans applicable between

the railways concerned; in that case they must be included in international tariffs or special agreements which, where appropriate, may provide for derogations from §§ 3 to 9 below.
Such periods shall not in any case exceed those which would result from the application of the following paragraphs.

§ 2 In the absence of any indication in regard to the transit periods as provided for in § 1, and subject to the following paragraphs, the maximum transit periods shall be as follows:
a) for wagon-load consignments:
period for despatch 12 hours;
period for carriage, for each 400 km or fraction thereof 24 hours;
b) for less than wagon-load consignments:
period for despatch 24 hours;
period for carriage, for each 200 km or fraction thereof 24 hours;
All these distances shall relate to the kilometric distances contained in the tariffs.

§ 3 The period for despatch shall be counted only once, irrespective of the number of systems traversed. The period for carriage shall be calculated on the total distance between the forwarding station and the destination station.

§ 4 The railway may fix additional transit periods of specified duration in the following cases:
a) consignments handed in for carriage, or to be delivered, at places other than stations;
b) consignments to be carried:
i) by lines of different gauge;
ii) by sea or inland navigable waterway;
iii) by road if there is no rail link;
c) consignments charged at reduced rates in accordance with special or exceptional internal tariffs;
d) exceptional circumstances causing an exceptional increase in traffic or exceptional operating difficulties.

§ 5 The additional transit period provided for in § 4 (a) to (c) shall be shown in the tariffs or in the provisions duly published in each State.
Those provided for in § 4 (d) must be published and may not come into force before their publication.

§ 6 The transit period shall run from midnight next following acceptance of the goods for carriage.

§ 7 Except in the case of any fault by the railway, the transit period shall be extended by the duration of the period necessitated by:
a) verification or ascertainment in accordance with Article 21 and Article 22, § 1, which reveals differences from the particulars shown in the consignment note;
b) completion of the formalities required by Customs or other administrative authorities;
c) modification of the contract of carriage under Article 30 or 31;
d) special care to be given to the goods;
e) the trans-shipment or reloading of any goods loaded defectively by the consignor;
f) any interruption of traffic temporarily preventing the commencement or continuation of carriage.
The reason for and the duration of such extensions shall be entered in the consignment note. If necessary proof may be furnished by other means.

§ 8 The transit period shall be suspended on Sundays and statutory holidays. It shall be suspended on Saturdays when the provisions in force in any State provide for the suspension of domestic railway transit periods on those days.

§ 9 When the transit period ends after the time at which the destination station closes, the period shall be extended until two hours after the time at which the station next opens.

§ 10 The transit period is observed if, before its expiry:
a) in cases where consignments are to be delivered at a station and notice of arrival must be given, such notice is given and the goods are held at the disposal of the consignee;
b) in cases where consignments are to be delivered at a station and notice of arrival need not be given, the goods are held at the disposal of the consignee;
c) in the case of consignments which are to be delivered at places other than stations, the goods are placed at the disposal of the consignee.

Article 28

Delivery

§ 1 The railway shall hand over the consignment note and deliver the goods to the consignee at the destination station against a receipt and payment of the amounts chargeable to the

consignee by the railway.
Acceptance of the consignment note obliges the consignee to pay to the railway the amounts chargeable to him.

§ 2 It shall be equivalent to delivery to the consignee if, in accordance with the provisions in force at the destination station:
a) the goods have been handed over to Customs or *Octroi* authorities at their premises or warehouses, when these are not subject to railway supervision;
b) the goods have been deposited for storage with the railway, with a forwarding agent or in a public warehouse.

§ 3 The provisions in force at the destination station or the terms of any agreements with the consignee shall determine whether the railway is entitled or obliged to hand over the goods to the consignee elsewhere than at the destination station, whether in a private siding, at his domicile or in a railway depot. If the railway hands over the goods, or arranges for them to be handed over in a private siding, at his domicile or in a depot, delivery shall be deemed to have been effected at the time when they are so handed over. Save where the railway and the user of a private siding have agreed otherwise, operations carried out by the railway on behalf of and under the instructions of that user shall not be covered by the contract of carriage.

§ 4 After the arrival of the goods at the destination station, the consignee may require the railway to hand over the consignment note and deliver the goods to him.
If the loss of the goods is established or if the goods have not arrived on the expiry of the period provided for in Article 39, § 1, the consignee may assert, in his own name, any rights against the railway which he may have acquired by reason of the contract of carriage.

§ 5 The person entitled may refuse to accept the goods, even when he has received the consignment note and paid the charges, so long as an examination for which he has asked in order to establish alleged loss or damage has not been made.

§ 6 In all other respects, delivery of goods shall be carried out in accordance with the provisions in force at the destination station.

Article 29

Correction of charges

§ 1 In case of incorrect application of a tariff or of error in the calculation or collection of charges, undercharges shall be paid or overcharges repaid.
Undercharges shall be paid and overcharges shall be repaid only if they exceed eight units of account per consignment note. The repayment shall be made as a matter of course.

