

CMR

Convention on the contract for the international carriage of goods by road

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Chapter I

Applicability

Ar.kel 1

1. This Convention shall apply to any contract for consideration for the carriage of goods by road by means of vehicles, where the place of receipt of the goods and the place designated for delivery, as specified in the contract, are situated be in two different countries, at least one of which is a country party to the Convention, irrespective of the place of residence and nationality of the parties.
2. For the purposes of this Convention, "vehicles" means: the motor vehicles, articulated vehicles, trailers and semi-trailers, as defined in Article 4 of the Convention on Road Traffic of 19 September 1949.
3. This Convention shall also apply if the carriage within its scope is effected by States or by Governmental agencies or organizations.
4. This Convention shall not apply:
 - a) to carriage effected in accordance with international postal agreements, b) to carriage of corpses,
 - c) on removals.
5. The Contracting Parties agree that this Agreement shall not be subject to any special contracts concluded between two or more of them shall be modified, except to affect their frontier traffic or to permit the use of a consignment note representing the goods for carriage which takes place exclusively through its territory.

Ar.kel 2

1. When the vehicle in which the goods are located is transported over part of the route by sea, rail, inland waterway or air, without the goods - except for the application of the provisions of Article 14 - unloaded from that vehicle, this Convention shall not apply to the entire carriage. Insofar as it is proved, however, that loss, damage or delay in delivery of the goods, arising in the course of transport by means other than road, was not caused by an act or omission of the road carrier and arises from an event that has occurred only may arise during and as a result of carriage other than by road, the liability of the carrier by road shall not be determined by this Convention, but as the liability of the non-road carrier would have been determined, if a contract of carriage between the shipper and the non-road carrier for the transport of the goods would only have been concluded in accordance with the statutory provisions of mandatory law regarding the transport of goods in that other manner. However, in the absence of such provisions, the liability of the carrier by road shall be governed by this Convention.

2. If the road haulier himself carries out the non-road part of the transport takes place, his liability is also determined in accordance with the first paragraph, as if his capacities as road carrier and non-road carrier were exercised by two different persons.

Chapter II

Persons for whom the carrier is liable

Ar.kel 3

For the purposes of this Convention, the carrier shall be liable, as if for his own acts and omissions, for the acts and omissions of his servants and of all other persons whom he employs in the performance of the carriage, when such servants whether these persons are acting in the course of their duties.

Chapter III

Conclusion and performance of the contract of carriage

Ar.kel 4

The contract of carriage is recorded in a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract of carriage, which shall remain subject to the provisions of this Convention.

Ar.kel 5

1. The consignment note is drawn up in three original copies, signed by the sender and the carrier. This signature may be printed or replaced by the stamps of the sender and the carrier, if permitted by the legislation of the country where the consignment note is drawn up. The first copy is handed over to the sender, the second accompanies the goods and the third is retained by the carrier.

2. When the goods to be carried must be loaded into different vehicles or when they involve different types of goods or separate lots, the consignor or the carrier shall be entitled to require that as many consignment notes be made out as there are vehicles to be used or if there are types or parts of goods.

Ar.kel 6

1. The consignment note must contain the following information:
 - a) the place and date of its creation;
 - b) the name and address of the consignor;
 - c) the name and address of the carrier;
 - d) the place and date of receipt of the goods and the place intended for the delivery of the goods;
 - e) the name and address of the consignee;
 - f) the usual indication of the nature of the goods and the method of packaging and, for dangerous goods, their commonly recognized designation;
 - g) the number of packages, their special marks and their numbers;
 - h) the gross weight or otherwise specified quantity of the goods;
 - i) the costs related to the transport (freight, additional costs, customs duties and other costs arising from the conclusion of the contract until delivery);

 - j) the instructions necessary for completing customs and other formalities;
 - k) an indication that, notwithstanding any to the contrary, the carriage is subject to the provisions of this Convention.

2. If the case arises, the consignment note must also contain the following information:
 - a) the prohibition of transshipment;
 - b) the costs borne by the sender;
 - c) the amount of the cash on delivery charge to be collected upon delivery of the goods;

- d) the declared value of the goods and the amount of the special interest in the episode;
- e) the instructions from the sender to the carrier regarding the insurance of the goods;
- f) the agreed period within which the carriage must be completed;
- g) the list of documents handed over to the carrier.

