AUSTRIA, BELGIUM, BULGARIA, DENMARK, SPAIN, etc.

Final Act of the Fifth Conference for the Revision of the International Conventions concerning the Carriage of Goods by Rail (CIM) and of Passengers and Luggage by Rail (CIV)

International Convention (with annexes) concerning the Carriage of Goods by Rail (CIM)¹

International Convention (with annexes) concerning the Carriage of Passengers and Luggage by Rail (CIV)²

Additional Protocol to the above-mentioned Conventions³

All done at Berne, on 25 October 1952

Final Act of the Extraordinary Conference convened pursuant to the Additional Protocol of 25 October 1952 to the above-mentioned Conventions²

Act constituting the Regulations for the Central Office for International Railway Transport: Annex V to the CIM, Annex II to the CIV²

Additional Protocol to the above-mentioned Conventions²

All done at Berne, on 11 April 1953

Protocol A drawn up by the Diplomatic Conference convened with a view of bringing into force the above-mentioned Conventions

Protocol B drawn up by the Diplomatic Conference convened with a view of bringing into force the above-mentioned Conventions

Both done at Berne, on 18 June 1955

Official text: French.

Registered by Switzerland on 25 May 1956.

¹ Continued in volume 242.
² Published in volume 242.
No. 3442. FINAL ACT OF THE FIFTH CONFERENCE FOR THE REVISION OF THE INTERNATIONAL CONVENTIONS CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM) AND OF PASSENGERS AND LUGGAGE BY RAIL (CIV). DONE AT BERNE, ON 25 OCTOBER 1952

In accordance with the provisions of article 60 of the International Conventions signed at Rome on 23 November 1933 concerning the Carriage of Goods by Rail (CIM) and of Passengers and Luggage by Rail (CIV), the Swiss Government convened a Conference for the revision of the said Conventions.

The Conference was held at Berne from 15 to 25 October 1952.

The following persons participated:

I. DELEGATES OF STATES PARTIES TO THE CONVENTIONS OF 23 NOVEMBER 1933

AUSTRIA

Mr. F. Smetana, Ministerial Counsellor, Commercial Director, Austrian Federal Railways;
Mr. V. Rissel, Senior Inspector, Ministry of Communications and Nationalized Undertakings.

BELGIUM

Mr. J. Truyen, Director, Ministry of Communications;
Mr. L. Antoine, Director, Belgian National Railways (S.N.C.B.);
Mr. Ch. Brognies, First Secretary, Belgian Legation at Berne.

BULGARIA

Mr. B. Tsvetkov, Secretary, Bulgarian Legation at Berne.

DENMARK

Mr. Th. Jensen, Director, Commercial Service, Danish State Railways.

1 Translation by the Government of the United Kingdom (Ministry of Transport and Civil Aviation; Her Majesty's Stationery Office, Cmd. 9889) with the exception of the two Final Acts.

2 Traduction du Gouvernement du Royaume-Uni (Ministère des transports et de l'aviation civile; Her Majesty's Stationery Office, Cmd. 9889) à l'exception des deux Actes finals.


SPAIN

His Excellency Mr. Ruiz de Arana y Bauer, Duke of San Lucar la Mayor, Envoy Extraordinary and Minister Plenipotentiary of Spain in Switzerland;
Mr. J. de Aguinaga, Director General of Railways, Tramways and Road Transport;
Mr. F. de Reparaz, Professor, General Secretary, Board of Directors, Spanish Railways;
Mr. A. Imedio, Chief of the International Traffic Service, Spanish Railways;
Mr. R. de Garnica, Assistant Chief of the International Traffic Service, Spanish Railways.

FINLAND

Mr. V. I. Håkkinen, Governmental Secretary, Ministry of Communications;
Mr. N. G. Narvala, Chief Inspector, Directorate General of State Railways.

FRANCE

His Excellency Mr. Jean Chauvel, Ambassador Extraordinary and Plenipotentiary of France in Switzerland;
Mr. Y. Pierre-Benoist, First Secretary, French Embassy in Switzerland;
Mr. E. Dorjes, General Secretary, Ministry of Public Works, Transport and Tourism;
Mr. E. Corbin, Chief Engineer of Roads and Bridges, Assistant General Secretary, Ministry of Public Works, Transport and Tourism;
Mr. R. Parateau, General Transport Controller, Ministry of Public Works, Transport and Tourism;
Mr. G. Maurel, General Transport Controller, Ministry of Public Works, Transport and Tourism;
Mr. E. Mermet, Chief Engineer, Commercial Directorate, French National Railways (S.N.C.F.);
Mr. G. Ramé, Chief Engineer, Commercial Directorate, French National Railways (S.N.C.F.);
Mr. P. Durand, Honorary Inspector General, Legal Counsel, French National Railways (S.N.C.F.);
Mr. J. Werner, Director, Saar Railways.

GREECE

Mr. L. Caftanzoglu, First Secretary, Greek Legation at Berne.
HUNGARY

Mr. S. Vermesy, Director, Commercial Service, Ministry of Communications;

Mr. Z. Mátyássy, Counsellor, Hungarian State Railways.

ITALY

Mr. O. Baldoni, Chief of the Commercial and Traffic Service, State Railways, Ministry of Transport;
Mr. P. Tallarigo, First Secretary, Italian Legation at Berne;
Mr. G. Santoni Rugiù, Senior Chief Inspector, Commercial and Traffic Service, State Railways, Ministry of Transport;
Mr. A. Morganti, Chief Inspector, Inspectorate General M.C.T.C., Ministry of Transport;
Mr. A. Romeo, Chief Inspector, Commercial and Traffic Service, State Railways, Ministry of Transport.

LIECHTENSTEIN

(Represented by Switzerland.)

LUXEMBOURG

Mr. A. Clemang, Government Commissioner for Railway Affairs.

NORWAY

His Excellency Mr. Peter Martin Anker, Envoy Extraordinary and Minister Plenipotentiary of Norway in Switzerland;
Mr. O. Holtmon, Chief Director, Directorate General, Norwegian State Railways.

NETHERLANDS

His Excellency Baron Adolph Bentinck van Schooneveld, Envoy Extraordinary and Minister Plenipotentiary of the Netherlands in Switzerland;
Mr. H. E. Scheffer, Legal Adviser, Ministry of Transport and Communications;
Mr. O. H. B. Schoeneveld, Member of the Permanent Delegation of the Netherlands to the United Nations at Geneva;
Mr. J. A. A. Butijn, Divisional Chief, Netherlands Railways;
Mr. J. Schuttevåer, Divisional Chief, Economic Affairs Department, Netherlands Railways.
POLAND

Mr. J. Ettinger, Departmental Director, Ministry of Railways;
Mr. E. Gardecki, Senior Counsellor, Ministry of Railways;
Mr. Z. Szczodrowski, Senior Counsellor, Ministry of Railways;
Mr. M. Ostrowski, Senior Counsellor, Ministry of Railways.

PORTUGAL

Mr. Antonio Pinto de Mesquita, Second Secretary of Legation, Chargé d’Affaires ad interim of the Legation of Portugal at Berne.

ROMANIA

Mr. M. Gervesco, Director, Ministry of Transport;
Mr. A. Chirila, Chief of Service, Ministry of Transport;
Mr. N. Gheorghiu, Chief of Service, Ministry of Transport.

SWEDEN

Mr. T. Berger, Director, Chief, Commercial Service, Swedish State Railways;
Mr. G. de Sydow, Legal Adviser, Ministry of Communications;
Mr. C. Holmberg, Chief of the International Passenger Tariffs Section, Swedish State Railways.

SWITZERLAND

Mr. W. Stucki, Minister Plenipotentiary, Delegate of the Federal Council for Special Missions;
Mr. P. Micheli, Minister Plenipotentiary, Chief of the International Organizations Division, Federal Political Department;
Mr. J. Haenni, Assistant Director, Federal Office of Transport;
Mr. A. Martin, Chief, Tariffs and Traffic Service, Federal Office of Transport;
Mr. J. Favre, Director General, Federal Railways;
Mr. W. Fischer, Director, Third Region, Federal Railways;
Mr. H. Herold, Secretary, Swiss Union of Commerce and Industry;
Mr. P. Gottret, Secretary of Legation, Federal Political Department.

CZECHOSLOVAKIA

Mr. L. Šimovič, Departmental Chief, Ministry of Foreign Affairs;
Mr. O. Charvát, Administrative Director, Ministry of Railways.
TURKEY

Mr. H. Germeyanligil, General Secretary of Turkish State Railways and Ports.

YUGOSLAVIA

His Excellency Mr. Života Djermanović, Envoy Extraordinary and Minister Plenipotentiary of Yugoslavia in Switzerland;
Mr. S. Savicevic, Engineer, Director, Directorate General, Yugoslav Railways;
Mr. J. Zajc, Senior Counsellor, Directorate General, Yugoslav Railways.

II. DELEGATES OF STATES INVITED TO THE CONFERENCE

UNITED KINGDOM

Mr. D. E. O’Neill, Under-Secretary, Ministry of Transport;
Mr. G. A. Barry, Principal, Railways Division, Ministry of Transport;
Mr. A. W. G. Kean, Treasury Solicitor’s Department;
Miss M. Armstrong, Third Secretary, Foreign Office, London;
Mr. G. S. M. Birch, Senior Solicitor Assistant, British Transport Commission;
Mr. L. H. K. Neil, Continental Traffic Manager, Eastern and North-Eastern Regions, Railway Executive, British Railways;
Mr. H. J. Bourn, Assistant Continental Superintendent (Southern Region).

iran

Mr. N. Soufi, Engineer.

LEBANON

Mr. A. Nassif, Counsellor of Legation, Chargé d’Affaires ad interim of the Legation of Lebanon at Berne.

III. OBSERVERS

(a) Intergovernmental organizations

TRANSPORT DIVISION OF THE ECONOMIC COMMISSION FOR EUROPE

Mr. P. H. Charguéraud-Hartmann, Director;
Mr. L. Kopelmanas, Legal Adviser.

1 Iraq and Syria, which were also invited to the Conference, were not represented.
INTERNATIONAL INSTITUTE FOR THE UNIFICATION OF PRIVATE LAW

Mr. J. F. Hostie, Honorary Legal Adviser, Department of Foreign Affairs and External Trade, Belgium.

(b) International non-governmental organizations

INTERNATIONAL UNION OF RAILWAYS

Mr. P. A. Rousseau, Head of the Secretariat of IUR;
Mr. H. P. Amberg, Assistant to the Chief of the Claims Department, Swiss Federal Railways, Executive Board of the International Transport Committee.

INTERNATIONAL CHAMBER OF COMMERCE

Mr. E. Naegeli, Assistant Director, Danzas et Cie S.A., Zurich.

INTERNATIONAL FEDERATION OF FORWARDING ASSOCIATIONS

Mr. C. Cappello, Vice-President, Alsea, Milan;
Mr. L. Panel, Director, Désiré Jorio, Modane;
Mr. E. Roy, Director, Danzas et Cie S.A., Modane;
Mr. P. Dumont, General Secretary of IFFA, Berne.

UNION INTERNATIONALE D'ASSOCIATIONS DE PROPRIÉTAIRES DE WAGONS PARTICULIERS

Mr. M. Rassini, Director, "L'Ausiliare" Company, Milan;
Mr. W. Kesselring, Secretary of the UIAP.

IV. CENTRAL OFFICE FOR INTERNATIONAL RAILWAY TRANSPORT

Mr. R. Cottier, Director;
Mr. G. Noé, Vice-Director.

Secretariat of the Conference

Mr. E. Ruffy,
Mr. K. Michalik,
Mr. G. Simoni,
Mr. A. Wildhaber,
Mr. J. Wick,
Mr. L. Gonin, Secretary of the Central Office;
Mr. R. Ischer, Assistant, Federal Transport Office;
Mr. M. Ingold, Legal Officer, Claims Department, Swiss Federal Railways;
Mr. H. Weber, Official, Commercial Goods Service, Swiss Federal Railways;
Mr. R. Ralis, Official, Commercial Passenger Service, Swiss Federal Railways.
The delegates elected the following officers:

Chairman:

Mr. Walter Stucki, Minister Plenipotentiary, Delegate of the Swiss Federal Council for Special Missions.

Vice-Chairman:

His Excellency Mr. Jean Chauvel, Ambassador Extraordinary and Plenipotentiary of France in Switzerland;
Mr. O. Baldoni, Chief, Commercial and Traffic Service of the State Railways, Ministry of Transport, Italy;
Mr. S. Vermes, Director, Commercial Service, Ministry of Communications, Hungary.

The Conference established six Committees with the following officers:

Committee I, Credentials. — Chairman: His Excellency Baron Bentinck (Netherlands); Vice-Chairman: His Excellency Mr. Anker (Norway).
Committee II, CIM Questions. — Chairman: Mr. Favre (Switzerland); Vice-Chairman: Mr. Charvát (Czechoslovakia).
Committee III, CIV Questions. — Chairman: Mr. Santoni (Italy); Vice-Chairman: Mr. Imedio (Spain).
Committee IV, Questions common to CIM and CIV. — Chairman: Mr. Parateau (France); Vice-Chairman: Mr. Ostrowski (Poland).
Committee V, General Questions. — Chairman: Mr. de Sydow (Sweden); Vice-Chairman: Mr. Zajc (Yugoslavia).
Committee VI, Drafting. — Chairmen: CIM, Mr. Parateau (France); CIV, Mr. Maurel (France); Vice-Chairman: Mr. Truyen (Belgium).