§ 2 If the consignee has not taken possession of the consignment note the consignor shall be obliged to pay to the railway any amounts undercharged. When the consignment note has been accepted by the consignee or the contract of carriage modified in accordance with Article 31, the consignor shall be obliged to pay any undercharge only to the extent that it relates to the costs which he has undertaken to pay by an entry in the consignment note. Any balance of the undercharge shall be paid by the consignee.

§ 3 Sums due under this Article shall bear interest at five per cent per annum from the day of receipt of the demand for payment or from the day of the claim referred to in Article 53 or, if there has been no such demand or claim, from the day on which legal proceedings are instituted.
If, within a reasonable period allotted to him, the person entitled does not submit to the railway the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the period laid down and the actual submission of such documents.

TITLE III
Modification of the contract of carriage

Article 30

Modification by the consignor

§ 1 The consignor may modify the contract of carriage by giving subsequent orders:
a) for the goods to be withdrawn at the forwarding station;
b) for the goods to be stopped in transit;
c) for delivery of the goods to be delayed;
d) for the goods to be delivered to a person other than the consignee shown in the

consignment note;
e) for the goods to be delivered at a station other than the destination station shown in
the consignment note;
f) for the goods to be returned to the forwarding station;
g) for the consignment to be made subject to a cash on delivery payment;
h) for a cash on delivery payment to be increased, reduced or cancelled;
i) for charges relating to a consignment which has not been prepaid to be debited to
him, or for charges which he has undertaken to pay in accordance with Article 15,
§ 2 to be increased.
The tariffs of the following railway may provide that orders specified in (g) to (i) are not
acceptable.
The supplementary provisions of the international tariffs in force between the railways
participating in the carriage may provide for the acceptance of orders other than those
listed above.
Orders must not in any event have the effect of splitting the consignment.

§ 2 Such orders shall be given by means of a declaration, in the form laid down by the railway.
The declaration shall be reproduced and signed by the consignor in the duplicate of the
consignment note which shall be presented to the railway. The signature may be printed
or replaced by the despatch stamp.
Any order given in a form other than that laid down shall be null and void.

§ 3 If the railway complies with the consignor's orders without requiring the production of the
duplicate, where this has been sent to the consignee, the railway shall be liable to the
consignee for any loss or damage caused thereby. Nevertheless, any compensation shall
not exceed that payable in the event of loss of the goods.

§ 4 The consignor's right to modify the contract of carriage shall, notwithstanding that he is
in possession of the duplicate of the consignment note, be extinguished in cases where
the consignee:
a) has taken possession of the consignment note;
b) has accepted the goods;
c) has asserted his rights in accordance with Article 28, § 4;
d) is entitled, in accordance with Article 31, to give orders as soon as the consignment
has entered the Customs territory of the country of destination.
From that time onwards, the railway shall comply with the orders and instructions of the
consignee.

Article 31

Modification by the consignee

§ 1 When the consignor has not undertaken to pay the charges relating to carriage in the
country of destination, and has not inserted in the consignment note the words Consignee
not authorised to give subsequent orders", the consignee may modify the contract of
carriage by giving subsequent orders:
a) for the goods to be stopped in transit;
b) for delivery of the goods to be delayed;
c) for the goods to be delivered in the country of destination to a person other than the
consignee shown in the consignment note;
d) for the goods to be delivered in the country of destination at a station other than the
destination station shown in the consignment note, subject to contrary provisions in
international tariffs;
e) for formalities required by Customs or other administrative authorities to be carried
out in accordance with Article 26, § 3.
The supplementary provisions or the international tariffs in force between the railways
participating in the carriage may provide for the acceptance of orders other than those
listed above.
Orders must not in any case have the effect of splitting the consignment.
The consignee's orders shall only be effective after the consignment has entered the
Customs territory of the country of destination.

§ 2 Such orders shall be given by means of a declaration, in the form laid down by the railway.
Any order given in a form other than that laid down shall be null and void.

§ 3 The consignee's right to modify the contract of carriage shall be extinguished in cases
where he has:
a) taken possession of the consignment note;
b) accepted the goods;
c) asserted his rights in accordance with Article 28, § 4;
d) designated a person in accordance with § 1 (c) and that person has taken
possession of the consignment note, accepted the goods or asserted his rights in
accordance with Article 28, § 4.

§ 4 If the consignee has given instructions for delivery of the goods to another person, that person shall not be entitled to modify the contract of carriage.

Article 32

Execution of subsequent orders

§ 1 The railway may not refuse to execute orders given under Articles 30 or 31 or delay doing so save where:
a) it is no longer possible to execute the orders by the time they reach the station responsible for doing so;
b) compliance with the orders would interfere with normal railway operations;
c) a change of destination station would contravene the laws and regulations of a State, and in particular the requirements of the Customs or of other administrative authorities;
d) in the case of a change of destination station, the value of the goods will not, in the railway's view, cover all the charges which would be payable on the goods on arrival at the new destination, unless the amount of such charges is paid or guaranteed immediately.
The person who has given the orders shall be informed as soon as possible of any circumstances which prevent their execution.
If the railway is not in a position to foresee such circumstances, the person who has given the orders shall be liable for all the consequences of starting to execute them.