3. The parties may enter in the consignment note any other indication which they consider appropriate to withdraw.

Ar.kel 7

1. The sender is liable for all costs and damages suffered by the carrier as a result of the inaccuracy or incompleteness:
 - a) of the designations specified in Article 6, paragraph 1 under b), d), e), f), g), h) and j);
 - b) of the designations indicated in Article 6, paragraph 2;
 - c) of all other indications or instructions which he provides for the preparation of the consignment note or to be included therein.
2. If the carrier, at the request of the sender, includes the statements referred to in the first paragraph of this article in the consignment note, he shall be deemed to have acted for the account of the sender, unless the contrary is proved.
3. If the consignment note does not contain the statement referred to in Article 6(1)(k), the carrier shall be liable for all costs and damages incurred by the person entitled to the goods as a result of this negligence.

Ar.kel 8

1. Upon receipt of the goods, the carrier is obliged to examine:
 - a) the correctness of the information in the consignment note regarding the number of packages and their marks and numbers;
 - b) the external condition of the goods and their packaging.
2. If the carrier has no reasonable means at his disposal to verify the correctness of the statements referred to in paragraph 1 under a) of this article, he shall state in the consignment note, stating reasons, which reservations he makes.
He also indicates the reasons for all reservations he makes with regard to the external condition of the goods and their packaging. These reservations do not bind the sender if they have not been expressly accepted by him in the consignment note.
3. The sender has the right to require the carrier to examine the gross weight or otherwise expressed quantity of the goods. He may also require an examination of the contents of the packages. The carrier may charge the costs of the investigation. The result of the examinations is recorded in the consignment note.

Ar.kel 9

1. The consignment note provides full evidence, subject to proof to the contrary, of the terms of the contract and of the receipt of the goods by the carrier.
2. In the absence of the carrier's motivated reservations being stated in the consignment note, it is presumed that the goods and their packaging were in good external condition at the time of receipt by the carrier and that the number of packages and their marks and numbers corresponded to the information in the consignment note.

Ar.kel 10

The sender is liable to the carrier for damage to persons, material or other goods and the costs resulting from the defective packaging of the goods, unless the defect was visible or known to the carrier at the time of receipt and delivery. carrier has not made any reservations in this regard.

Ar.kel 11

1. In order to comply with customs and other formalities which must be completed before the delivery of the goods, the consignor must append the necessary documents to the consignment note or make them available to the carrier and provide him with all required information.
2. The carrier is not obliged to examine the accuracy and completeness of these documents and information. The sender is liable to the carrier for all damage that may result from the absence, incompleteness or irregularity of these documents and information, except in the event of the fault of the carrier.
3. The carrier is liable on the same basis as a commission agent for the consequences of loss or improper handling of the documents stated in the consignment note and accompanying it or placed in his hands. However, the compensation owed by him may not exceed that due in the event of loss of the goods.

Ar.kel 12

1. The sender shall have the right to dispose of the goods, in particular by requiring the carrier to suspend carriage, change the place of delivery of the goods or deliver the goods to a consignee other than that stated in the consignment note. indicated.
2. This right lapses when the second copy of the consignment note is submitted to the addressee has been handed over or when he makes use of the right referred to in Article 13, paragraph 1; from that moment on, the carrier must comply with the orders of the consignee.
3. However, the right of disposal accrues to the consignee as soon as the consignment note is drawn up, if a statement to that effect has been made by the consignor on the consignment note.

4. If the addressee, in exercising his right of disposal, determines that the goods are to be delivered to another person, this person cannot designate another consignee.
5. The exercise of the right of disposal is subject to the following conditions: a) the consignor or, in the case referred to in paragraph 3 of this article, the consignee, who wishes to exercise this right, must present the first copy of the consignment note , on which the new instructions given to the carrier must be registered, and indemnify the carrier for costs and damage entailed by the execution of these instructions;

b) the execution of these instructions must be possible at the time when the instructions reach the person who must carry them out and it must not interfere with the normal course of business of the carrier or cause damage to senders or consignees of other consignments; c) the instructions may never result in the division of the consignment.
6. If, pursuant to the provisions of paragraph 5 under b. of this article is unable to carry out the instructions he receives, he must immediately inform the person from whom these instructions come.
7. The carrier, who does not follow the instructions given under the terms of this article or who has followed such instructions without requiring the presentation of the first copy of the consignment note, shall be liable to the person entitled for the damage caused thereby.