The Conference took as the basis for its discussions:

(a) the draft "International Convention concerning the Carriage of Goods by Rail (CIM)" prepared by the preliminary Revision Commissions;

(b) the draft "International Convention concerning the Carriage of Passengers and Luggage by Rail (CIV)" prepared by the preliminary Revision Commissions.

It also took into account the General Report and supplements thereto prepared by the Central Office on the preliminary work undertaken with a view to the Fifth Conference for the Revision of the International Convention of 23 November 1933 concerning the Carriage of Goods by Rail (CIM) and of Passengers and Luggage by Rail (CIV), August 1952.
Bearing in mind the proceedings of the Conference as reported in the records of Committees I, II, III, IV, V, and VI and of the plenary meetings, the delegates agreed to submit the following drafts to the respective plenipotentiaries of States for their signature:

International Convention concerning the Carriage of Goods by Rail (CIM),\(^1\) with ten annexes,\(^2\)
International Convention concerning the Carriage of Passengers and Luggage by Rail (CIV)\(^2\) with four Annexes,\(^2\)
and an Additional Protocol\(^2\) to these Conventions.

IN WITNESS WHEREOF this Final Act has been signed.

DONE at Berne, this twenty-fifth day of October, one thousand nine hundred and fifty-two, in one original which shall be deposited in the archives of the Swiss Confederation and an authentic copy of which shall be sent to each of the Governments represented at this Conference.

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\(^1\) See p. 357 of this volume.

Pour les Pays-Bas : For the Netherlands:

A. Bentinck

Pour la Pologne : For Poland:

Josef Ettinger

Pour le Portugal : For Portugal:

Antonio Pinto de Mesquita

Pour la Roumanie : For Romania:

M. Gervesco

Pour la Suède : For Sweden:

T. Hammarström

Pour la Suisse : For Switzerland:

W. Stucki

Pour la Tchécoslovaquie : For Czechoslovakia:

Šimovič

Pour la Turquie : For Turkey:

H. Germeyanligil

Pour la Yougoslavie : For Yugoslavia:

Ž. Djermanović

Pour le Royaume-Uni de Grande-Bretagne et d'Irlande du Nord : For the United Kingdom of Great Britain and Northern Ireland:

Denis O'Neill

Pour l'Irak : For Iraq:

Pour l'Iran : For Iran:

Pour le Liban : For Lebanon:

A. Nassif

Pour la Syrie : For Syria:
INTERNATIONAL CONVENTION CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM).\(^1\) DONE AT BERNE, ON 25 OCTOBER 1952

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\(^1\) In accordance with article 64 of the Convention and with paragraph 1 (a) and the final clause of Protocol A of 18 June 1955, the Convention come into force on 1 March 1956 for the following States:

- Austria
- Belgium
- Bulgaria
- Czechoslovakia
- Denmark
- France
- Greece
- Hungary
- Italy
- Liechtenstein
- Luxembourg
- Netherlands
- Norway
- Poland
- Portugal
- Romania
- Spain
- Sweden
- Switzerland
- United Kingdom of Great Britain and Northern Ireland
- Yugoslavia

In pursuance of the Additional Protocol of 11 April 1953 and Protocol B of 18 June 1955, the German Democratic Republic and the Federal Republic of Germany notified the Swiss Government of their decision to apply the Convention by internal legislation. These two declarations, which were communicated by the Swiss Government to the Contracting States on 22 February 1956, took effect on 1 March 1956.

By a note dated 17 January 1956, the Embassy of France at Berne, taking note of a vote by the Saar Diet of 13 July 1955, notified the Swiss Government of the Saar’s accession to the Convention. The Swiss Government notified the Contracting States of this accession on 31 January 1956.

Pursuant to paragraph 1 (b) of Protocol A, the provisions of article 67, paragraph 4, of the Convention came into force on 18 June 1955. This made it possible to draft Annexes I, VII and VIII to the Convention in time to take effect on 1 March 1956. These annexes had been left blank at the time of signature of the Convention.
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ANNEXES I TO X TO THE CONVENTION


INTERNATIONAL CONVENTION CONCERNING THE CARRIAGE OF GOODS BY RAIL (CIM)

The undersigned plenipotentiaries, having recognised the need to revise the International Convention concerning the Carriage of Goods by Rail, signed at Rome on 23rd November, 1933, have to that end resolved, in accordance with Article 60 of that Convention, to conclude a new Convention and have agreed upon the following Articles:

PART I

PURPOSE AND SCOPE OF THE CONVENTION

Article 1

Railways and traffic to which the Convention applies

1. This Convention shall apply, subject to the exceptions set forth in the following paragraphs, to the carriage of goods consigned under a through con-
assignment note for carriage over the territories of at least two of the Contracting States and exclusively over lines included in the list compiled in accordance with Article 58 of this Convention.

2. Consignments despatched from and destined for stations* situated in the territory of the same State, which only pass through the territory of another State in transit, shall be governed by the law of the State in which they are despatched:

(a) when the lines over which the consignment is carried in that other State are exclusively operated by a railway of the State in which the consignment is despatched;

(b) when the lines over which the consignment is carried in that other State are not exclusively operated by a railway of the State in which the consignment is despatched, if the railways concerned have concluded special agreements under which such carriage is not regarded as international.

3. Consignments between stations in two adjacent States shall, if the lines over which the consignments are carried are exclusively operated by railways of one of those States, be governed by the law of that State, provided that the sender, by his choice of the form of consignment note, elects that the internal regulations relating to those railways shall apply, and provided that such application is not contrary to the law and regulations of either of the States concerned.

**Article 2**

*Provisions concerning carriage by more than one form of transport*

1. Regular road services or shipping services which are complementary to railway services and which carry international traffic under the responsibility of a Contracting State or of a railway whose lines are included in the list referred to in Article 1 of this Convention, may, in addition to railways, be included in that list.

2. The undertakings operating such services shall be subject to all the obligations imposed and enjoy all the rights conferred on railways by this Convention, subject always to such derogations as necessarily result from the different forms of transport. Such derogations shall not, however, in any way affect the rules as to liability laid down in this Convention.

3. Any State wishing to have a service of the kind referred to in paragraph 1 of this Article included in the list shall take the necessary steps to have the derogations provided for in paragraph 2 of this Article published in the same manner as tariffs.

* The expression "station" includes ports used by shipping services and all road service establishments open to the public in connection with the performance of the contract of carriage.
4. In the case of international traffic making use both of railways and of transport services other than those referred to in paragraph 1 of this Article, the railways, in conjunction with the other transport undertakings concerned, may, so as to take account of the special features of each form of transport, lay down conditions in the tariffs which have a legal effect different from that of this Convention. The railways may, in such a case, provide for the use of a transport document other than that prescribed by this Convention.

Article 3

*Articles not to be accepted for carriage*

Subject to the exceptions provided for in Article 4 (2) of this Convention, the following shall not be accepted for carriage:

(a) articles the carriage of which is a monopoly of the postal authorities in any one of the territories on the proposed route;

(b) articles which, by reason of their dimensions, weight or nature or condition are not suitable for the carriage proposed, having regard to the equipment or rolling stock of any one of the railways concerned;

(c) articles the carriage of which is prohibited in any one of the territories on the proposed route;

(d) substances and articles which under the provisions of Annex I to this Convention are not to be accepted.

Article 4

*Articles accepted for carriage subject to certain conditions*

1. The following articles are accepted for carriage on the following conditions:

(a) the substances and articles set forth in Annex I to this Convention are accepted subject to the conditions laid down therein;

(b) funeral consignments are accepted for carriage subject to the following conditions:

(i) they shall be carried *grande vitesse* and accompanied by an attendant unless carriage *petite vitesse* or without an attendant is permitted on all the railways concerned;

(ii) charges shall be prepaid;

(iii) carriage shall be subject to the law and regulations of each State except in so far as such carriage is governed by special conventions between States;

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(c) railway rolling stock running on its own wheels is accepted if a railway verifies that such rolling stock is in running order and so certifies either by marking the rolling stock or by issuing a special certificate; locomotives, tenders, rail motor-coach units and railcars shall in addition be accompanied by a competent person who is appointed by the sender and shall, in particular, be competent to carry out lubrication;

(d) livestock is accepted subject to the following conditions:

(i) consignments shall be accompanied by an attendant provided by the sender except in the case of small livestock consigned in cages, crates, baskets, etc. which are properly secure. An attendant shall not however be required in such exceptional cases as are provided for in international tariffs or in agreements between railways;

(ii) the sender shall comply with the veterinary regulations of the States of departure and destination and of those through which the consignment passes;

(e) articles the carriage of which will, in the opinion of the forwarding railway, give rise to special difficulty by reason of the equipment or rolling stock of any of the railways concerned, are only accepted subject to special technical or operating conditions to be determined by the railway in each case. Such carriage may be made subject to special transit periods fixed by the railway when the contract of carriage is made.

2. Two or more Contracting States may arrange, by agreement, that certain articles not acceptable for carriage under the provisions of this Convention will be accepted for international carriage between those States subject to certain conditions, or that the substances and articles specified in Annex I to this Convention will be accepted subject to conditions less rigorous than those laid down therein.

Where, under agreements of this kind, substances and articles not acceptable by virtue of the provisions of Annex I to this Convention are nevertheless to be accepted, these agreements shall be communicated to the Central Office for International Railway Transport which shall place on the agenda for the next meeting of the Commission of Experts such provisions of the agreement as deal with the acceptance, unless the said provisions have already been examined and rejected by that Commission.

Railways may also, by clauses in their tariffs, either accept certain articles not acceptable for carriage under the provisions of this Convention, or adopt conditions less rigorous than those laid down in Annex I to this Convention for substances and articles accepted thereunder.
Article 5

Obligation of railways to carry

1. Every railway shall be bound, in accordance with the requirements of this Convention, to undertake the carriage of goods, provided that:

(a) the sender complies with the provisions of the Convention;
(b) carriage can be undertaken by ordinary transport facilities serving the regular traffic requirements;
(c) carriage is not prevented by circumstances which the railway cannot avoid and which it is not incumbent on it to remedy.

2. The railway shall not be obliged to accept articles the loading, transhipment or unloading of which requires the use of special facilities unless the stations at which these operations are to be carried out have such facilities at their disposal.

3. The railway shall only be obliged to accept consignments the carriage of which can take place without delay; the regulations in force at the forwarding station shall determine the circumstances in which that station is obliged to store temporarily consignments not complying with this condition.

4. Consignments shall be forwarded in the order of their acceptance for carriage, except as specified in paragraph 5 of this Article.

5. If the public interest or the exigencies of working so require, the competent authority may decide that:

(a) the service shall be suspended totally or partially;
(b) certain consignments shall for the time being be refused or accepted only subject to certain conditions;
(c) certain consignments shall for the time being have priority.

Such measures shall, without delay, be brought to the notice of the public and of the railways, who shall be responsible for informing the railways of the other States with a view to publication.

If it appears that these measures are likely to apply for more than one month, they shall be notified to the Central Office for International Railway Transport who shall notify the other States accordingly.

6. Any contravention of the provisions of this Article by the railway shall constitute a cause of action to recover compensation for the loss or damage caused thereby.
PART II
THE CONTRACT OF CARRIAGE
CHAPTER I
FORM AND CONDITIONS OF THE CONTRACT OF CARRIAGE

Article 6
Wording and form of the consignment note

1. The sender shall present, in respect of all international consignments governed by this Convention, a consignment note in conformity with the model contained in Annex II\(^1\) to this Convention:

Provided always that tariff conditions for certain traffics between adjacent countries may make provision for the form of consignment note to be reduced in size.

The forms of consignment note shall be printed on substantial white writing paper. When relating to grande vitesse they shall bear two red borders at least one centimetre in width, one on the top edge and the other on the bottom edge, both back and front. Paper coloured light blue may be used for the consignment note duplicate.

2. International tariffs or agreements between railways shall determine the language in which the forms of consignment note shall be printed. In the absence of provisions in tariffs or agreements, the forms shall be printed in one of the official languages of the forwarding State; they shall, in addition, include a French, German or Italian text, and they may contain translations in any other languages which may be considered desirable.

The portion to be filled in by the sender shall be made out in one of the official languages of the country of departure. International tariffs or agreements between railways may provide whether translations shall be attached, and, if so, what the translations shall be. In the absence of such provision, the sender shall attach a translation in French, German or Italian, unless the original wording is in one of these three languages.

The railway may require that the particulars and declarations to be entered by the sender in the consignment note and in the annexes thereto, shall be in Latin characters.

3. Those parts of the form enclosed within thick lines shall be filled in by the railway and the other parts by the sender. The sender is required to draw a line through spaces which are not used.