§ 2 The charges arising from the execution of an order, except those arising from any fault by the railway, shall be paid in accordance with Article 15.

§ 3 Subject to § 1, the railway shall, in the case of any fault on its part, be liable for the consequences of failure to execute an order or failure to execute it properly. Nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

Article 33

Circumstances preventing carriage

§ 1 When circumstances prevent the carriage of goods, the railway shall decide whether it is preferable to carry the goods as a matter of course by modifying the route or whether it is advisable in the consignor's interest to ask him for instructions and at the same time give him any relevant information available to the railway. Save fault on its part, the railway may recover the carriage charges applicable to the route followed and shall be allowed the transit periods applicable to such route.

§ 2 If it is impossible to continue carrying the goods, the railway shall ask the consignor for instructions. It shall not be obliged to do so in the event of carriage being temporarily prevented as a result of measures taken in accordance with Article 3, § 4.

§ 3 The consignor may enter in the consignment note instructions to cover the event of circumstances preventing carriage.
If the railway considers that such instructions cannot be executed, it shall ask for fresh instructions.

§ 4 If the instructions of the consignor change the consignee or the destination station or are given at the station where the goods are being held, the consignor must enter them in the duplicate of the consignment note and present this to the railway.

§ 5 If the railway complies with the consignor's instructions without requiring the production of the duplicate, when this has been sent to the consignee, the railway shall be liable to the consignee for any loss or damage caused thereby. Nevertheless, any compensation shall not exceed that payable in the event of loss of the goods.

§ 6 If the consignor, on being notified of a circumstance preventing carriage, fails to give within a reasonable time instructions which can be executed, the railway shall take action in accordance with the provisions relating to circumstances preventing delivery, in force at the place where the goods have been held up.
If the goods have been sold, the proceeds of sale, less any amounts chargeable against the goods, shall be held at the disposal of the consignor. If the proceeds are less than those costs, the consignor shall pay the difference.

§ 7 When the circumstances preventing carriage cease to obtain before the arrival of instructions from the consignor, the goods shall be forwarded to their destination without

waiting for such instructions; the consignor shall be notified to that effect as soon as possible.

§ 8 When the circumstances preventing carriage arise after the consignee has modified the contract of carriage in accordance with Article 31, the railway shall notify the consignee.
§§ 1, 2, 6, 7 and 9 shall apply analogously.

§ 9 Save fault on its part, the railway may raise demurrage or standage charges if circumstances prevent carriage.

§ 10 Article 32 shall apply to carriage undertaken in accordance with Article 33.

Article 34

Circumstances preventing delivery

§ 1 When circumstances prevent delivery of the goods, the railway shall without delay notify the consignor to ask for his instructions.

§ 2 When the circumstances preventing delivery cease to obtain before arrival at the destination station of instructions from the consignor the goods shall be delivered to the consignee. The consignor shall be notified without delay.

§ 3 If the consignee refuses the goods, the consignor shall be entitled to give instructions even if he is unable to produce the duplicate of the consignment note.

§ 4 The consignor may also request, by an entry in the consignment note, that the goods be returned to him as a matter of course in the event of circumstances preventing delivery.
Unless such request is made, his express consent is required.

§ 5 Except as otherwise provided for above, the railway responsible for delivery shall proceed in accordance with the provisions in force at the place of delivery.
If the goods have been sold, the proceeds of sale, less any costs chargeable against the goods, shall be held at the disposal of the consignor. If such proceeds are less than those costs, the consignor shall pay the difference.

§ 6 When the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 31, the railway shall notify the consignee.
§§ 1, 2 and 6 shall apply analogously.

§ 7 Article 32 shall apply to carriage undertaken in accordance with Article 34.

TITLE IV
Liability

Article 35

Collective responsibility of railways

§ 1 The railway which has accepted goods for carriage with the consignment note shall be responsible for the carriage over the entire route up to delivery.

§ 2 Each succeeding railway, 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, without prejudice to the provisions of Article 55, § 3, relating to the railway of destination.

Article 36

Extent of liability

§ 1 The railway shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of acceptance for carriage and the time of delivery and for the loss or damage resulting from the transit period being exceeded.