Ar.kel 13

1. After arrival of the goods at the place designated for delivery, the consignee has the right to demand from the carrier that the second copy of the consignment note is handed over to him and the goods are delivered to him, against receipt. If it has been established that the goods have been lost or if the goods have not arrived at the end of the period referred to in Article 19, the consignee is entitled to enforce the rights arising from the contract of carriage against the carrier in his own name.
2. The consignee who makes use of the rights granted to him under paragraph 1 of this article is obliged to pay the amounts due according to the consignment note. In the event of a dispute in this respect, the carrier is not obliged to deliver the goods unless security has been provided by the consignee.

Ar.kel 14

1. If, for whatever reason, the performance of the contract under the terms of the consignment note is or becomes impossible before the goods have arrived at the place designated for delivery, the carrier is obliged to request instructions from the person who has the right to dispose of the goods in accordance with Article 12.
2. However, if circumstances permit the carriage to be carried out under conditions other than those of the consignment note and if the carrier cannot promptly obtain instructions from the person entitled to dispose of the goods in accordance with Article 12, he shall take the measures which are best for him

occur in the interest of the person who has the right to dispose of the goods.

Ar.kel 15

1. If after arrival of the goods at the place of destination circumstances occur during the delivery, the carrier requests instructions from the sender. If the consignee refuses the goods, the consignor has the right to dispose of them without being obliged to present the first copy of the consignment note.
2. The consignee may, even if he has refused the goods, at any time delivery thereof, as long as the carrier has not received instructions to the contrary from the sender.
3. If a circumstance that prevents delivery occurs after the consignee has given his right under Article 12, paragraph 3, to deliver the goods to another person, for the purposes of paragraphs 1 and 2 of this Article, the consignee replaces the consignor and that other person instead of the addressee.

Ar.kel 16

1. The carrier is entitled to reimbursement of the costs which his request for instructions or the execution of received instructions entails, provided that these costs have not arisen through his fault.
2. In the cases referred to in Article 14, paragraph 1, and in Article 15, the carrier may immediately unload the goods at the expense of the person entitled; after this unloading, the carriage is deemed to have ended. The carrier then takes care of the safekeeping of the goods. However, he can entrust the goods to a third party and is then only liable for a judicious choice by this third party. The goods remain charged with amounts due according to the consignment note and all other costs.
3. The carrier can wait for sale without instructions from the entitled party of the goods, when the perishable nature or condition of the goods justifies this or when the costs of storage are disproportionate to the value of the goods. In other cases he may also proceed to sale if he has not received instructions to the contrary from the entitled party within a reasonable period of time, the execution of which can reasonably be demanded.
4. If the goods have been sold pursuant to this Article, the proceeds of the sale shall be made available to the person entitled, subject to deduction of the costs incurred by the goods. If these costs exceed the proceeds of the sale, the carrier is entitled to the difference.
5. The sale is made in the manner determined by the law or the customs of the place, where the goods are located.

Chapter IV

Liability of the carrier

Ar.kel 17

1. The carrier is liable for total or partial loss and for damage of the goods, which arise between the time of receipt of the goods and the time of delivery, as well as for delays in delivery.
2. The carrier is relieved of this liability if the loss, the damage or delay was caused by the fault of the person entitled, by an order from the latter, which is not the result of the fault of the carrier, by an inherent defect of the goods or by circumstances which the carrier could not avoid and of which he unable to prevent the consequences.
3. The carrier cannot escape his liability by invoking defects in the vehicle which he uses to effect the transport, or the faults of the person from whom he hired the vehicle or his subordinates. .
4. Subject to Article 18, paragraphs 2 to 5, the carrier shall be relieved of his liability when the loss or damage results from the special dangers inherent in one or more of the following circumstances:
 - a) use of open and unsheeted vehicles, when such use expressly agreed and stated in the consignment note;
 - b) absence or defective packaging in the case of goods, which by their nature are exposed to loss of quality or damage, if they are not or poorly packaged;
 - c) handling, loading, stowage or unloading of the goods by the sender, the consignee or persons acting on behalf of the sender or the consignee;
 - d) the nature of certain goods which, due to causes related to this nature, are exposed either to total or partial loss or to damage, in particular through breakage, rust, decay, desiccation, leakage, normal loss of quality, or the occurrence of vermin and rodents;
 - e) incompleteness or inadequacy of the marks or numbers of the packages;
 - f) transport of live animals.
5. If under this article the carrier is not liable for some of the factors that have caused the damage, he is only liable in proportion to the extent to which the factors for which he is liable under this article have contributed to the damage.