4. The choice of the white form of consignment note or of that with red borders indicates whether the goods are to be carried by petite vitesse or by

grande vitesse respectively. A request for grande vitesse over one part of the route and petite vitesse over the remainder will not be allowed except by agreement between all the railways concerned.

5. Particulars entered in the consignment note shall be written or printed in indelible characters. Consignment notes in which entries have been written over or erased, or those on which pieces of paper have been pasted shall not be accepted. Entries may be struck out on condition that the sender authenticates the striking out by his signature and that, where the number or the weight of the packages is concerned, he inserts the corrected quantities in words.

6. The consignment note shall contain the following particulars:

(a) the place where and the date on which the consignment note is made out;
(b) the name of the forwarding railway;
(c) the name of the railway and station of destination, with all the information necessary to avoid any confusion between different stations serving the same locality or between localities of the same or similar names;
(d) the name and address of the consignee. Only one individual, firm or corporate body shall be shown as consignee. It shall only be permissible to consign to the station of destination or to a railway official at the station of destination if the tariff applicable expressly permits this to be done. Addresses not indicating the name of the consignee, such as “to the order of ...” or “to the holder of the consignment note duplicate ...” are not allowed;
(e) a description of the goods, an indication of the weight or, failing that, a similar indication, in accordance with the regulations of the forwarding railway. Where the laws or regulations of the country of departure authorise the sender to consign his goods without mention of the weight or information in lieu thereof, such weight or information shall be entered by the forwarding railway.

The goods shall be described as follows: those specified in Annex I to this Convention, by the name given to them in that Annex; other goods, where the sender requests the application of a particular tariff, by the name given to them in that tariff; and in all other cases by the ordinary commercial description given to the goods in the country of departure, including an indication of their nature.

If the space set apart in the consignment note for the description of goods is insufficient, the description of the articles shall be made on sheets the same size as the consignment note, carefully attached to the latter and signed by the sender. Mention of the existence of such sheets shall be made in the consignment note. If the total weight of the consignment is indicated such indication shall be entered in the consignment note itself;

(f) in the case of traffic in less than wagon-loads: the number of packages; their individual marks and numbers, or, in their absence, a statement that the
packages bear the address of the consignee; a description of the packing. Such information shall also be shown in any consignment note relating to complete wagon-loads which comprise one or more articles forwarded by rail-sea and which require to be transhipped.

In the case of consignments where the loading is the duty of the sender: the type of wagon (covered, open, special, or private owner's), the number and marks of ownership of the wagon, and, for privately-owned wagons, the tare;

(g) a detailed list of the documents which are required by the Customs and other administrative authorities and which are attached to the consignment note or shown as held at the disposal of the railway at a named station or at the office of the Customs or of any other authority;

(h) the signature of the sender, together with his full name and address and, should he consider it desirable, his telegraphic address or telephone number. The signature may be printed or stamped by the sender if the law and regulations in force at the forwarding station so permit. Only one individual, firm or corporate body shall be shown in the consignment note as the sender.

7. The consignment note shall in addition contain all other entries provided for in this Convention in so far as they are applicable, and in particular the following:

(a) the words "to await order" or the words "to be delivered home" on condition that these methods of delivery are permitted at the station of destination;

(b) the tariffs to be applied, and in particular the special or exceptional tariffs provided for in Article 11 (4) (c) and in Article 35 of this Convention;

(c) the amount in figures and words representing interest in delivery declared in accordance with Article 20 of this Convention;

(d) the charges which the sender undertakes to pay in accordance with the provisions of Article 17 of this Convention;

(e) the amount in figures and words of "cash on delivery" charges and disbursements in accordance with Article 19 of this Convention;

(f) the route prescribed in accordance with the provisions of Article 10 (1) of this Convention and the designation of the stations at which the formalities required by the Customs and other administrative authorities are to take place;

(g) particulars relating to the formalities required by the Customs and other administrative authorities in accordance with Article 15 of this Convention;

(h) a statement that the consignee has the right to modify the contract of carriage: this statement shall be inserted in the space headed "Declaration for the purposes of the formalities ..." and shall be worded as follows "Consignee authorised to give subsequent orders".

8. Other declarations in the consignment note shall not be permitted unless they are prescribed or allowed by the law and regulations of a State or by the tariffs, and are not contrary to this Convention.
The consignment note shall not be replaced or supplemented by documents other than those prescribed or allowed by this Convention or by the tariffs. Where, however, the law and regulations in force at the forwarding station so provide, the sender shall prepare in addition to the consignment note a document to be kept by the railway as their evidence of the contract of carriage.

9. A separate consignment note shall be made out for each consignment. Nevertheless, the following goods shall not be consigned under a single consignment note:

(a) goods which by reason of their nature cannot be loaded together without detriment;

(b) goods which are to be loaded partly by the railway and partly by the sender;

(c) goods which cannot be loaded together without contravention of the regulations of the Customs or other administrative authorities;

(d) goods accepted for carriage subject to certain conditions, if the goods comprise substances or articles which, by virtue of Annex I to this Convention, may not be loaded together or with other goods.

10. A consignment note may not relate to more than a single wagon load provided that the following goods may be tendered for carriage with a single consignment note:

(a) indivisible articles and articles of exceptional dimensions requiring the use of more than one wagon;

(b) consignments loaded in several wagons when special arrangements for the traffic in question, or international tariffs, so permit over the whole route.

11. The sender may insert on the back of the consignment note at the foot thereof, but solely as information for the consignee and without involving the railway in any obligation or liability, remarks relating to the consignment, such as:

“Sent by . . .”
“By order of . . .”
“At the disposal of . . .”
“To be re-consigned to . . .”
“Insured with . . .”
“For the . . . Shipping Line or for the ss/mv . . .”
“For the . . . Shipping Line or from the ss/mv . . .”
“For the . . . road transport service.”
“From the . . . road transport service.”
“For the . . . air line.”
“From the . . . air line.”
“For export to . . .”
Article 7

Responsibility for statements in the consignment note. Surcharges. Measures to be taken in case of overloading

1. The sender shall be responsible for the correctness of the entries and declarations inserted by him or on his behalf in the consignment note; he shall bear all the consequences resulting from the fact that these entries or declarations may be irregular, incorrect, incomplete, or inserted elsewhere than in the allotted space. Should such space be insufficient the sender shall indicate therein the place in the consignment note where the remainder of the entry will be found.

2. The railway shall always have the right to verify that the consignment corresponds with the particulars entered in the consignment note, and that the safety precautions laid down in Annex I to this Convention have been observed.

If the contents of the consignment are examined for this purpose the sender or the consignee, according to whether the examination takes place at the forwarding station or the station of destination, shall be invited to be present. Should the interested party not attend, or should the examination take place in transit, then, unless the law or regulations of the State where the examination takes place otherwise provide, it shall be carried out in the presence of two witnesses not connected with the railway. The railway shall not be entitled, however, to examine the contents in transit unless compelled to do so by the exigencies of working or by the regulations of the Customs or other administrative authorities.

If the result of the examination does not correspond with the particulars in the consignment note, the actual particulars shall be entered therein. If examination takes place at the forwarding station, the actual particulars shall also be entered in the duplicate of the consignment note if it is in the possession of the railway. If the consignment does not correspond with the particulars in the consignment note the charges or expenses occasioned by the examination shall be charged against the goods unless paid at the time.

3. The conditions under which the railway shall have the right, or shall be obliged, to establish or check the weight of goods, the number of packages, or the actual tare of wagons, shall be determined by the law and regulations of each State.

The railway shall be bound to enter in the consignment note the weight, number of packages and actual tare of wagons ascertained upon examination.

4. In the case of weighing on a weighbridge, the weight shall be determined by deducting from the total weight of the loaded wagon the tare indicated on the wagon, unless a different tare results from a special weighing of the empty wagon.
5. If weighing by the railway, after the contract of carriage has been made, reveals a difference in weight, the weight ascertained by the forwarding station, or, failing that, the weight declared by the sender, shall in the following cases be the basis of calculation of the carriage charges:

(a) if the difference is manifestly due to the nature of the goods or to atmospheric conditions;

(b) if, after the contract of carriage has been made, weighing by the railway takes place on a weighbridge and does not reveal a difference exceeding two per centum of the weight determined by the forwarding station or, failing that, of the weight declared by the sender.

6. Without prejudice to the right of the railway to recover the difference in carriage charges and to recover compensation for damage which may be suffered, the railway may impose a surcharge in the cases and subject to the conditions specified below:

(a) in the case of irregular, incorrect or incomplete description of substances and articles not to be accepted for carriage under the provisions of Annex 1 to this Convention, the surcharge shall be three francs per kilogramme gross weight of the entire package;

(b) in the case of irregular, incorrect or incomplete description of substances and articles which, under the provisions of Annex 1 to this Convention, are to be accepted for carriage subject to certain conditions, or in the case of failure to observe the safety measures prescribed in that Annex, the surcharge shall be two francs per kilogramme gross weight of the entire package;

(c) where the nature of a consignment comprising goods other than those referred to in sub-paragraphs (a) and (b) of this paragraph is irregularly, incorrectly or incompletely described, or where for any other reason the description of the consignment enables it to be carried at a tariff lower than that which is properly applicable, the surcharge shall be twice the difference between the carriage charges from the point of departure to the point of destination normally applicable to the goods as actually described and the charges which would have been applicable if the goods had been regularly, correctly and completely described.

Where a consignment is composed of goods charged at different rates the weights of which can be separately determined without difficulty, the surcharge shall be calculated at the rates respectively applicable to such goods if this method of calculation results in a lower surcharge;

(d) where the weight of goods is declared to be less than their actual weight, the surcharge shall be twice the difference between the carriage charges for the declared weight and those for the ascertained weight which are payable from the forwarding station to the station of destination;

(e) in the case of the overloading of a wagon loaded by the sender, the surcharge shall be six times the carriage charges which are payable between the

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forwarding station and the station of destination for the weight in excess of the permitted maximum. A wagon shall be deemed to be overloaded when its load exceeds the maximum load ascertained as follows:

where a wagon bears only one indication of the weight of the load which it may carry, such indication shall be deemed to indicate the normal load; the maximum load shall then be equal to such normal load plus five per centum;

where a wagon bears two indications, the lower tonnage indicated shall determine the normal load and the higher tonnage shall determine the maximum load;

(f) should there be, in respect of the same wagon, both an under-declaration of weight and overloading, the surcharges payable in respect thereof shall be cumulative.

7. The surcharge to be collected in accordance with paragraph 6 of this Article shall be charged against the goods carried, irrespective of the place where the facts giving rise to the surcharge were established.

8. The amount of the surcharges and the reasons for imposing them shall be entered in the consignment note.

9. The surcharge shall not be due:

(a) in the case of an incorrect declaration of weight, if the railway is bound to weigh the goods under the regulations in force at the forwarding station;

(b) in the case of an incorrect declaration of weight or in the case of overloading, if the sender has requested in the consignment note that the railway should weigh the goods;

(c) in the case of overloading arising from atmospheric conditions in transit, if it is proved that the wagon has been loaded in accordance with the regulations in force at the forwarding station;

(d) in the case of an increase of weight during transit which does not cause overloading, if it is proved that the increase was due to atmospheric conditions;

(e) in the case of an incorrect declaration of weight, without there being any overloading, if the difference between the weight indicated in the consignment note and the ascertained weight does not exceed two per centum of the declared weight.

10. When the overloading of a wagon is established by the forwarding station or by an intermediate station the excess load may be removed from the wagon notwithstanding that no surcharge is due. Where necessary the sender shall be invited without delay to state what is to be done with the excess load.
Where, however, a consignee has modified the contract of carriage by virtue
of Article 22 of this Convention, he shall be notified and invited to give instruc-
tions in regard to the excess load.

The excess load shall be charged for the distance carried in accordance
with the carriage charges applicable to the rest of the load, together with any
surcharge which may be due under paragraph 6 of this Article; if the excess load
is unloaded, the charge for unloading shall be determined by the tariff of supple-
mental charges of the railway which carried out the unloading.

If the person entitled to do so directs that the excess load be forwarded
to the station to which the main load has been consigned, or to another station,
or directs that it be returned to the forwarding station, the excess load shall be
treated as a separate consignment.

Article 8

The making of the contract of carriage. Duplicate of the consignment note

1. The contract of carriage shall come into existence as soon as the for-
warding railway has accepted the goods for carriage together with the consign-
ment note. The forwarding station shall certify such acceptance by affixing
to the consignment note its stamp bearing the date of acceptance.

2. The stamping shall take place immediately after the whole consignment
which is the subject of the consignment note has been handed to the railway
and such charges as the sender has undertaken to pay have been paid. The
stamping shall take place in the presence of the sender if he so requests.

3. When stamped the consignment note shall, subject to the provisions
of paragraph 4 of this Article, be evidence of the contract of carriage.

4. In respect of goods to be loaded by the sender under the tariffs or
under agreements made with him, if such agreements are authorised at the
forwarding station, the particulars in the consignment note relating either to
the weight or to the number of packages shall only be evidence against the railway
if verification of such weight or number of packages has been made by the rail-
way and certified in the consignment note.