§ 2 The railway shall be relieved of such liability if the loss or damage or the exceeding of the transit period was caused by a fault on the part of the person entitled, by an order given by the person entitled other than as a result of a fault on the part of the railway, by inherent vice of the goods (decay, wastage, etc.) or by circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

§ 3 The railway shall be relieved of such liability when the loss or damage arises from the special risks inherent in one or more of the following circumstances:
a) carriage in open wagons under the conditions applicable thereto or under an

agreement made between the consignor and the railway and referred to in the
consignment note;
b) absence or inadequacy of packing in the case of goods which by their nature are
liable to loss or damage when not packed or when not properly packed;
c) loading operations carried out by the consignor or unloading operations carried out
by the consignee under the provisions applicable thereto or under an agreement
made between the consignor and the railway and referred to in the consignment
note, or under an agreement between the consignee and the railway;
d) defective loading, when loading has been carried out by the consignor under the
provisions applicable thereto or under an agreement made between the consignor
and the railway and referred to in the consignment note;
e) completion by the consignor, the consignee or an agent of either, of the formalities
required by Customs or other administrative authorities;
f) the nature of certain goods which renders them inherently liable to total or partial loss
or damage, especially through breakage, rust, interior and spontaneous decay,
desiccation or wastage;
g) irregular, incorrect or incomplete description of articles not acceptable for carriage
or acceptable subject to conditions, or failure on the part of the consignor to observe
the prescribed precautions in respect of articles acceptable subject to conditions;
h) carriage of live animals;
i) carriage which, under the provisions applicable or under an agreement made
between the consignor and the railway and referred to in the consignment note, must
be accompanied by an attendant, if the loss or damage results from any risk which
the attendant was intended to avert.

Article 37

Burden of Proof

§ 1 The burden of proving that the loss, the damage or the exceeding of the transit period was
due to one of the causes specified in Article 36, § 2 shall rest upon the railway.

§ 2 When the railway establishes that, having regard to the circumstances of a particular
case, the loss or damage could have arisen from one or more of the special risks referred
to in Article 36, § 3, it shall be presumed that it did so arise. The person entitled shall,
however, have the right to prove that the loss or damage was not attributable either wholly
or partly to one of those risks.
This presumption shall not apply in the case referred to in Article 36, § 3(a) if an
abnormally large quantity has been lost or if a package has been lost.

Article 38

Presumption in case of reconsignment

§ 1 When a consignment despatched in accordance with the Uniform Rules has been
reconsigned subject to the same Rules and partial loss or damage has been ascertained
after the reconsignment, it shall be presumed that it occurred during the latest contract
of carriage if the consignment remained in the care of the railway and was reconsigned
in the same condition as it arrived at the station from which it was reconsigned.

§ 2 This presumption shall also apply when the contract of carriage prior to the reconsignment
was not subject to the Uniform Rules, if the Rules would have applied in the case of a
through consignment from the original forwarding station to the final destination station.
This presumption shall moreover apply when the contract of carriage prior to the
reconsignment was subject to a comparable international convention on international
through rail transport, and when this contains the same presumption of law in favour of
consignments sent in accordance with the Uniform Rules.

Article 39

Presumption of loss of goods

§ 1 The person entitled may, without being required to furnish further proof, consider the
goods lost when they have not been delivered to the consignee or are not being held at his
disposal within thirty days after the expiry of the transit periods.

§ 2 The person entitled may, on receipt of compensation for the lost goods, make a written
request to be notified without delay should the goods be recovered within one year after
the payment of compensation. The railway shall give a written acknowledgement of such

request.

§ 3 Within thirty days after receipt of such notification, the person entitled may require the goods to be delivered to him at any station on the route. In that case he shall pay the charges in respect of carriage from the forwarding station to the station where delivery is effected and shall refund the compensation received, less any costs which may have been included therein. Nevertheless he shall retain his rights to claim compensation for exceeding the transit period provided for in Article 43 and 46.

§ 4 In the absence of the request mentioned in § 2 or of any instructions given within the period specified in § 3, or if the goods are recovered more than one year after the payment of compensation, the railway shall dispose of them in accordance with the laws and regulations of the State having jurisdiction over the railway.

Article 40

Compensation for loss

§ 1 In the event of total or partial loss of the goods the railway must pay, to the exclusion of all other damages, compensation calculated according to the commodity exchange quotation or, if there is no such quotation, according to the current market price, or if there is neither such quotation nor such price, according to the normal value of goods of the same kind and quality at the time and place at which the goods were accepted for carriage.

§ 2 Compensation shall not exceed 17 units of account per kilogram of gross mass short.

§ 3 The railway shall in addition refund carriage charges, Customs duties and other amounts incurred in connection with carriage of the lost goods.

Article 41

Liability for wastage in transit

§ 1 In respect of goods which, by reason of their nature, are generally subject to wastage in transit by the sole fact of carriage, the railway shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route:
a) two per cent of the mass for liquid goods or goods consigned in a moist condition;
b) one per cent of the mass for dry goods.

§ 2 The limitation of liability provided for in § 1 may not be invoked if, having regard to the circumstances of a particular case, it is proved that the loss was not due to causes which would justify an allowance.

§ 3 Where several packages are carried under a single consignment note, the wastage in transit shall be calculated separately for each package if its mass on despatch is shown separately in the consignment note or can otherwise be ascertained.