Ar.kel 18

1. Proof that the loss, damage or delay by one of the parties referred to in Article 17, second paragraph, the said facts have been caused, rests on the carrier.

2. When the carrier demonstrates that, given the circumstances of the case, the loss or damage may be the result of one or more of the special dangers referred to in Article 17, fourth paragraph, it is presumed that these are the cause thereof. However, the person entitled may prove that the damage was not wholly or partly caused by one of these dangers.
3. The presumption referred to above does not exist in the case referred to in Article 17(4)(a) if an unusually large shortage or loss of packages occurs.
4. If the carriage is effected by means of a vehicle equipped to protect the goods from the influence of heat, cold, temperature differences or humidity of the air, the carrier may not invoke the privilege of Article 17, paragraph 4, under d, unless he proves that all measures which he was obliged to take, taking into account the circumstances, have been taken with regard to the selection, maintenance and use of these devices and that he has complied with the special instructions, that may have been given to him.
5. The carrier may not invoke the privilege of article 17, paragraph 4 (f), unless he proves that all measures to which he was normally obliged, taking into account the circumstances, have been taken and that he has to the special instructions which he may have been given.

Ar.kel 19

There is a delay in delivery when the goods have not been delivered within the stipulated period or, in the absence of such a period, when the actual duration of the carriage, taking into account the circumstances and, in particular, in the case of partial loading, the 2jd required to obtain a full load under the usual conditions, requires more 2jd than a good carrier should reasonably be allowed.

Ar.kel 20

1. The person entitled may, without any further proof, declare the goods lost if they have not been delivered within thirty days after the expiry of the stipulated period, or, in the absence of such a period, within six2g days after the acceptance of the goods by the carrier.
2. The entitled person may upon receipt of compensation for the lost goods in writing to notify him immediately if the goods are found during the year following the payment of the compensation. This request will be confirmed to him in writing.
3. Within 30 days of receipt of this notification, the person entitled may demand that the goods be delivered to him against payment of the amounts due according to the consignment note and against reimbursement of the compensation he has received, without deduction of the costs incurred. such damages may be included, and without prejudice to all rights to damages for delay in delivery under Article 23 and, if applicable, under Article 26.

4. In the absence of either the request referred to in paragraph 2 or instructions given within the period of thirty days referred to in the third paragraph, or alternatively, if the goods have not been found for more than one year after payment of the compensation, the carrier may dispose of the goods in accordance with the law of the place where they are located. are located.

Ar.kel 21

If the goods have been delivered to the consignee without collection of the cash on delivery charge, which should have been received by the carrier in accordance with the provisions of the contract of carriage, the carrier shall be obliged to compensate the sender up to the amount of the cash on delivery charge, without prejudice to his recourse on the addressee.

Ar.kel 22

1. If the sender presents dangerous goods to the carrier, he shall inform him of the exact nature of the danger they pose and, if necessary, indicate the precautions to be taken. If this information is not mentioned in the consignment note, it is up to the sender or the consignee to prove by any other means that the carrier was aware of the exact nature of the danger involved in the carriage of the aforementioned goods.
2. Dangerous goods which, given the provisions of paragraph 1 of this article, were not known as such to the carrier, may be unloaded, destroyed or rendered harmless by the carrier at any time and in any place, without any compensation; the sender is moreover liable for all costs and damage resulting from the offer for transport or from the transport itself.