5. The sender shall present to the railway with the consignment note a
duplicate in accordance with the model in Annex II to this Convention.

The railway shall certify receipt of the goods and the date of acceptance
for carriage by affixing the date stamp on the duplicate.

The duplicate shall not have effect either as the consignment note accom-
panying the consignment or as a bill of lading.
Article 9

Tariffs. Prohibition of 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 the contract of carriage is made.

The publication of international tariffs shall, however, be compulsory only in those States whose railways participate in such tariffs as railways of departure and destination.

Increases in international tariffs, and any other measures that have the effect of making the conditions of carriage prescribed in such tariffs more rigorous, shall not come into force until at least 15 days after their publication: Provided that:

(a) if an international tariff makes provision for the extension of an internal tariff to cover the whole route, the periods for the publication of such internal tariff shall be applicable;

(b) increases in the rates contained in an international tariff following a general increase in the rates contained in internal tariffs of a participating railway shall come into force on the day after their publication, on condition that the alteration of the rates contained in the international tariff made necessary by such increase has been announced at least 15 days in advance. Such announcement may not however be prior to the publication of the increase in the internal tariff rates in question.

The tariffs shall contain all the information necessary for calculating carriage and supplementary charges, and shall specify where necessary the conditions under which rates of exchange will be taken into account.

2. The tariffs shall indicate all the conditions specially applicable to different types of service and particularly whether they apply to grande vitesse or petite vitesse service. If for all or certain goods, or between certain points, a railway has a system of tariffs applicable to one type of service, only such tariffs may be applied to goods consigned under either a white or redbordered consignment note, subject to the conditions as to transit periods applicable to each of such consignment notes under the provisions of Article 6 (4) and Article 11 of this Convention.

The conditions of the tariffs shall be valid unless contrary to this Convention, in which case they shall be void.

The application of an international tariff may be made conditional upon there being an express request for it in the consignment note.

3. The tariffs shall be applied uniformly to all concerned.
Any private agreement which has the effect of granting a reduction in tariff charges is prohibited and shall be void.

Reductions in charges shall, however, be permissible if they are duly published and are available equally to all persons under the same conditions, or if granted for the purpose of railway or public service or for charitable purposes.

4. No sum shall be charged by the railways on their own account over and above the carriage and supplementary charges provided for in the tariffs, other than sums disbursed by them, such as customs duties, octroi or police dues, costs of cartage from one station to another which are not shown in the tariff, cost of repairing exterior or interior packing of goods necessary for their preservation, and other similar expenses. Such charges shall be duly noted and entered separately in the consignment note, to which the supporting documents shall be attached. When such charges are to be paid by the sender, the supporting documents shall not be delivered to the consignee with the consignment note, but shall be forwarded to the sender with the account of charges as provided in Article 17 of this Convention.

Article 10

Routes and tariffs applicable

1. The sender may stipulate in the consignment note the route to be followed. The route may only be indicated by reference to frontier points and, where necessary, to transit stations between railways.

2. The following shall be regarded as routeing instructions:

(a) designation of stations where formalities required by Customs and other administrative authorities are to be carried out, and of stations where special care is to be given to the consignment (attention to animals, re-icing, etc.);

(b) designation of the tariffs to be applied, if such designation 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 from which the tariffs of neighbouring countries apply).

3. Except in the cases specified in Article 5 (5) and Article 24 (1) of this Convention, the railway may not carry the goods by a route other than that indicated by the sender unless:

(a) the formalities required by Customs and other administrative authorities, as well as the special care to be given to the consignment (attention to animals, re-icing, etc.), will in any event be carried out at the stations indicated by the sender; and
(b) the charges on the consignment and the transit periods will not be greater than the charges and periods calculated according to the route indicated by the sender.

4. Subject to the provisions of paragraph (3) above, the charges and transit periods shall be calculated according to the route indicated by the sender or, in the absence of any such indication, according to the route chosen by the railway.

5. The sender may stipulate in the consignment note which tariffs are to be applied.

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

The railway shall not be liable for any loss or damage suffered as a result of this choice, except in the case of wilful misconduct or gross negligence.

7. If a through international tariff exists from the forwarding station to the station of destination and if, in the absence of sufficient instructions from the sender, the railway has applied this tariff, the railway shall be liable to reimburse the proper person at his request any difference between the carriage charges thus applied and those which would have resulted had the sum of other tariffs been applied to the same route, but only to the extent that such difference exceeds 10 francs per consignment note.

Article 11

Transit periods

1. The transit periods shall be specified either in the regulations in force between the railways participating in the carriage, or in international tariffs applicable from the forwarding station to the station of destination. The transit periods so specified shall not exceed those which would result from the application of the provisions of the following paragraphs.

2. In the absence of any indication in regard to transit periods in the regulations or international tariffs as provided in paragraph (1) above, and subject to the provisions of the following paragraphs, the transit periods shall be as follows:

(a) for grande vitesse:

(i) period for despatch ........................................ 12 hours

(ii) period for conveyance; for every 300 km.* or fraction of 300 km. of distance to which the tariffs apply ........................................... 24 hours

* Approximately 186 miles.
(b) for petite vitesse:

(i) period for despatch ............ 24 hours
(ii) period for conveyance; for every 200 km.† or fraction of 200 km. of distance to which the tariffs apply ............ 24 hours

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

4. The law and regulations of each State shall determine to what extent the railways shall be entitled to fix additional transit periods in the following cases:

(a) for consignments handed in for carriage at places other than stations or for consignments to be delivered at such places;

(b) for consignments requiring carriage:
   by sea or inland navigable waterways by ferry or ship,
   by a land route not served by rail,
   by certain junction lines connecting two lines of the same system or of different systems,
   by a secondary line, or
   by a line which is not of standard gauge;

(c) for consignments charged at reduced rates in accordance with special and exceptional internal tariffs;

(d) in exceptional circumstances causing:
   either an exceptional increase in traffic, or exceptional operating difficulties.

5. Any additional transit period under paragraph (4) (a), (b) and (c) above shall be shown in the tariffs.

Any additional transit period under paragraph (4) (d) above shall be published and shall not come into force before it has been published.

6. The transit period shall run from midnight next following acceptance of the goods for carriage by the railway as provided in Article 8 (1) of this Convention. In the case, however, of traffic consigned grande vitesse, the period shall start 24 hours later if the day which follows the day of acceptance for carriage is a Sunday or a legal holiday, unless the forwarding station is open for grande vitesse traffic on Sundays or legal holidays.

7. The transit period shall be suspended:

(a) for all consignments, except when the railway is at fault, during the period of delay necessitated by:

(i) examination in accordance with Article 7 (2) and (3) of this Convention, which reveals differences from the information shown in the consignment note;

† Approximately 124 miles.
(ii) the carrying out of the formalities required by Customs and other administrative authorities;
(iii) modifications of the contract of carriage under Article 21 or Article 22 of this Convention;
(iv) special care to be given to the consignment (attention to animals, re-icing, etc.);
(v) any interruption of traffic temporarily preventing the beginning or continuation of carriage;

(b) for petite vitesse consignments on Sundays and legal holidays;
(c) for grande vitesse consignments on Sundays and certain legal holidays if, in any State, the law or regulations provide for the total or partial interruption of transport by grande vitesse on those days.

8. When the transit period terminates after the time at which the station of destination closes, the period shall be extended until 2 hours after the opening of the station following upon the expiry of the transit period.

In addition, in the case of grande vitesse consignments, if the last day of the transit period is a Sunday or legal holiday and if the station of destination is not open for consignments by grande vitesse on that Sunday or legal holiday, the transit period shall be extended until the day following that Sunday or legal holiday.

9. The requirements as to the transit period shall be deemed to have been met if, before its expiry:

(a) in the case where consignments are to be delivered at a station and notice of arrival is necessary, such notice is given and the goods are held at the disposal of the consignee;

(b) in the case where consignments are to be delivered at a station and no notice of arrival is necessary, the goods are held at the disposal of the consignee;

(c) in the case of consignments which are to be delivered to some place other than a station, the goods are placed at the disposal of the consignee.

Article 12

Condition of the goods. Packing

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

2. When the nature of the goods is such as to require packing, the sender shall so pack them as to preserve them from total or partial loss or damage in transit and to avoid risk of damage to persons, equipment or other goods.
The packing shall also conform to the provisions of the tariffs and the regulations of the forwarding railway.

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

4. The sender shall be liable for all the consequences of the lack of packing or of its defective condition. In particular, he shall be required to make good any loss or damage suffered by the railway from this cause. If the consignment note contains no mention of lack of or defective packing the burden of proof of such lack or defect shall be upon the railway.

5. When a sender habitually despatches from the same station goods of the same nature requiring packing, and habitually presents them either without packing or with similar defective packing, he need not comply with the provisions of paragraph 3 above in respect of each consignment if he deposits at that station a general declaration in the form specified in Annex III to this Convention. In such cases a reference to the general declaration deposited at the forwarding station shall be included in the consignment note.

6. Unless otherwise provided in the tariffs, the sender shall, in the case of consignments of less than wagon loads, indicate on each package in a clear and indelible manner which will avoid confusion and correspond exactly with the details in the consignment note:

(a) marks and numbers or, failing that, the address of the consignee;
(b) the station of destination.

If the regulations applicable to the forwarding railway so require, the name and address of the consignee shall be shown either on the outside or within a folded label which may only be opened if the consignment note is missing.

The information required under (a) and (b) above shall also be shown on each article or package comprised in a complete wagon load which, when forwarded by rail and sea, requires to be transhipped.

Old marks or labels shall be obliterated or removed by the sender.

7. Unless otherwise provided in the tariffs, fragile articles (such as glassware, china and pottery), goods which can become scattered in wagons (such as nuts, fruit, fodder, stones), and also goods which can taint or damage other packages (such as coal, lime, cinders, ordinary earth, coloured earths) shall not be carried otherwise than in complete wagon loads, unless packed or fastened together in such a manner that they cannot become broken or lost, or taint or damage other packages.

Article 13

Documents to be furnished for formalities required by the Customs and other administrative authorities. Customs seals

1. The sender shall attach to the consignment note the documents necessary for the completion of formalities required by the Customs and other administrative authorities before delivery of the goods to the consignee. Such documents shall relate only to goods which are the subject of one and the same consignment note, unless otherwise provided by regulations, or Government orders, or by tariffs.

When these documents cannot be attached to the consignment note, the sender shall ensure their delivery in sufficient time to the station, customs office or office of any other authority where the formalities are to be completed; the office at which such documents will be held at the disposal of the railway shall be indicated in the consignment note.

2. The railway shall not be obliged to verify the correctness and sufficiency of the documents furnished.

The sender shall be liable to the railway for any loss or damage resulting from the absence or insufficiency or of any irregularity in such documents, unless the railway is at fault.

The liability of the railway for any consequences arising from the loss, non-use or misuse of the documents referred to in the consignment note and accompanying that document or deposited with the railway shall be that of an agent; provided that the compensation payable by the railway shall not exceed that payable in the event of loss of the goods.

3. The sender shall comply with the customs regulations as to the packing and sheeting of the goods. The railway may refuse consignments bearing a damaged or defective customs seal.

If the sender has not packed or sheeted the goods in compliance with the customs regulations, the railway shall be entitled to do so. The cost shall be charged against the goods.

CHAPTER II

PERFORMANCE OF THE CONTRACT OF CARRIAGE

Article 14

Handing of goods to the railway for carriage, and loading of goods

1. The handing of goods to the railway for carriage shall be governed by the law and regulations in force at the forwarding station.

2. Loading shall be the duty of the railway or the sender according to the regulations in force at the forwarding station, unless otherwise provided.
in this Convention or unless the consignment note includes a reference to a special agreement between the sender and the railway.

3. Unless otherwise provided in this Convention, goods shall be conveyed in covered wagons, open wagons, wagons specially fitted, or sheeted open wagons according to the provisions of the relevant international tariffs. If there are no relevant international tariffs, or if such tariffs do not contain any provisions on the subject, the regulations in force at the forwarding station shall apply throughout the whole of the route.

Article 15

Formalities required by the Customs and other administrative authorities

1. In transit, the formalities required by the Customs and other administrative authorities shall be completed by the railway which may, at its own discretion, either delegate this duty to an agent or do the work itself. In either case the obligations of the railway shall be those of an agent.

The sender by so indicating in the consignment note, or the consignee by giving an instruction as provided for in Article 22 (1) (d) of this Convention, may however ask to be present in person or to be represented by an appointed agent at the carrying out of the formalities referred to in the preceding paragraph for the purpose of furnishing any information or explanations required and, within the limits permitted by the law and regulations, of effecting payment of customs duty and other expenses. Neither the sender, nor the consignee, nor the agent of either shall have any right to take possession of the goods or to carry out the said formalities.

If for the completion of the formalities required by the Customs or other administrative authorities the sender has designated a station where the regulations in force do not permit of the completion of such formalities, or if he has indicated for this purpose any other procedure which cannot be followed, the railway shall act in the manner which appears to it to be most favourable to the interests of the party concerned and shall inform the sender of the measures taken.