§ 4 In the event of total loss of goods or in the case of loss of a package, no deduction for wastage in transit shall be made in calculating the compensation payable.

§ 5 This Article shall not derogate from Articles 36 and 37.

Article 42

Compensation for damage

§ 1 In case of damage to goods, the railway must pay compensation 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 as defined in Article 40 the percentage of loss in value noted at the place of destination.
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§ 2 The compensation may not exceed:
a) if the whole consignment has lost value through damage, the amount which would have been payable in case of total loss;
b) if only part of the consignment has lost value through damage, the amount which would have been payable had that part been lost.

§ 3 The railway shall in addition refund the amounts provided for in Article 40, § 3, in the proportion set out in § 1.

Article 43

Compensation for exceeding the transit period

§ 1 If loss or damage has resulted from the transit period being exceeded, the railway shall pay compensation not exceeding four times the carriage charges.

§ 2 In case of total loss of the goods, the compensation provided for in § 1 shall not be payable in addition to that provided for in Article 40.

§ 3 In case of partial loss of the goods, the compensation provided for in § 1 shall not exceed three times the carriage charges in respect of that part of the consignment which has not been lost.

§ 4 In case of damage to the goods, not resulting from the transit period being exceeded, the compensation provided for in § 1 shall, where appropriate, be payable in addition to that provided for in Article 42.

§ 5 In no case shall the total of compensation payable under § 1 together with that payable under Articles 40 and 42 exceed the compensation which would be payable in the event of total loss of the goods.

§ 6 The railway may provide, in international tariffs or in special agreements, for other forms of compensation than those provided for in § 1 when, in accordance with Article 27, § 1, the transit period has been established on the basis of transport plans.
If, in this case, the transit periods provided for in Article 27, § 2 are exceeded, the person entitled may demand either the compensation provided for in § 1 above or that determined by the international tariff or the special agreement applied.

Article 44

Loss of the right to invoke the limits of liability

The liability limits provided for in Articles 25, 26, 30, 32, 33, 40, 42, 43, 45 and 46 shall not apply if it is proved that the loss or damage resulted from an act or omission, on the part of the railway, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage will probably result.

Article 45

Limitation of compensation under certain tariffs

When the railway agrees to special conditions of carriage through special or exceptional tariffs, involving a reduction in the carriage charge calculated on the basis of the general tariffs, it may limit the amount of compensation payable to the person entitled in the case of exceeding of the transit period, provided that such limit is indicated in the tariff.
When the special conditions of carriage apply only to part of the route, the limit may only be invoked if the event giving rise to the compensation occurred on that part of the route.

Article 46

Compensation in case of interest in delivery

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 40,42,43 and 45, up to the amount declared.

Article 47

Conversion of, and interest on, compensation

§ 1 When the calculation of the compensation requires the conversion of sums expressed in foreign currencies, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

§ 2 The person entitled may claim interest on compensation payable, calculated at five per cent per annum, from the date of the claim referred to in Article 53 or, if no such claim has been made, from the day on which legal proceedings are instituted.

§ 3 Interest shall only be payable if the compensation exceeds eight units of account per consignment note.

§ 4 If, within a reasonable period allotted to him, the person entitled does not submit to the railway the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the period laid down and the actual submission of such documents.

Article 48

Liability in respect of rail-sea traffic

§ 1 In rail-sea transport by the services referred to in Article 2, § 2 of the Convention each
State may, by requesting that a suitable note be included in the list of lines or services to
which the Uniform Rules apply, indicate that the following ground for exemption from
liability will apply in their entirety in addition to those provided for in Article 36.
The carrier may only avail himself of these grounds for exemption if he proves that the
loss, damage or exceeding of the transit period occurred in the course of the sea journey
between the time when the goods were loaded on board the ship and the time when they
were discharged from the ship.
The grounds for exemption are as follows:
a) act, neglect or default on the part of the master, a mariner, pilot or the carrier's
servants in the navigation or management of the ship;
b) unseaworthiness of the ship, if the carrier proves that the unseaworthiness is not
attributable to lack of due diligence on his part to make the ship seaworthy, to ensure
that it is properly manned, equipped and supplied or to make all parts of the ship in
which the goods are loaded fit and safe for their reception, carriage and protection;
c) fire, if the carrier proves that it was not caused by his act or fault, or that of the
master, a mariner, pilot or the carrier's servants;
d) perils, dangers and accidents of the sea or other navigable waters;
e) saving or attempting to save life or property at sea;
f) the loading of goods on the deck of the ship, if they are so loaded with the consent
of the consignor given in the consignment note and are not in wagons.
The above grounds for exemption in no way affect the general obligations of the carrier
and, in particular, his obligation to exercise due diligence to make the ship seaworthy, to
ensure that it is properly manned, equipped and supplied and to make all parts of the ship
in which the goods are loaded fit and safe for their reception, carriage and protection.
Even when the carrier can rely on the foregoing grounds for exemption, he shall
nevertheless remain liable if the person entitled proves that the loss, damage or exceeding
of the transit period is due to a fault of the carrier, the master, a mariner, pilot or the
carrier’s servants, fault other than provided for under (a).