Ar.kel 23

1. Where compensation for the total or partial loss of the goods is charged to the carrier under the provisions of this Convention, such compensation shall be calculated according to the value of the goods at the place and time of receipt.
2. The value of the goods is determined according to the stock exchange price or, failing that, according to the current market price or, failing this, according to the usual value of goods of the same nature and quality.
3. The compensation may not, however, exceed 8.33 units of account for each missing kilogram of gross weight.
4. In addition, the freight charge, customs duties and other costs incurred in connection with the carriage of the goods shall, in the case of total loss, be reimbursed in full and in the case of partial loss pro rata; no further compensation is due.
5. In the event of delay, if the entitled party proves that this has caused damage arise, the carrier is obliged to pay compensation for this damage, which cannot amount to more than the freight rate.

6. Higher compensation can only be claimed in case of notification of the value of the goods or of a special interest in delivery, in accordance with Articles 24 and 26.
7. The Unit of Account referred to in this Treaty is the Special Drawing Right as it is defined by the International Monetary Fund. The amount referred to in paragraph 3 of this Article shall be converted into the national currency of the State of the court before which the action is pending, according to the value of that currency on the date of the judgment or the date agreed by the Parties. . The value of the national currency, expressed in special drawing rights, of a State member of the International Monetary Fund shall be calculated in accordance with the method of valuation applied by the International Monetary Fund on the relevant date for its own operations and transactions. The value of the national currency, expressed in special drawing rights, of a State which is not a member of the International Monetary Fund shall be calculated in a manner determined by that State.
8. NieVemin may allow a State which is not a member of the International Monetary Fund and whose law does not permit the application of the provisions of paragraph 7 of this Article, at the time of ratification of or accession to the Protocol to the CMR, or at any time thereafter, declare that the limit of liability applicable in its territory is 25 monetary units. The monetary unit referred to in this paragraph corresponds to 10/31 grams of gold with a fineness of 0.900. The conversion of the amount referred to in this paragraph into national currency shall be made according to the law of the State concerned.
9. The calculation referred to in the last sentence of paragraph 7 of this Article and the conversion referred to in paragraph 8 of this Article shall be made in such a way that the national currency of the State expresses as much as possible the same actual value for the amount referred to in paragraph 3 of this Article, as expressed therein in units of account. Upon deposit of an instrument referred to in Article 3 of the Protocol with the CMR and whenever there is a change in their method of calculation pursuant to paragraph 7 of this Article or in the result of the conversion pursuant to paragraph 8 of this Article,

the States shall inform the Secretary-General of the United Nations of their method of calculation or of the result of the conversion.

Ar.kel 24

The sender may, against payment of an agreed surcharge, indicate in the consignment note a value of the goods that exceeds the maximum stated in the third paragraph of Article 23. In that case, the indicated amount replaces this maximum.

Ar.kel 25

1. In the event of damage, the carrier will reimburse the amount of the depreciation, calculated according to the value of the goods determined in accordance with Article 23, paragraphs 1, 2 and 4.
2. However, the compensation shall not exceed the following amounts:

- a) if the entire consignment has been reduced in value by damage, the amount which it would have been if it had been completely lost;
- b) if only part of the consignment has lost its value due to the damage reduced, the amount it would have amounted to if the reduced value had been lost.

Ar.kel 26

1. The sender can pay the amount of a special interest in the delivery in the event of loss or damage and for exceeding the agreed term, by stating this amount in the consignment note.

2. If a special interest in the delivery has been declared, irrespective of the damages referred to in Articles 23, 24 and 25, and up to the amount of the declared interest, damages can be claimed equal to the proven additional damage. .

Ar.kel 27

1. The entitled party may claim interest on the amount of the compensation. This interest, at the rate of five per cent per annum, shall accrue from the day on which the claim is submitted to the carrier in writing or, failing this, from the day on which legal proceedings are instituted.

2. When the amounts, which form the basis for the calculation of the compensation are not expressed in the currency of the country where payment is claimed, the conversion shall be made according to the exchange rate of the day and the place of payment of the compensation.

Ar.kel 28

1. Where loss, damage or delay arising in the course of a carriage subject to this Convention may under applicable law give rise to a claim not based on the contract of carriage, the carrier may have recourse to the provisions of this Convention, which exclude its liability or fix or limit the damages due.

2. Where the liability for loss, damage or delay, not arising under the contract of carriage, of one of the persons for whom the carrier is liable under Article 3 is involved, such person may also have recourse to the provisions of this Convention, which exclude the liability of the carrier or determine or limit the damages due.