If the sender has inserted in the consignment note the words "franco de douane," the railway shall have the choice of carrying out customs formalities either in course of transit or at the station of destination.

2. Subject to the exception contained in the final sub-paragraph of paragraph 1 of this Article the consignee shall be entitled to carry out customs formalities at the station of destination if that station has a customs office and the consignment note provides for customs clearance on arrival, or if, in the absence of such provision, the goods arrive in bond or under other customs control. If the consignee exercises this right he shall pay in advance the charges due on the consignment.
If the consignee does not take delivery of the consignment note within the period fixed by the regulations in force at the station of destination, the railway may proceed in the manner indicated in paragraph 1 of this Article.

Article 16

*Delivery*

1. The railway shall deliver the consignment note and the goods to the consignee at the station of destination against a receipt. Acceptance of the consignment note renders the consignee liable to pay to the railway the amounts charged to him.

2. The law and regulations in force at the station of destination shall determine whether the railway is entitled or obliged to convey the goods to the address of the consignee. The process of delivery of the goods shall also be governed by the said law and regulations. If the railway conveys the goods, or procures their conveyance, to the address of the consignee, delivery shall only be deemed to have been effected at the time when they are so delivered.

3. After the arrival of the goods at the station of destination, the consignee shall be entitled to require the railway to deliver to him the consignment note and the goods. If the loss of the goods is established or if the goods have not arrived after the expiry of the period provided for in Article 30 (1) of this Convention, the consignee shall be entitled to enforce in his own name against the railway any rights he may have acquired by reason of the contract of carriage, provided that he has previously fulfilled his own obligations under that contract.

4. The person entitled to delivery may refuse to accept the goods even when he has received the consignment note and paid the charges if and so long as an examination for which he has asked in order to verify alleged damage has not been made.

Any reservations made at the time of delivery of the goods shall be void unless they are accepted by the railway.

Article 17

*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 sender or the consignee in accordance with the following provisions.

In applying these provisions, charges which, according to the applicable tariff, are to be added to the standard rates or exceptional rates in calculating the carriage charges, shall be deemed to be carriage charges.
2. A sender who undertakes to pay all or part of the charges shall indicate accordingly in the consignment note in the space provided for the purpose as follows:

(a) "franco de tous frais," if he undertakes to pay all charges of every kind (carriage charges, supplementary charges, customs duties and other charges);

(b) "franco," if he undertakes to pay all carriage charges and all supplementary charges which, according to the regulations and internal tariffs in force in the forwarding country or, as the case may be, according to the rates of the international tariff which has been applied, can be raised by the forwarding station, at the time the goods are handed in for carriage;

(c) "franco y compris . . .," if he undertakes to pay charges additional to those referred to in (b); in which case he shall give an exact description of those charges;

(d) "franco de port," if he undertakes to pay carriage charges only;

(e) "franco de douane," if he undertakes to pay all sums collected by the customs authorities from the railway, in addition to the supplementary and other charges which the railway makes for customs clearance;

(f) one of the indications provided for above, completed by the words: "... up to X" (X indicating by name the point at which the tariffs applied by adjacent countries take effect), if he undertakes to pay all or part of the charges up to X, but excluding all charges relating to the subsequent country or railway;

(g) "franco pour . . .," if he undertakes to pay a fixed amount. This amount shall be shown in words; it shall be expressed in the currency of the forwarding country except when provision is made to the contrary in the tariffs.

The sender may enter in the same consignment note several of the above indications, if they are compatible with one another.

3. Indications other than those shown under paragraph 2 above shall not be inserted.

4. Special conditions relating to the payment of charges may be included in international tariffs.

5. Charges which the sender has not undertaken to pay shall be deemed to be payable by the consignee.

6. Supplementary charges, such as charges for demurrage, warehousing and weighing, which arise out of an act for which the consignee is responsible or out of a request which he has made, shall be paid by him.

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

N° 3442
8. If the amount of the charges which the sender undertakes to pay cannot be ascertained exactly at the time the goods are handed in for carriage the railway may require as security a deposit approximating to the amount of such charges for which a receipt shall be given. Such charges shall be entered in a recharge note and a settlement of accounts shall be made with the sender not later than 30 days after the expiry of the transit period. A statement of charges as detailed in the recharge note shall be delivered to the sender in return for the receipt.

9. Except in the case provided for in paragraph 8 above, the forwarding station shall specify in the duplicate consignment note as well as in the original the amount of the charges paid or undertaken to be paid at the forwarding station.

Article 18

Correction of charges

1. In the case of incorrect application of a tariff or of error in determining or collecting charges, overcharges shall be refunded by the railway and undercharges paid to the railway.

2. Overcharges discovered by the railway shall forthwith be brought to the notice of the person concerned if they exceed 1 franc per consignment note and settled as soon as possible.

3. If the consignee has not taken possession of the consignment note the sender shall be responsible for payment to the railway of any amounts undercharged. When the consignment note has been accepted by the consignee or when the contract of carriage has been modified as provided in Article 22 of this Convention, the sender shall be responsible for payment of an undercharge only in so far as it relates to the charges which he has undertaken to pay by his declaration in the consignment note: any balance of the undercharge shall be paid by the consignee.

4. If the sums due under this Article exceed 10 francs per consignment note they shall bear interest at five per centum per annum.

Such interest shall be calculated from the date of the demand for payment or from the date of the claim referred to in Article 41 of this Convention or, if there has been no such demand or claim, from the date of the institution of legal proceedings.

Article 19

"Cash on delivery" charges and disbursements

1. The sender may make the consignment subject to a "cash on delivery" charge not exceeding the value of the goods. Such charge shall be expressed in the currency of the country of departure but the tariffs may provide for exceptions.

N° 3442
2. The railway shall not be obliged to pay "cash on delivery" charges until the amount thereof has been received from the consignee. The amount shall be placed at the sender's disposal within six weeks of payment by the consignee; in case of delay interest at five per centum per annum shall be due from the date of the expiry of that period.

3. If the goods are delivered to the consignee without previous collection of the "cash on delivery" charge, the railway shall pay to the sender the amount of any loss sustained by him not exceeding the amount of such charge without prejudice to the right of action of the railway against the consignee.

4. If the goods are consigned subject to a "cash on delivery" charge the railway shall be entitled to charge the collection fee laid down in the tariffs; such fee shall be payable notwithstanding that the "cash on delivery" charge may be cancelled or reduced by modification of the contract of carriage (Article 21 (1) of this Convention).

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

Article 20

Declaration of interest in delivery

1. Any consignment may be the subject of a declaration of interest in delivery entered in the consignment note in accordance with Article 6 (7) (c) of this Convention.

The amount declared shall be shown in the currency of the country of departure, in gold francs, or in such other currency as may be determined by the tariffs.

2. An additional charge of one tenth per thousand of the sum declared shall be made for every 10 kilometres* or fraction thereof. The minimum charge per consignment shall be 1 franc per 100 kilogrammes† and 10 francs if the weight of the consignment exceeds 1,000 kilogrammes.‡

The tariffs may provide for the reduction of such additional charge and such minimum charge per consignment.

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* Approximately 6 miles.
† 100 kilogrammes = 220.5 pounds approximately.
‡ 1,000 kilogrammes = 2204.6 pounds approximately.
CHAPTER III

MODIFICATION OF THE CONTRACT OF CARRIAGE

Article 21

Right of the sender to modify the contract of carriage

1. The sender shall be entitled to modify the contract of carriage by giving orders that:

(a) the goods are to be withdrawn at the forwarding station;
(b) the goods are to be stopped in transit;
(c) delivery of the goods is to be delayed;
(d) the goods are to be delivered to a person other than the consignee shown in the consignment note;
(e) the goods are to be delivered at a station other than the station of destination shown in the consignment note, or that they are to be returned to the forwarding station; in which case the sender may require that a consignment forwarded initially by petite vitesse shall be reforwarded by grande vitesse or vice versa if the station where the consignment has been stopped provides both kinds of service; the sender may also indicate the tariff to be applied and the route to be followed.

Unless otherwise provided in the tariffs of the forwarding railway, requests for modification of the contract of carriage shall also be accepted when their purpose is:

(f) making the consignment subject to a "cash on delivery" charge;
(g) the increase, decrease or cancellation of a "cash on delivery" charge;
(h) the prepayment of carriage and other charges in accordance with the provisions of Article 17 sub-paragraphs 2 (a) to (e) inclusive and subparagraph 2 (g) of this Convention.

Orders other than those enumerated above shall not be accepted. International tariffs may, however, entitle the sender to modify the contract of carriage by giving orders in addition to those indicated above.

Orders shall not be accepted if compliance with them would result in a division of the consignment.

2. The subsequent orders referred to above shall be given by means of a written declaration in the form set forth in Annex IV (a)¹ to this Convention.

Such declaration shall be reproduced and signed by the sender in the duplicate of the consignment note which shall be presented to the railway at the same time. The forwarding station shall certify that the subsequent order has been received by affixing its date stamp on the duplicate note below the declaration made by the sender. This duplicate shall then be returned to him,

A railway complying with a sender's orders without requiring production of such duplicate shall be liable for any loss or damage thereby caused to the person previously designated as the consignee if the duplicate has been sent or handed to that person by the sender.

If the sender requests the increase, decrease or cancellation of a "cash on delivery" charge, he shall produce the document which was originally delivered to him. In the case of increase or decrease of the "cash on delivery" charge, such document shall be returned to the person concerned after correction: it shall be surrendered by that person in the event of cancellation of the charge.

Any subsequent orders given by the sender in a form other than that prescribed shall be void.

3. No railway shall carry out subsequent orders given by the sender unless they are transmitted through the forwarding station.

If the sender so requests, the station of destination or any other station at which the train stops shall be notified, at the expense of the sender, by telegram or telephone message sent by the forwarding station and confirmed in writing. Unless otherwise provided in the international tariff or other agreements between the railways concerned, the station of destination or any other station at which the train stops shall carry out the subsequent order, without awaiting confirmation, as soon as the telegram or telephone message has come from the forwarding station. The contents of the message shall be verified in case of doubt.

4. The sender's right to modify the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the consignment note, cease when:

(a) the consignment note has been handed over to the consignee, or
(b) the consignee has exercised his right under the contract of carriage in accordance with Article 16(3) of this Convention, or
(c) the consignee is entitled, in accordance with Article 22 of this Convention, to give subsequent orders as soon as the consignment has entered the customs territory of the country of destination.

After the sender's right to modify the contract of carriage has ceased to exist, the railway shall comply with the orders of the consignee and, if it fails to do so, it shall be liable to him in accordance with Part III of this Convention for the consequences of non-compliance.

Article 22

Right of the consignee to modify the contract of carriage

1. The consignee shall be entitled to modify the contract of carriage if the sender has not undertaken to pay the charges relating to carriage in the country of destination, and has inserted in the consignment note the indication provided for in Article 6(7)(h) of this Convention.
Any orders which the consignee may give shall have effect only when the consignment has entered the customs territory of the country of destination. The consignee may give orders that:

(a) the goods are to be stopped in transit;
(b) delivery of the goods is to be delayed;
(c) the goods are to be delivered in the country of destination to a person other than the consignee shown in the consignment note;
(d) the formalities required by Customs and other administrative authorities shall be carried out with the participation of the consignee or that of his agent within the limits provided in Article 15 (1) of this Convention.

In addition, unless provision is made to the contrary in international tariffs, the consignee may give orders that:

(e) the goods are to be delivered in the country of destination at a station other than the station of destination indicated in the consignment note. In that event, he may direct that a consignment sent initially by petite vitesse shall be reforwarded by grande vitesse or vice versa if the station where the consignment has been stopped provides both kinds of service. He may also indicate the tariff to be applied and the route to be followed.

Orders other than those enumerated above shall not be accepted. International tariffs may, however, entitle the consignee to modify the contract of carriage by giving orders in addition to those indicated above.

Orders shall not be accepted if compliance with them would result in a division of the consignment.

2. The orders referred to above shall be given by addressing, either to the station of destination or to the station of entry into the country of destination, a written declaration in the form set forth in Annex IV (b)1 to this Convention.

Any subsequent order given by the consignee in a form other than that prescribed shall be void.

It shall not be necessary for the consignee to produce the duplicate of the consignment note in order to exercise his right to modify the contract of carriage.

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

Article 23

The carrying out of subsequent orders

1. The railway shall not refuse to give effect to orders given under Articles 21 and 22 of this Convention or delay doing so unless:

(a) it is no longer possible to give effect to the orders by the time they reach the station responsible for doing so;

(b) compliance with the orders would interfere with normal railway working;

c) the order to change the station of destination and to carry it out would contravene the law and regulations in force in one of the territories to be traversed, and in particular the requirements of the Customs and other administrative authorities;

(d) the order is to change the station of destination, and the value of the goods will not, as far as can be foreseen, cover all the charges which will be payable on the consignment on its arrival at the new destination, and the amount of such charges is not immediately paid or guaranteed.