§ 2 Where one and the same sea route is served by several undertakings included in the list
referred to in Articles 3 and 10 of the Convention, the regime of liability applicable to that
route shall be the same for all those undertakings.
In addition, where such undertakings have been included in the list at the request of
several States, the adoption of this regime shall be the subject of prior agreement between
those States.

§ 3 The measures taken under this Article shall be notified to the Central Office. They shall
come into force at the earliest at the expiry of a period of thirty days from the date of the
letter by which the Central Office notifies them to other States.
Consignments already in transit shall not be affected by such measures.

Article 49

Liability in case of nuclear incidents

The railway shall be relieved of liability under the Uniform Rules for loss or damage caused by
a nuclear incident when the operator of a nuclear installation or another person who is
substituted for him is liable for the loss or damage pursuant to a State's laws and regulations
governing liability in the field of nuclear energy.

Article 50

Liability of the railway for its servants

The railway shall be liable for its servants and for any other persons whom it employs to perform
the carriage.
If however such servants and other persons, at the request of an interested party, make out
consignment notes, make translations or render other services which the railway itself is under
no obligation to render, they shall be deemed to be acting on behalf of the person to whom the
services are rendered.

Article 51

Other actions

In all cases to which the Uniform Rules apply, any action in respect of liability on any grounds
whatsoever may be brought against the railway only subject to the conditions and limitations laid
down in the Rules.
The same shall apply to any action brought against those servants and other persons for whom
the railway is liable under Article 50.

TITLE V
Assertion of Rights

Article 52

Ascertainment of partial loss or damage

§ 1 When partial loss of' or damage to, goods is discovered or presumed by the railway or alleged by the person entitled, the railway 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.
A copy of the report must be supplied free of charge to the person entitled.

§ 2 Should the person entitled not accept the findings in the report, he may request that the condition and mass of the goods and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties or by a court. The procedure to be followed shall be governed by the laws and regulations of the State in which such ascertainment takes place.

Article 53

Claims

§ 1 Claims relating to the contract of carriage shall be made in writing to the railway specified in Article 55.

§ 2 A claim may be made by persons who have the right to bring an action against the railway under Article 54.

§ 3 To make the claim, the consignor must produce the duplicate of the consignment note.
Failing this, he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the consignment.
To make the claim, the consignee must produce the consignment note if it has been handed over to him.

§ 4 The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim shall be produced either in the original or as copies, the copies to be duly authenticated if the railway so requires.
On settlement of the claim, the railway may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.

Article 54

Persons who may bring an action against the railway

§ 1 An action for the recovery of a sum paid under the contract of carriage may only be brought by the person who made the payment.

§ 2 An action in respect of the cash on-delivery payments provided for in Article 17 may only be brought by the consignor.

§ 3 Other actions arising from the contract of carriage may be brought:
a) by the consignor, until such time as the consignee has:
i) taken possession of the consignment note,
ii) accepted the goods, or
iii) asserted his rights under Article 28, § 4, or Article 31;
b) by the consignee, from the time when he has:
i) taken possession of the consignment note,
ii) accepted the goods,
iii) asserted his rights under Article 28, § 4, or
iv) asserted his rights under Article 31 provided that the right of action shall be extinguished from the time when the person designated by the consignee in accordance with Article 31, § 1(c) has taken possession of the consignment note, accepted the goods, or asserted his rights under Article 28, § 4.

§ 4 In order to bring an action, the consignor must produce the duplicate of the consignment note. Failing this, in order to bring an action under § 3(a) he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the consignment.
In order to bring an action, the consignee shall produce the consignment note if it has been handed over to him.

Article 55

Railways against which an action may be brought

§ 1 An action for the recovery of a sum paid under the contract of carriage may be brought

against the railway which has collected that sum or against the railway on whose behalf it was collected.

§ 2 An action in respect of the cash on delivery payments provided for in Article 17 may only be brought against the forwarding railway.

§ 3 Other actions arising from the contract of carriage may be brought against the forwarding railway, the railway of destination or the railway on which the event giving rise to the proceedings occurred.
Such actions may be brought against the railway of destination even if it has received neither the goods nor the consignment note.

§ 4 If the plaintiff can choose between several railways, his right to choose shall be extinguished as soon as he brings an action against any one of them.

§ 5 An action may be brought against a railway other than those specified in §§ 1, 2 and 3 when instituted by way of counterclaim or by way of exception to the principal claim based on the same contract of carriage.

Article 56

Competence
Actions brought under the Uniform Rules may only be instituted in the competent court of the State having jurisdiction over the defendant railway, unless otherwise provided in agreements between States or in acts of concession.
When a railway operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this Article.