Ar.kel 29

1. The carrier has no right to rely on the provisions of this chapter, which exclude or limit his liability or which reverse the burden of proof, if the damage arises from his willful misconduct or from fault on his part, which according to the law of the court seised, is equated with willful misconduct.

2. The same applies in case of intent or negligence on the part of the carrier's servants or any other persons whose services he uses for the purpose of carrying out the transport.

when these subordinates or these other persons act in the exercise of their duties. In that case, these subordinates or other persons shall also not be entitled, as regards their personal liability, to invoke the provisions of this chapter, as defined in paragraph 1.

Chapter V

Claims in and out of court

Ar.kel 30

1. If the consignee has taken receipt of the goods without his having paid the carrier has ascertained its condition or without, in the case of visible loss or damage, at the latest at the time of delivery, or, in the case of invisible loss or damage, within seven days after delivery, Sunday and public holidays not included, reservations has been brought to the attention of the carrier, in which the general nature of the loss or damage is indicated, he shall be deemed, unless proven otherwise, to have received the goods in the condition as described in the consignment note. The reservations referred to above must be made in writing in the case of invisible loss or damage.
2. When the condition of the goods is presented by the consignee to the carrier, no contrary evidence against the result of this determination is allowed, unless it concerns invisible losses or damage and the consignee has notified written reservations to the carrier within seven days, not including Sundays and public holidays, after this determination.
3. In the event of a delay in delivery, compensation is only due if within a period of 21 days after the goods have been made available to the consignee, a written reservation has been notified to the carrier.
4. In determining time limits under this Article, the date of delivery or, as the case may be, the date of determination or availability shall not be taken into account.
5. The carrier and the consignee shall afford each other all reasonable facilities for the necessary determinations and investigations.

Ar.kel 31

1. All proceedings to which the carriage subject to this Convention gives rise may be brought by the plaintiff, in addition to the courts of the countries party to this Convention, designated by agreement between the parties, in the courts of the country in whose territory :
 - a) the defendant has his habitual residence, his principal place of business or the branch or agency through which the contract of carriage was concluded,
 - or b) the place of receipt of the goods or the place intended for the delivery of the goods, is located; they cannot be brought before other dishes.
2. When in a legal proceeding, as referred to in the first paragraph of this article, a claim is pending before a court having jurisdiction under that paragraph, or where such proceedings have been adjudicated by such a court, no new action on the same subject matter may be brought between the same parties, unless the judgment of

the court before which the first action has been brought is not enforceable in the country in which the new action is brought.

3. When in a legal proceeding, as referred to in the first paragraph of this article, a judgment, made by a court of a country party to the Convention, has become enforceable in that country, it shall also become enforceable in any other country party to the Convention, as soon as the relevant formalities have been completed. These formalities cannot lead to a new hearing of the case.
4. The provisions of paragraph 3 of this Article shall apply to adversarial judgments, default judgments and settlements entered into before a court, but shall not apply to provisionally enforceable judgments, nor to orders for compensation of damages and interests, which have been pronounced in addition to costs against a plaintiff because of the total or partial rejection of his claim.
5. From nationals of countries party to the Convention, who have their place of residence or a have business in one of these countries, no security for the payment of legal costs may be required in legal proceedings to which carriage subject to this Convention gives rise.

Article 32

1. Proceedings to which carriage subject to this Convention gives rise
geew, expire after the lapse of a year. In the case of intent or negligence, which according to the law of the court before which the claim is pending, is equated with intent, the limitation period is three years. The limitation period runs: a) in case of partial loss, damage or delay, from the day the goods were delivered;

b) in the case of total loss, from the third day after the expiry of the stipulated period or, in the absence of such a period, from the sixth day after the acceptance of the goods by the carrier;

c) in all other cases, at the end of a period of three months after the closing of the contract of carriage.

The day indicated above as the beginning of the limitation period is not included in the limitation period.

2. A written claim suspends the prescription until the day on which the carrier rejects the claim in writing and returns the accompanying documents. In case of partial acceptance of the claim, the limitation period resumes its course only for the part of the claim that is disputed. Proof of receipt of the claim or reply and of the return of the documents rests with the party invoking this fact. Further claims relating to the same subject do not suspend the limitation period.
3. With due observance of the provisions of the second paragraph, the suspension of the limitation governed by the law of the court before which the case is pending. The same applies to the extension of the statute of limitations.