In the foregoing cases, the person who has given the subsequent orders shall be informed as soon as possible of the circumstances which prevent compliance with those orders.

If any such circumstances should arise which the railway is not in a position to foresee at the time compliance with the subsequent orders commences, the person who has given the orders shall be liable for all consequences resulting from such commencement.

2. If it is laid down in the subsequent orders that the goods are to be delivered to an intermediate station, carriage shall be charged from the forwarding station to such intermediate station. If, however, the goods have already been carried beyond that intermediate station, carriage shall be charged from the forwarding station to the station at which the goods are stopped and from that station back to the intermediate station.

If it is laid down in the subsequent orders that the goods are to be carried to a different station of destination or returned to the forwarding station, carriage shall be charged from the forwarding station to the station at which the goods are stopped and from that station to the new station of destination or back to the forwarding station as the case may be.

The tariffs applicable shall be those in force for each section of the route on the day on which the contract of carriage is made.

3. The sender or consignee who has given the subsequent order shall be liable to the railway for all expenses arising from the carrying out of his order, except expenses arising from a fault of the railway.

Article 24

Circumstances preventing carriage

1. When circumstances prevent carriage of the goods, it shall rest with the railway to decide whether it is advisable in the sender's interest to ask him for instructions, or whether it is preferable to carry the goods on its own initiative by an alternative route. Unless it is at fault the railway shall be entitled to claim the carriage charges applicable to the route over which the goods are carried, and shall be allowed the transit periods applicable to such route, even if longer than those applicable to the original route.
2. If there is no alternative route, or if for other reasons it is impossible to continue carrying the goods, the railway shall ask the sender for instructions but shall not be obliged to do so in the event of carriage being temporarily prevented by circumstances referred to in Article 5 (5) of this Convention.

3. The sender may enter in the consignment note instructions to be observed in the event of circumstances preventing carriage.

   If, in the opinion of the railway, such instructions cannot be carried out, the railway shall ask the sender for further instructions.

4. The sender, on being notified of any circumstance preventing carriage, may rescind the contract of carriage provided that, unless the railway itself is at fault, he pays the railway the carriage charges for the journey already made or any charges arising before carriage, as the case may be, in addition to all charges provided for in the tariff.

5. The sender may give instructions either to the forwarding station or to the station where the goods are for the time being situated. If he changes the consignee or the station of destination, or gives instructions to a station other than the forwarding station, he shall enter his instructions in the duplicate of the consignment note, which shall be produced.

   If the railway gives effect to the sender's instructions without having required production of the duplicate of the consignment note, and if that duplicate has been sent or handed to the person previously designated as consignee, the railway shall be liable to that person for any resulting loss or damage.

6. If on being notified of a circumstance preventing carriage the sender does not within a reasonable time give instructions which can be carried out, action shall be taken in accordance with the regulations relating to the action to be taken when delivery is prevented which are in force on the railway on which the goods have been held up.

   If the goods have been sold, the proceeds of sale, after deduction of the expenses chargeable against the goods, shall be held at the disposal of the sender. If such proceeds are less than the expenses chargeable against the goods the sender shall pay the difference.

7. If the circumstances preventing carriage cease to exist before the arrival of instructions from the sender, the goods shall be forwarded to their destination without waiting for such instructions and the sender shall be notified to that effect with the least possible delay.

8. If the circumstances preventing carriage arise after the consignee has modified the contract of carriage under Article 22 of this Convention, the railway shall notify the consignee accordingly and the provisions of paragraphs 1, 2, 4, 6 and 7 above shall apply with any necessary modifications to the consignee, who shall not be obliged to produce the duplicate of the consignment note.
9. The provisions of Article 23 of this Convention shall apply to carriage undertaken in compliance with this Article.

**Article 25**

*Circumstances preventing delivery*

1. When circumstances prevent delivery of the goods, the station of destination shall without delay notify the sender through the forwarding station, and ask for his instructions. Such notification shall be sent by telegram if a request to that effect has been made in the consignment note. The sender shall, in addition, be notified direct, either in writing or by telegram, if he has so requested in the consignment note. The expense of such notification shall be charged against the goods.

If the consignee refuses the goods, the sender shall be entitled to dispose of them although he is unable to produce the duplicate of the consignment note.

If, after having refused the goods, the consignee applies for delivery thereof they shall be delivered to him unless the station of destination has in the meantime received contrary instructions from the sender. Notification of such delivery shall be given immediately to the sender by registered letter and the cost charged against the goods.

The sender may also request in the consignment note that the goods shall be returned to him without further instructions in the event of circumstances preventing delivery. Unless such request is made, the goods may not be returned to the sender without his express consent.

Unless the tariffs otherwise provide, the sender’s instructions shall be given through the forwarding station.

2. Except as otherwise provided in paragraph 1 of this Article and subject to the provisions of Article 44 of this Convention, the procedure in the event of circumstances preventing delivery shall be determined by the law and regulations in force on the railway responsible for delivery.

If the goods are sold the proceeds of sale, less any charges against the goods, shall be placed at the disposal of the sender. If the proceeds are less than the charges against the goods the sender shall pay the difference.

3. If the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 22 of this Convention, the railway shall notify the consignee accordingly. The second subparagraph of paragraph 2 above shall apply with any necessary modifications to the consignee.

4. The provisions of Article 23 of this Convention shall apply to carriage undertaken in compliance with this Article.
PART III

LIABILITY. LEGAL PROCEEDINGS ARISING OUT OF THE CONTRACT OF CARRIAGE

CHAPTER I

LIABILITY

Article 26

Collective responsibility of railways

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

2. Each succeeding railway, by the act of taking over the goods with the original consignment note, shall participate in the performance of the contract of carriage in accordance with the terms of that document, and shall be subject to the resulting obligations. Nothing in this paragraph shall derogate from the provisions of Article 43 (3) of this Convention relating to the railway of destination.

Article 27

Extent of liability

1. The railway shall be liable for delay in delivery, for total or partial loss of the goods, and for damage thereto occasioned between the time of acceptance for carriage and the time of delivery.

2. The railway shall, however, be relieved of liability if the delay in delivery or the loss or damage was caused by the wrongful act or neglect of the claimant, by the instructions of the claimant given otherwise than as a result of the wrongful act or neglect on the part of the railway, by inherent vice of the goods (decay, wastage, etc.) or through circumstances which the railway could not avoid and the consequences of which it was unable to prevent.

3. Subject to Article 28 (2) of this Convention, the railway shall be relieved of 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 by an agreement made with the sender and referred to in the consignment note;

   (b) the lack of, or defective condition of packing in the case of goods which, by their nature, are liable to wastage or to be damaged when not packed or when not properly packed;
(c) loading operations carried out by the sender or unloading operations carried out by the consignee under the conditions applicable thereto, or by agreement made with the sender and referred to in the consignment note, or by agreement with the consignee; faulty or improper loading when performed by the sender under the conditions applicable thereto or by agreement made with the sender and referred to in the consignment note;

(d) the nature of certain kinds of goods which particularly exposes them to total or partial loss or to damage, especially through breakage, rust, decay, desiccation or leakage;

(e) the forwarding under irregular, incorrect or incomplete description of articles which are not to be accepted for carriage; the forwarding under irregular, incorrect or incomplete description of articles accepted only subject to certain conditions, or the failure on the part of the sender to observe the prescribed precautions in respect of such articles;

(f) the carriage of livestock;

(g) the carriage of consignments which, under this Convention, or under the conditions applicable or by special agreement made with the sender and referred to in the consignment note, must be accompanied by an attendant, in so far as the risks are those which it is the purpose of the attendant to avert.

Article 28

Burden of proof

1. The burden of proving that loss, damage or delay in delivery was due to one of the causes specified in Article 27 (2) of this Convention shall rest upon the railway.

2. When the railway establishes that, in the circumstances of the case, the loss or damage could be attributed to one or more of the special risks referred to in Article 27 (3) of this Convention, it shall be presumed that it was so caused. The claimant shall, however, be entitled to prove that the loss or damage was not, in fact, attributable either wholly or partly to one of these risks.

This presumption shall not apply in the circumstances envisaged in Article 27 (3) (a) of this Convention if there has been an abnormal shortage, or a loss of any package.

Article 29

Presumption in the case of reconsignment

1. When a consignment despatched subject to the provisions of this Convention has been reconsigned also subject to those provisions and partial loss or damage has been discovered after the reconsignment, it shall be presumed
that such loss or damage occurred during the last contract of carriage if the following conditions are satisfied:

(a) the consignment remained in the care of the railway during the whole period;
(b) the consignment was reconsigned in the same condition as it arrived at the station from which it was reconsigned.

2. The same presumption shall exist when the contract of carriage before the reconsignement was not subject to this Convention if the Convention could have been applied in the case of a through consignment from the original forwarding station to the final station of destination.

Article 30

Presumption of loss of goods. Position if subsequently recovered

1. The person entitled to make a claim for the loss of goods may, without being required to furnish further proof, treat goods as 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 so entitled may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered in the course of the year following the payment of compensation. He shall be given a written acknowledgment of such request.

3. Within the thirty days following receipt of such notification, the person entitled as aforesaid may require the goods to be delivered to him at any station on the route, against payment of the charges arising on the consignment from the forwarding station to the station where delivery is made and also against refund of the compensation he received, less any charges included therein but without prejudice to any claims to compensation for delay in delivery under Article 34 of this Convention and, where applicable, Article 36 of this Convention.

4. In the absence of the request mentioned in paragraph 2 above or of any instructions given within the period of thirty days specified in paragraph 3 above, or if the goods are not recovered until more than one year after the payment of compensation, the railway shall be entitled to dispose of them in accordance with the law and regulations of the State to which the railway belongs.

Article 31

Amount of compensation for loss of goods

1. When, under the provisions of this Convention, a railway is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated:

   according to the commodity exchange price, or,
   if there is no such price, according to the current market price, or
   if there is no commodity exchange price or current market price, by reference
to the normal value of goods of the same kind and quality at the place and time at which the goods were accepted for carriage.

Compensation shall not, however, exceed 100 francs per kilogramme of gross weight short subject to the limits imposed by Article 35 of this Convention.

In addition, carriage charges, customs duties and other expenses paid in respect of the missing goods shall be refunded, but no further damages shall be payable.

2. When the amounts on which these calculations are based are not expressed in the currency of the State in which payment is claimed, conversion shall be at the rate of exchange applicable on the day and at the place of payment of compensation.

Article 32

*Limitation of 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 centum of the weight for liquid goods or goods consigned in a moist condition, and also for the following goods:

<table>
<thead>
<tr>
<th>Bark</th>
<th>Liquorice wood</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bones, whole or ground</td>
<td>Mushrooms, fresh</td>
</tr>
<tr>
<td>Coal and coke</td>
<td>Peat and turf</td>
</tr>
<tr>
<td>Dye woods, grated or ground</td>
<td>Putty or mastic, fresh</td>
</tr>
<tr>
<td>Fats</td>
<td>Roots</td>
</tr>
<tr>
<td>Fish, dried</td>
<td>Salt</td>
</tr>
<tr>
<td>Fruit, fresh, dried or cooked</td>
<td>Sinews, animal</td>
</tr>
<tr>
<td>Furs</td>
<td>Skins</td>
</tr>
<tr>
<td>Hide cuttings</td>
<td>Soap and solidified oils</td>
</tr>
<tr>
<td>Hides</td>
<td>Tobacco, cut</td>
</tr>
<tr>
<td>Hog bristles</td>
<td>Tobacco leaves, fresh</td>
</tr>
<tr>
<td>Hops</td>
<td>Vegetables, fresh</td>
</tr>
<tr>
<td>Horns and hooves</td>
<td>Wool</td>
</tr>
<tr>
<td>Horse hair</td>
<td></td>
</tr>
</tbody>
</table>

   (b) one per centum of the weight for all other dry goods likewise subject to wastage in transit.
2. The limitation of liability provided for in paragraph 1 of this Article shall not apply if, in the circumstances of a particular case, it is proved that the loss was not due to causes which would justify the above-mentioned allowances.

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

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

5. The provisions of this Article shall not prejudice those of Articles 27 and 28 of this Convention.

Article 33

Amount of compensation for damage to goods

In the case of damage to goods, the railway shall be liable for the amount by which the goods have diminished in value, but no further compensation shall be payable. This amount shall be calculated on the basis of the compensation which would be due under Article 31 of this Convention in the case of loss, without being subject to the limit of 100 francs per kilogramme of gross weight short, reduced by a sum which bears the same proportion to the amount so calculated as the value of the damaged goods at the place of delivery bears to the value of the same goods at the same place had they not been damaged during performance of the contract of carriage.

The compensation may not, however, exceed:

(a) if the whole consignment has been damaged, the amount payable in the case of total loss;

(b) if part only of the consignment has been damaged, the amount payable in the case of loss of the part affected.