Article 57

Extinction of right of action against the railway

§ 1 Acceptance of the goods by the person entitled shall extinguish all rights of action against
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the railway arising from the contract of carriage in case of partial loss, damage or exceeding of the transit period.

§ 2 Nevertheless, the right of action shall not be extinguished:
a) in the case of partial loss or of damage, if:
i) the loss or damage was ascertained before the acceptance of the goods in accordance with Article 52 by the person entitled;
ii) the ascertainment which should have been carried out under Article *52* was omitted solely through the fault of the railway;
b) in the case of loss or damage which is not apparent and is not ascertained until after acceptance of the goods by the person entitled, provided that he:
i) asks for ascertainment in accordance with Article *52* immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods;
ii) and, in addition, proves that the loss or damage occurred between the time of acceptance for carriage and the time of delivery.
c) in cases where the transit period has been exceeded, if the person entitled has, within sixty days, asserted his rights against one of the railways referred to in Article 55, § 3;
d) if the person entitled furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway.
§ 3 If the goods have been recognised in accordance with Articles 38, § 1 rights of action in case of partial loss or of damage, arising from one of the previous contracts of carriage, shall be extinguished as if there had been only one contract of carriage.

Article 58

Limitation of actions

§ 1 The period of limitation for an action arising from the contract of carriage shall be one year.
Nevertheless, the period of limitation shall be two years in the case of an action:
a) to recover a cash on delivery payment collected by the railway from the consignee;
b) to recover the proceeds of a sale effected by the railway;
c) for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage will probably result;
d) arising from one of the contracts of carriage prior to the reconsignment in the case provided for in Article 38, § 1.

§ 2 The period of limitation shall run:

a) in actions for compensation for total loss, from the thirtieth day after the expiry of the transit period;
b) in actions for compensation for partial loss, for damage or for exceeding the transit period, from the day when delivery took place;
c) in actions for payment or refund of carriage charges, supplementary charges, other charges or surcharges, or for correction of charges in case of a tariff being wrongly applied or of an error in calculation or collection:
i) if payment has been made, from the day of payment;
ii) if payment has not been made, from the day when the goods were accepted for carriage if payment is due from the consignor, or from the day when the consignee took possession of the consignment note if payment is due from him;
iii) in the case of sums to be paid under a charges note, from the day on which the railway submits to the consignor the account of charges provided for in Article 15, § 7; if no such account has been submitted, the period in respect of sums due to the railway shall run from the thirtieth day following the expiry of the transit period;
d) in an action by the railway for recovery of a sum which has been paid by the consignee instead of by the consignor or vice versa and which the railway is required to refund to the person entitled, from the day of the claim for a refund;
e) in actions relating to cash on delivery as provided for in Article 17, from the thirtieth day following the expiry of the transit period;
f) in actions to recover the proceeds of a sale, from the day of the sale;
g) in actions to recover additional duty demanded by Customs or other administrative authorities, from the day of the demand made by such authorities;
h) in all other cases, from the day when the right of action arises.
The day indicated for the commencement of the period of limitation shall not be included in the period.

§ 3 When a claim is presented to a railway in accordance with Article 53 together with the necessary supporting documents, the period of limitation shall be suspended until the day that the railway rejects the claim by notification in writing and returns the documents. If part of the claim is admitted, the period of limitation shall recommence in respect of that 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 rest on the party who relies on those facts.
The period of limitation shall not be suspended by further claims having the same object.

§ 4 A right of action which has become time-barred may not be exercised by way of counterclaim or relied upon by way of exception.

§ 5 Subject to the foregoing provisions, the suspension and interruption of periods of limitation shall be governed by national law.

TITLE VI

Relations between Railways

Article 59

Settlement of accounts between railways

§ 1 Any railway which has collected, either at the time of forwarding or on arrival, charges or other sums due under the contract of carriage must pay to the railways concerned their respective shares.
The methods of payment shall be settled by agreements between railways.

§ 2 The forwarding railway shall be liable for carriage and other charges which it has failed to collect when the consignor has undertaken to pay them in accordance with Article 15.

§ 3 Should the railway of destination deliver the goods without collecting charges or other sums due under the contract of carriage, it shall be liable for these amounts.

§ 4 Should one railway default in payment and such default be confirmed by the Central Office at the request of one of the creditor railways, the consequences thereof shall be borne by all the other railways which have taken part in the carriage in proportion to their shares of the carriage charges.
The right of recovery against the defaulting railway shall not be affected.

Article 60

Recourse in case of loss or damage

§ 1 A railway which has paid compensation in accordance with the Uniform Rules, for total or partial loss or for damage, has a right of recourse against the other railways which have taken part in the carriage in accordance with the following provisions:
a) the railway which has caused the loss or damage shall be solely liable for it;
b) when the loss or damage has been caused by more than one railway, each shall be liable for the loss or damage it has caused; if such distinction cannot be made, the compensation shall be apportioned between those railways in accordance with (c);
c) if it cannot be proved that the loss or damage has been caused by one or more railways in particular, the compensation shall be apportioned between all the railways which have taken part in the carriage, except those which can prove that the loss or damage was not caused on their lines; such apportionment shall be in proportion to the kilometric distances contained in the tariffs.