4. A time-barred claim can no longer be made in the form of a claim in reconven2e or of an exception2e are asserted.

Ar.kel 33

The contract of carriage may contain a provision conferring jurisdiction on an arbitral tribunal, provided that such provision implies that the arbitral tribunal shall apply this Convention.

Clarification:

Arbitrations

Disputes are resolved only in a court in the Netherlands in Rotterdam.

Chapter VI

Provisions regarding transport performed by successive carriers

Ar.kel 34

If a carriage subject to a single contract is effected by successive road carriers, the second and each of the subsequent carriers shall, by taking delivery of the goods and of the consignment note, become part of the contract under the terms of the consignment note and each of them shall become liable for the realization of the entire transport.

Article 35

1. The carrier, who receives the goods from the previous carrier, hands him a dated and signed receipt. He must state his name and address on the second copy of the consignment note. If there is reason to do so, he shall sign reservations similar to those referred to in Article 8(2) on that copy as well as on the receipt.
2. The provisions of Article 9 shall apply to relations between successive carriers of application.

Article 36

Except in the case of a claim in recovery or an exception raised in a legal action relating to a claim based on the same contract of carriage, the claim for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who arranged the part of the carriage during which the event which caused the loss, damage or delay occurred; the action may be brought against several of these carriers at the same time.

Article 37

The carrier who has paid compensation under the provisions of this Convention shall have a right of recourse for principal, interest and costs against the carriers who have participated in the performance of the contract of carriage, in accordance with the following provisions:

- a) the carrier, who caused the damage, bears the compensation alone, regardless of whether it has been paid by itself or by another carrier;
- b) where the damage was caused by the fault of two or more carriers, each of them must pay an amount in proportion to its share of the liability; if it is not possible to appraise the parts of the liability, each of them is liable in proportion to the part of the remuneration due to him for the transport.
- c) if it cannot be determined, to whom of the carriers is the liability should be imputed, the amount of compensation shall be divided between all carriers in the proportion specified under b).

Ar.kel 38

If one of the carriers is insolvent, the portion owed by him, which he has not paid, shall be divided among all other carriers in proportion to their remuneration.

Ar.kel 39

1. The carrier against whom recourse is sought under Articles 37 and 38 shall not be entitled to dispute the merits of the payment made by the carrier exercising redress, when the compensation has been determined by court order, provided that he is duly notified and he has had the opportunity to join or intervene therein.
2. A carrier who wishes to exercise recourse may do so before the competent court of the country in which one of the carriers concerned has his habitual residence, his principal place of business or the branch or agency through which the contract of carriage was concluded. The redress can be directed against all carriers involved in one and the same action.
3. The provisions of Article 31, paragraphs 3 and 4, shall apply to judicial decisions given in respect of redress under Articles 37 and 38.
4. The provisions of Article 32 shall apply to recourse between carriers. However, the limitation period shall run either from the day of a final judgment determining the compensation to be paid under the provisions of this Convention or, in the absence of such a judgment, from the day on which payment is made.

Ar.kel 40

The carriers may mutually stipulate an arrangement deviating from Articles 37 and 38.

Chapter VII

Nullity of terms contrary to the Treaty

Ar.kel 41

1. Subject to the provisions of Article 40, no stipulation, which is indirectly or immediately deviates from the provisions of this Convention. The invalidity of such clauses does not entail the invalidity of the other provisions of the agreement.
2. In particular, no stipulation by which the carrier transfers the rights arising from the insurance of the goods or any other stipulation to that effect, nor any stipulation that shifts the burden of proof.

Chapter VIII

Final Provisions

Ar.kel 42

1. This Convention shall be open for signature or accession by countries members of the Economic Commission for Europe and countries admitted to the Commission in an advisory capacity in accordance with paragraph 8 of the terms of reference of this Commission.
2. Countries which may participate in certain activities of the Economic Commission for Europe in accordance with paragraph 11 of the mandate of this Commission may become parties to this Treaty by accession after its entry into force.
3. The Convention shall be open for signature until 31 August 1956. After this date it shall be open for accession.
4. This Treaty shall be ratified.
5. Ratification or accession shall be effected by the deposit of an instrument with the Secretary General of the United Nations.