Article 34

Amount of compensation for delay in delivery

1. In the event of delay in delivery the railway shall, in the absence of proof by the person entitled to make a claim in that regard that he has thereby suffered damage, pay one-tenth of the carriage charges in respect of each fraction of the delay equivalent to one-tenth of the transit period, any fraction of the delay of less than one-tenth of the transit period being counted as one-tenth. Compensation shall not, however, exceed one-half of the carriage charges.
2. If it is proved that damage has, in fact, resulted from the delay in delivery, compensation not exceeding the amount of the carriage charges shall be payable.

3. The compensation provided for in paragraphs 1 and 2 above shall not be payable in addition to that due in respect of total loss of the goods.

In the case of partial loss, such compensation shall be payable, where appropriate, in respect of that part of the consignment which has not been lost.

In the case of damage, such compensation may, where appropriate, be additional to that provided for in Article 33 of this Convention.

In any case, compensation payable under paragraphs 1 and 2 of this Article, together with that payable under Articles 31 and 33 of this Convention, shall not, in the aggregate, exceed the compensation which would be payable in respect of total loss of the goods.

Article 35

Limitation of compensation under certain tariffs

When a railway offers to the public special conditions of carriage (special or exceptional tariffs) involving a reduction in the carriage charges ordinarily made (general tariffs), it may limit the amount of compensation payable to a claimant in respect of loss, damage, or delay in delivery.

When a limit is so fixed in a tariff applicable only to a portion of the journey, it shall not apply unless the circumstances giving rise to the compensation occurred on that portion of the journey.

Article 36

Amount of compensation in case of declaration of interest in delivery

If a declaration of interest in delivery has been made, compensation for additional loss or damage proved may be claimed, in addition to the compensation provided for in Articles 31, 33, 34 of this Convention and, where appropriate, Article 35 of this Convention, up to the total amount of the interest declared.

Article 37

Amount of compensation in case of wilful misconduct or gross negligence on the part of the railway

In all cases where delay in delivery, or total or partial loss of or damage to the goods, has been caused through wilful misconduct or gross negligence on the part of the railway, full compensation shall be payable for the damage proved not exceeding twice the maxima specified in Articles 31, 33, 34, 35 and 36 of this Convention, as the case may be.
Article 38

Interest on compensation

The claimant shall be entitled to claim interest on compensation payable. Such interest, calculated at five per centum per annum, shall, however, be payable only when the compensation exceeds ten francs in respect of goods which are the subject of any one consignment note. Such interest shall accrue from the date of the claim referred to in Article 41 of this Convention or, if no such claim has been made, from the date on which legal proceedings are instituted.

Article 39

Repayment of compensation

Any compensation unwarrantably obtained shall be refunded. In cases of fraud, the railway shall, in addition, be entitled to be paid a sum equal to that which was fraudulently obtained from it.

Article 40

Liability of railways for their servants

The railway shall be liable in respect of servants in its own employ and in respect of any other persons whom it employs to perform carriage for which it is responsible.

If, however, railway servants, 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 do so on behalf of the person to whom the services are rendered.

CHAPTER II

CLAIMS. ACTIONS. PROCEDURE AND LIMITATION IN LEGAL PROCEEDINGS ARISING FROM THE CONTRACT OF CARRIAGE

Article 41

Claims

1. Claims relating to the contract of carriage shall be made in writing to the railway specified in Article 43 of this Convention.

2. Such a claim may be made by persons who have the right to sue the railway under Article 42 of this Convention.

3. In the case of claims by the sender, the sender shall produce the duplicate consignment note. In the case of claims by the consignee, the consignee shall produce the consignment note if he has taken possession of it.
4. The consignment note, the duplicate, and also any other documents which a claimant thinks it desirable to submit with his claim shall be produced either in the original or by means of copies duly authenticated if the railway so requires.

On settlement of the claim, the railway may require the production of the original consignment note, the duplicate thereof or the "cash on delivery" charges voucher for endorsement thereon that a settlement has been made.

Article 42

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 "cash on delivery" charges provided for in Article 19 of this Convention may only be brought by the sender.

3. Other actions against a railway arising from the contract of carriage may be brought:

(a) by the sender, until such time as the consignee has either taken possession of the consignment note or exercised his rights under Articles 16 (3) or 22 of this Convention;

(b) by the consignee, at any time after he has taken possession of the consignment note or exercised his rights under Article 16 (3) of this Convention;

(c) by the consignee who has the right of disposal as indicated by the sender in the consignment note, from the time when he exercises his rights under Article 22 of this Convention. This right of action shall, nevertheless, be extinguished as soon as the consignment note has been delivered to a designated person in accordance with Article 22 (1) (c) of this Convention or the consignee has exercised his rights under Article 16 (3) of this Convention.

In order to sustain such actions, the sender must produce the duplicate consignment note. If he does not do so he can only bring an action against the railway if he is authorised to do so by the consignee, or if he establishes that the consignee has refused to accept the goods.

Article 43

Railways against which an action may be brought. Jurisdiction

1. An action to recover sums paid under the contract of carriage may be brought either against the railway which has collected the sum in question or against the railway on whose behalf the payment beyond entitlement was received.
2. An action in respect of "cash on delivery" charges provided for in Article 19 of this Convention may only be brought against the forwarding railway.

3. Other actions arising from the contract of carriage may only be brought against the forwarding railway, the railway of destination or the railway on which the cause of action arose.

Such actions may be brought against the railway of destination although it has received neither the goods nor the consignment note.

4. If the claimant has a choice as to which railway he will sue, his right to choose shall be extinguished when he brings an action against any one of these railways.

5. An action may only be brought in the competent court of the State to which the defendant railway belongs, unless otherwise provided in agreements between States or in any licence or other document authorising the operation of that railway.

Where an undertaking operates independent railway systems in different States, each system shall be regarded as a separate railway for the purposes of this paragraph.

6. A right of action may, nevertheless, be exercised against a railway other than those specified in paragraphs 1, 2 and 3 above by way of counter-claim or by way of set-off or other mode of defence to an action based on the same contract of carriage.

7. The provisions of this Article shall not apply to claims between railways which are dealt with in Chapter III of this Part of the Convention.

Article 44

Verification of partial loss of or damage to goods

1. When partial loss of goods or damage to goods is discovered or presumed by the railway or alleged by the person entitled to the goods, the railway shall, without delay, and if possible in the presence of such person, have a report drawn up setting forth the nature of the loss or damage, the condition of the goods, their weight and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.

A copy of this report shall be supplied to the person entitled to the goods if he so requests, free of charge.

2. Should the person entitled to the goods not accept the terms of the report, he may require verification to be made, according to law, of the condition and weight of the goods and of the cause and amount of the loss or damage: the procedure to be followed shall be governed by the law and regulations of the State in which such verification takes place.
Article 45

Extinction of rights of action against the railway arising from the contract of carriage

1. Acceptance of the goods by the person entitled to them shall extinguish all rights of action against the railway for delay in delivery, partial loss, or damage.

2. Nevertheless, the right of action shall not be extinguished:
   (a) if the person entitled to the goods furnishes proof that the loss or damage was caused by wilful misconduct or gross negligence on the part of the railway;
   (b) in the case of a claim for delay in delivery made against one of the railways specified in Article 43 (3) of this Convention within a period not exceeding thirty days excluding the day on which the goods were accepted by the person entitled to receive them;
   (c) in the case of a claim for partial loss or for damage:
      (i) if the loss or damage was discovered before the acceptance of the goods by the person entitled to them in accordance with Article 44 of this Convention;
      (ii) if the verification which should have been made under Article 44 was omitted solely through the wrongful act or neglect of the railway;
   (d) in the case of claims for non-apparent loss or damage discovered after acceptance of the goods by the person entitled to them, provided that:
      (i) immediately after discovery of the loss or damage and in any event within seven days of the acceptance of the goods, the person entitled asks for a verification in accordance with Article 44 of this Convention; and
      (ii) the person entitled to the goods proves that the loss or damage occurred between acceptance for carriage and delivery.

3. If the goods have been reconsigned subject to the conditions laid down in Article 29 (1) of this Convention, rights of actions for compensation in respect of partial loss or damage arising from the contract of carriage preceding the reconsignment shall be extinguished in the same manner as if there had only been one contract of carriage.

Article 46

Limitation of actions arising from the contract of carriage

1. The period of limitation for an action arising out of the contract of carriage shall be one year. Nevertheless, the period of limitation shall be three years in the case of:
   (a) an action to recover "cash on delivery" charges collected by the railway from the consignee;
(b) an action to recover the net proceeds of a sale effected by the railway;

(c) an action for loss or damage caused by wilful misconduct;
(d) an action for moneys due under Article 39 of this Convention, in cases of fraud;
(e) an action arising out of the contract of carriage previous to the reconsignement in cases to which Article 29 (1) of this Convention applies.

2. The period of limitation shall begin to run:

(a) in actions for compensation for partial loss, damage or delay in delivery: from the date of actual delivery;
(b) in actions for compensation for total loss: from the thirtieth day after the expiry of the transit period;
(c) in actions for payment or refund of carriage charges, supplementary charges, or surcharges, or actions for adjustment of charges in the event of the tariff being wrongly applied or an error in calculation being made:
   (i) when payment has been made: from the date of payment;
   (ii) when payment has not been made: from the date the goods were accepted for carriage if payment is due from the sender, or from the date when the consignment note was accepted by the consignee if payment is due from the consignee;
   (iii) in the case of sums to be paid under a recharge note: from the date on which the railway delivers to the sender the statement of charges provided for in Article 17 (8) of this Convention; if no such statement has been delivered, the period in respect of debts to the railway shall run from the thirtieth day after the expiry of the transit period;
(d) if the railway is required to refund a sum which has been paid by the consignee instead of by the sender or vice versa and the railway brings an action for recovery: from the date of the refund of that sum;

(e) in actions relating to “cash on delivery” charges for which provision is made in Article 19 of this Convention: from the forty-second day after the expiry of the transit period;
(f) in actions to recover the net proceeds of sale: from the date of the sale;
(g) in actions to recover additional duty demanded by Customs authorities: from the date of the demand;
(h) in all other cases: from the date when the right of action accrues.

The day on which the period of limitation begins to run shall not be included in the period.

3. When a claim is made in writing to a railway in accordance with Article 41 of this Convention, the period of limitation shall be suspended until such date as the railway rejects the claim by notification in writing and returns the
documents attached thereto. If part of the claim is admitted the period of limitation shall start to run again only in respect of that part of the claim still in dispute. The burden of proof of the receipt of the claim or of the reply and of the return of the documents shall rest with the party relying upon these facts.

The running of the period of limitation shall not be suspended by further claims having the same object.

4. A right of action which has become barred by lapse of time may not be exercised by way of counter-claim or set-off.

5. Subject to the foregoing provisions, extension of periods of limitation and fresh accrual of rights of action shall be governed by the law and regulations of the State in which the action is brought.

CHAPTER III
SETTLEMENT OF ACCOUNTS. RIGHTS OF RECOVERY BETWEEN RAILWAYS

Article 47

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 shall pay to the railways concerned their respective shares of such charges or other sums.

The methods of payment shall be settled by agreement between the railways.

2. Subject to its rights against the sender, the forwarding railway shall be liable for carriage and other charges which it has failed to collect when the sender has undertaken in the consignment note to pay them.

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 them to the preceding railways and to other parties concerned.

4. Should one railway default in payment, such default being certified by the Central Office at the request of one of the creditor railways, the resulting deficit shall be borne by 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 48

Right to recover compensation for loss of or damage to goods

1. The railway which has paid compensation in compliance with the provisions of this Convention, in respect of total or partial loss of or damage
to goods, shall be entitled to recover such compensation from the other railways which have taken part in the carriage, subject to the following provisions:

(a) the railway responsible for the loss or damage shall be solely liable therefor;

(b) when the loss or damage has been caused by the action of several railways, each shall be liable for the loss or damage it has caused. If in any case such a distinction cannot be made, the amount of the compensation payable shall be shared by those railways in accordance with the principles laid down in (c) below;

(c) if it cannot be proved which railway or railways caused the loss or damage, the amount of the compensation shall be apportioned between the railways which have taken part in the carriage, other than those which can prove that the loss or damage did not occur on their lines. Such apportionment shall be made proportionately to the tariff distances in kilometres.

2. In the event of the insolvency of any one of the railways, the unpaid share due from it shall be divided among the other railways which have taken part in the carriage, in proportion to the tariff distances in kilometres.

Article 49

Right to recover compensation for delay in delivery

1. The rules laid down in Article 48 of this Convention shall apply where compensation is paid for delay in delivery. If the delay has been caused by irregularities which are shown to have occurred on more than one railway, the amount of the compensation shall be divided between such railways in proportion to the length of the delay occurring on their respective systems.

2. The transit periods specified in Article 11 of this Convention shall be allocated between the various railways which have taken part in the carriage in the following manner:

(a) between two neighbouring railways:
   (i) the period for despatch shall be divided equally;
   (ii) the period for carriage shall be divided in proportion to the kilometric distances under the tariffs of each railway;

(b) between three or more railways:
   (i) the period for despatch shall be divided equally between the forwarding railway and the railway of destination;
   (ii) one-third of the period for carriage shall be divided equally between all the railways concerned.
(iii) the remaining two-thirds of the period for carriage shall be divided in proportion to the kilometric distances under 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 at which the goods are handed to the railway and the time from which the period for despatch commences shall be allocated exclusively to the forwarding railway.