§ 2 In the case of the insolvency of any one of the railways, the unpaid share due from it shall be apportioned among all the other railways which have taken part in the carriage, in proportion to the kilometric distances contained in the tariffs.

Article 61

Recourse in case of exceeding the transit period

§ 1 Article 60 shall apply where compensation is paid for exceeding the transit period. If this has been caused by more than one railway, the compensation shall be apportioned between such railways in proportion to the length of the delay occurring on their respective lines.

§ 2 The transit periods specified in Article 27 shall be apportioned in the following manner:
a) where two railways have taken part in the carriage:
i) the period for despatch shall be divided equally;
ii) the period for transport shall be divided in proportion to the kilometric distances contained in the tariffs;
b) where three or more railways have taken part in the carriage:
i) the period for despatch shall be divided equally between the forwarding railway and the railway of destination;
ii) the period for transport shall be divided between all the railways:
- one-third in equal shares
- the remaining two-thirds in proportion to the kilometric distances contained in the tariffs.

§ 3 Any additional periods to which a railway may be entitled shall be allocated to that railway.

§ 4 The interval between the time when the goods are handed over to the railway and commencement of the period for despatch shall be allocated exclusively to the forwarding railway.

§ 5 Such apportionment shall only apply if the total transit period has been exceeded.

Article 62

Procedure for recourse

§ 1 The validity of the payment made by the railway exercising one of the rights of recourse under Articles 60 and 61 may not be disputed by the railway against which the right of recourse is exercised, when compensation has been determined by a court and when the latter railway duly served with notice, has been afforded an opportunity to intervene in the proceedings. The court seized of the main proceedings shall determine what time shall be allowed for such notification and for intervention in the proceedings.

§ 2 A railway exercising its right of recourse must take proceedings by one and the same action against all the railways concerned with which it has not reached a settlement, failing which it shall lose its right of recourse in the case of those against which it has not taken proceedings.

§ 3 The court shall give its decision in one and the same judgment on all recourse claims brought before it.

§ 4 The railways against which such action has been brought shall have no further right of recourse.

§ 5 Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled on the basis of the contract of carriage.

Article 63

Competence for recourse

§ 1 The courts of the country in which the railway against which the recourse claim has been made, has its headquarters shall have exclusive competence for all recourse claims.

§ 2 When the action is to be brought against several railways, the plaintiff railway shall be entitled to choose the court in which it will bring the proceedings from among those having competence under § 1.

Article 64
Agreements concerning recourse
By agreement, railways may derogate from the provisions concerning reciprocal rights of recourse set out in Title VI, apart from that contained in Article 62, § 5.

TITLE VII
Exceptional Provisions

Article 65

Temporary derogations

§ 1 If the economic and financial position of any State is such as to cause serious difficulty in applying Title VI, two or more other States may, by agreements, derogate from Articles 15, 17 and 30 by determining, for traffic with the State in difficulty, that:
a) consignments from each of them shall be forwarded charges paid by the consignor as far as the frontiers of the State in difficulty, but not beyond;
b) consignments to destinations in each of them shall be forwarded charges paid by the consignor as far as the frontiers of the State in difficulty, but not beyond;
c) consignments to or from the State in difficulty must not be made subject to any cash on delivery payment or disbursement, except up to specified amounts:
d) the consignor may not modify the contract of carriage as far as concerns the country of destination, pre-payment of charges and cash on delivery payments.

§ 2 Under the conditions specified in § 1 and with the authorisation of their Governments, the railways which have dealings with the railway of the State in difficulty may agree upon a derogation from Articles 15, 17, 30 and 31 in the traffic exchanged between them and the railway of the State in difficulty.
Such a derogation shall be decided by a two thirds majority of the railways having dealings with the railway of the State in difficulty.

§ 3 Measures taken in accordance with §§ 1 and 2 shall be notified to the Central Office.
The measures set out in § 1 shall come into force at the earliest on the expiry of a period of eight days from the date of the letter by which the Central Office shall have notified such measures to the other States.
The measures set out in § 2 shall come into force at the earliest on the expiry of a period of two days from the date of their publication in the States concerned.

§ 4 Consignments already in transit shall not be affected by such measures.

§ 5 Notwithstanding the provisions of this Article, each State may take unilateral measures in accordance with Article 3, § 4, letter (b).

Article 66

Derogations

The provisions of the Uniform Rules shall not prevail over those provisions which certain States are obliged to adopt, in traffic among themselves, in pursuant of certain Treaties such as the Treaties relating to the European Coal and Steel Community and the European Economic Community.