Ar.kel 43

1. This Convention shall enter into force on the ninth day after five countries, as referred to in Article 42, paragraph 1, have deposited their instruments of ratification or accession.
2. For any country ratifying or acceding to the Convention after five countries have deposited their instruments of ratification or accession, this Convention shall enter into force on the ninth day after the deposit of the instrument of ratification or accession by the said country. .

Ar.kel 44

1. Any Contracting Party may denounce this Agreement by giving one to the Secretary General of the United Nations targeted notification.
2. The denunciation shall take effect twelve months after the date on which the Secretary General has received the notification.

Ar.kel 45

If, after the entry into force of this Agreement, the number of Contracting Parties is reduced to less than five as a result of denunciations, the effect of this Agreement shall cease from the date on which the last denunciation takes effect.

Ar.kel 46

1. Any country may, when depositing its instrument of ratification or accession or at any time thereafter, by application addressed to the Secretary-General of the United

Declare upon notification that this Convention shall apply to all or part of the territories for the international relations of which it is concerned. The Convention shall have effect in the territory or territories specified in the notification from the ninth day after receipt of such notification by the Secretary General or, if the Convention has not entered into force by that date, from the day of entry into force.

2. Any country which has made a declaration in accordance with the preceding paragraph making this Convention applicable to a territory for the international relations of which it is responsible may, in accordance with Article 44 of the Convention, in respect of that territory, to cancel.

Ar.kel 47

Any dispute between two or more Contracting Parties concerning the interpretation or application of this Agreement which the Parties have been unable to settle by negotiation or other means may, at the request of one of the Contracting Parties concerned, be submitted for decision to the International Court of Justice.

Ar.kel 48

1. Any Contracting Party may, at the time of signing, ratifying or acceding to this Convention, declare that it does not consider itself bound by Article 47 of the Convention. The other Contracting Parties shall not be bound by Article 47 vis-à-vis a Contracting Party which has made such a reservation.
- 2 Any Contracting Party which has entered a reservation in accordance with paragraph 1 may at any time withdraw such reservation by notification addressed to the Secretary General of the United Nations.
3. No other reservations may be made to this Convention.

Ar.kel 49

1. After this Agreement has been in force for three years, any Contracting Party may, by notification addressed to the Secretary-General of the United Nations, request the convening of a conference to review this Agreement.

The Secretary-General shall notify this request to all Contracting Parties and convene a conference for review if, within a period of four months of the notification made by him, at least one quarter of the Contracting Parties have expressed their agreement to this request to him. have communicated.

2. If a conference^{2e} is convened in accordance^{2g} with the previous paragraph, the Secretary-General shall inform all Contracting Parties thereof and invite them to submit proposals within three months which they wish to have examined by the conference. The Secretary-General shall communicate the provisional agenda of the conference^{2nd} and the text of such proposals to all Contracting Parties at least three months before the opening date of the conference^{2nd}.

3. The Secretary-General shall invite to any conference convened in accordance with this article all countries referred to in article 42, paragraph 1, and countries which have become parties to the Convention by application of article 42, paragraph 2. .

Ar.kel 50

In addition to notifications under Article 49, the Secretary General of the United Nations to the countries referred to in Article 42, paragraph 1, as well as to the countries which have become Parties to the Convention by application of Article 42, paragraph 2, of:

- (a) ratifications and accessions under Article 42;
- b) the dates on which this Convention enters into force in accordance with Article 43;
- c) the denunciations pursuant to Article 44;
- d) the inaction of Article 45 of this Convention in accordance with Article 45;
- e) the notifications received in accordance with Article 46;
- f) the agreements received in the first and second paragraphs of Article 48 and notifications.

Ar.kel 51

After August 31, 1956, the original of this Convention shall be deposited with the Secretary General of the United Nations, who shall transmit certified copies to each of the countries referred to in Article 42, paragraphs 1 and 2. In witness whereof the undersigned, being duly authorized thereto, have signed this Convention.

Done at Geneva this ninth and ninth day of May, nine and five and six wedges, in a single copy in the English and French languages, both texts being equally authentic.