5. The foregoing allocation shall only apply when the total transit period has been exceeded.

Article 50

Procedure for recovery

1. No railway, against which a claim is made under Articles 48 and 49 of this Convention, shall be entitled to dispute the validity of the payment made by the administration making the claim if the amount of the compensation was determined by judicial authority after the said railway had been duly served with process and afforded an opportunity of entering an appearance. The court trying the action shall determine, according to the circumstances, what time shall be allowed for such notification and the entering of an appearance.

2. A railway wishing to take proceedings to enforce its right of recovery shall make all other railways concerned, with which it has not reached a settlement, defendants in the same action; if this is not done, the right of recovery of the plaintiff railway against any railway not so made a defendant shall be extinguished.

3. The court shall adjudicate on the same occasion upon all claims for recovery being tried in the same proceedings.

4. The railways made defendants in accordance with the provisions of paragraph 2 of this Article shall not be entitled to bring further proceedings for recovery against another railway.

5. When an action for compensation has been brought by an outside party against a railway, that action shall not be combined with an action by that railway for recourse against another railway.

Article 51

Jurisdiction in actions for recovery

1. The courts of the country in which the defendant railway has its principal place of business shall have exclusive jurisdiction in all actions for recovery.
2. When the action is brought against several railways the plaintiff railway shall be entitled to elect in which of the courts having jurisdiction under paragraph 1 of this Article it will bring the proceedings.

Article 52

Agreements governing rights of recovery

The railways may enter into agreements which differ from the rules of recovery set out in this chapter.

PART IV

MISCELLANEOUS PROVISIONS

Article 53

Application of national law

Unless otherwise provided in this Convention, the national law and regulations relating to transport in each State shall apply.

Article 54

General rules of procedure

In the case of legal proceedings arising out of carriage under this Convention, the procedure to be followed shall be that of the competent tribunal, subject to any provisions to the contrary in the Convention.

Article 55

Execution of judgments. Attachment and security for costs

1. Judgments entered by the competent court under the provisions of this Convention after trial, or by default, shall, when they have become enforceable under the law applied by that court, become enforceable in any of the other Contracting States as soon as the formalities required in the State concerned have been complied with. The merits of the case shall not be the subject of further proceedings.

The foregoing provisions shall not apply to interim judgments nor to awards of damages, in addition to costs, against a plaintiff who fails in his action.
2. Debts arising from international traffic and due from one railway to another which does not belong to the same State may only be attached under a judgment given by the courts of the State to which the creditor railway belongs.

3. Rolling stock belonging to a railway, as well as equipment of all kinds belonging to a railway and used in transport, such as containers, loading appliances, tarpaulin sheets, etc., may not be attached on any territory other than that of the State to which the owning railway belongs except under a judgment given by the courts of that State.

The conditions under which private owners’ wagons are protected from attachment shall be regulated by Annex VII\(^1\) to this Convention.

4. Security for costs shall not be required in proceedings founded on an international contract of carriage.

**Article 56**

*Monetary unit. Rate of exchange or acceptance of foreign currency*

1. The amounts stated in francs in this Convention or the Annexes thereto shall be deemed to relate to the gold franc weighing 10/31 of a gramme and being of millesimal fineness 900.

2. Each railway shall publish the rates at which it will convert carriage charges, other charges and "cash on delivery" charges expressed in foreign currencies but paid in the currency of the country to which the railway belongs (rate of exchange).

3. A railway which accepts payment in foreign currencies shall likewise publish the rates at which those currencies will be accepted (rate of acceptance).

**Article 57**

*Central Office for International Railway Transport*

1. In order to facilitate and ensure the operation of this Convention there shall be a Central Office for International Railway Transport which shall have the following duties:

   (a) to receive communications from any Contracting State and any railway concerned and to communicate them to the other States and railways;

   (b) to collect, collate and publish information of every kind concerning international transport services;

(c) to facilitate between the various railways financial relations arising out of international transport services and recovery of outstanding debts and to this end to ensure the continuance of proper relations between the railways;

(d) to undertake, at the request of a Contracting State or of a transport undertaking with lines or services scheduled in the list provided for in Article 58 of this Convention, the task of conciliation, by offering its good offices or mediation or otherwise, with a view to settling disputes between such States or undertakings arising from the interpretation or application of this Convention;

(e) to give, at the request of the parties, whether States, transport undertakings or users, an advisory opinion concerning disputes arising from the interpretation or application of this Convention;

(f) to assist in the determination by arbitration of disputes arising from the interpretation or application of this Convention;

(g) to examine requests for the amendment of this Convention and to propose, when necessary, that the Conferences provided for in Article 67 of this Convention be convened.

2. The location, composition, organisation and finance of the aforesaid Office, and its administration and control, shall be regulated by the provisions of Annex V¹ to this Convention. Such provisions and any amendments made thereto by agreement between all the Contracting States shall have the same validity and duration as this Convention.

Article 58

List of lines to which the Convention applies

1. The Central Office provided for in Article 57 of this Convention shall compile and keep up to date the list of the lines to which this Convention applies. For this purpose Contracting States shall notify the Office of any addition to the list or any removal therefrom of the lines of a railway or the services of an undertaking referred to in Article 2 of this Convention.

2. The addition of a new line for the purpose of international traffic shall not be effective until one month after the date of the letter from the Central Office notifying the other States of the inclusion of that line in the list.

3. The Central Office shall remove a line from the list immediately on receipt of notification from the Contracting State at whose request the line was included in the list that the requirements of the Convention in respect of that line can no longer be fulfilled.

4. The receipt of notification from the Central Office shall be sufficient authority for any railway to discontinue immediately all international traffic relations in regard to a line removed from the list, except in respect of traffic already in transit, which shall be carried to its destination.

Article 59

Special provisions for certain types of transport. Supplementary provisions

1. Conveyance of private owners' wagons shall be subject to the provisions of Annex VII to this Convention.

2. Carriage of containers shall be subject to the provisions of Annex VIII to this Convention.

3. In the case of express parcels traffic railways may, by including appropriate provisions in their tariffs, agree special conditions in accordance with Annex IX to this Convention.

4. In the case of the following types of transport:
   (a) carriage under a negotiable document,
   (b) carriage of goods to be delivered only against return of the duplicate consignment note,
   (c) carriage of newspapers,
   (d) carriage of goods intended for fairs or exhibitions,
   (e) carriage of loading appliances and of equipment for protection of goods in transit against heat or cold,

   two or more Contracting States by special agreement, or railways by the inclusion of appropriate clauses in their tariffs, may agree conditions adapted to these types of carriage and differing from those of this Convention; in particular, a transport document differing from that prescribed in Annex II to this Convention may be specified.

5. Any supplementary provisions which Contracting States or participating railways may publish with a view to the operation of this Convention shall be notified by them to the Central Office.

Agreements to adopt such provisions may be put into force on the railways which have entered into them, in the manner required by the law and regulations of each State, but the agreements may not derogate from the provisions of this Convention.

The Central Office shall be notified of the coming into force of such agreements.

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N° 3442
Article 60

Regulation of disputes by arbitration

1. Whether this Convention is applied by national law or by contract, disputes concerning the interpretation or the application of the Convention and of any supplementary provisions promulgated by certain Contracting States and of special agreements provided for in Article 59 (4) of this Convention may, at the request of the parties, be submitted to arbitration tribunals the composition and procedure of which form the subject of Annex X¹ to this Convention.

2. Nevertheless, in the case of disputes between States, the parties are not bound by the provisions of Annex X and may freely determine the composition of the arbitration tribunal and the arbitration procedure.

3. At the request of the parties the arbitration tribunal may exercise jurisdiction:

   (a) without prejudice to any right of the parties to have recourse to other legal procedure for the settlement of disputes,

   (i) in respect of disputes between Contracting States,

   (ii) in respect of disputes between Contracting States on the one hand and non-Contracting States on the other,

   (iii) in respect of disputes between non-Contracting States,

if, in the case of (ii) and (iii) above, the Convention is applied by national law or by contract;

   (b) in respect of disputes between transport undertakings;

   (c) in respect of disputes between transport undertakings and users;

   (d) in respect of disputes between users.

4. The extension periods of limitation and the accrual of fresh rights of action in respect of a claim founded on an international contract of carriage which has been referred to arbitration under this Article shall be determined by the law applicable in the court in which an action on that claim could otherwise have been brought.

5. Awards made by arbitration tribunals against transport undertakings or users shall become enforceable in each of the Contracting States as soon as the formalities required by the State in which enforcement is to take place have been complied with.

PART V

SPECIAL PROVISIONS

Article 61

Temporary derogations

1. If the economic and financial position of any State is such as to cause serious difficulty in applying the provisions of Chapter III of Part III of this Convention, each State may, either by the insertion of provisions in tariffs, or by action on its part such as general or special authorisation to railway administrations, derogate from the provisions of Articles 17, 19 and 21 of this Convention and determine in relation to specified traffic:

(a) that consignments from the territory of the State so acting shall be forwarded charges paid,
   (i) as far as its frontiers and no further, or
   (ii) at least as far as its frontiers;

(b) that consignments to destinations in the State so acting shall be forwarded charges paid,
   (i) at least as far as its frontiers to the extent that the country of despatch has not imposed the restriction provided for in (a) (i) above, or
   (ii) at most as far as its frontiers;

(c) that consignments from or to its territory may not be made subject to any "cash on delivery" charges and that no disbursements shall be allowed or that such charges and disbursements shall only be allowed within certain limits;

(d) that the sender shall not be permitted to modify the contract of carriage in matters affecting the country of destination, payment of charges and "cash on delivery" charges.

2. Under the foregoing conditions States may, by giving general or special authority to railway administrations, derogate from the provisions of Articles 17, 19, 21 and 22 of this Convention and determine in their reciprocal arrangements:

(a) that the rules for the payment of charges shall be specially fixed by agreement between the railways concerned, so however that such rules may not prescribe methods of payment other than those provided for in Article 17 of this Convention;

(b) which requests, if any, for modification of the contract of carriage shall not be allowed.
3. Measures taken in accordance with paragraphs 1 and 2 of this Article shall be notified to the Central Office.

The measures set out in paragraph 1 above shall come into force at earliest after the expiry of a period of eight days from the date on which the Central Office shall have notified such measures to the other States.

The measures set out in paragraph 2 above shall come into force at earliest after the expiry of a period of two days from the date of their publication in the States concerned.

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

Article 62

Liability in respect of rail-sea traffic

1. In rail-sea transport by the services referred to in Article 2 (1) of this Convention each State may, when requesting that such services be included in the list of lines governed by the Convention, indicate that the following grounds of exemption from liability will apply in their entirety in addition to those provided for in Article 27 of this Convention.

The carrier may only avail himself of these grounds of exemption if he proves that the loss, damage or delay in delivery occurred in the course of carriage by sea between the time when the goods were loaded on board the ship and the time when they were unloaded from the ship.

The grounds of exemption are as follows:

(a) act, neglect or default of the master, mariner, pilot, or the servants of the carrier in the navigation or in the management of the ship;

(b) unseaworthiness of the ship, if the carrier proves that the unseaworthiness was not due to lack of due diligence on his part to make the ship seaworthy, to secure that it is properly manned, equipped and supplied or to make all parts of the ship in which goods are carried fit and safe for their reception, carriage and preservation;

(c) fire, if the carrier proves that it was not caused by his act or default, or that of the master, mariner, pilot, or that of 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 carriage of goods on the deck of the ship, if they are so carried with the consent of the sender given in the consignment note and that they are not in wagons.

The above grounds of exemption do not affect the general obligations of the carrier and, in particular, his obligation to exercise due diligence to make

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the ship seaworthy, to secure that it is properly manned, equipped and supplied
and to make all parts of the ship in which goods are carried fit and safe for
their reception, carriage and preservation.

Even when the carrier can rely on the foregoing grounds of exemption, he
shall nevertheless remain liable if the person entitled to claim proves that the
loss, damage or delay in delivery is due to fault of the carrier, master, mariner,
pilot, or of the carrier's servants other than that referred to in (a) above.

2. Where the same sea route is served by several undertakings included
in the list provided for in Article 1 of this Convention, the rules of liability
shall be the same for all those undertakings. In addition where such under-
takings have been included at the request of several States, the adoption of such
rules of liability 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 not come into force before the expiry of thirty days from
the date of the letter by which the Central Office notified such measures to
the other States.

Consignments in transit shall not be affected by such measures.

PART VI

FINAL PROVISIONS

Article 63

Signature

This Convention, of which the Annexes form an integral part, shall remain
open until 1st March, 1953, for signature by the States which have been invited
to be represented at the Ordinary Revision Conference.

Article 64

Ratification. Coming into force

This Convention shall be subject to ratification and the instruments of
ratification shall be deposited with the Swiss Government as soon as possible.
When the Convention has been ratified by fifteen States, the Swiss Govern-
ment shall consult the Governments concerned with a view to examining with
them the possibility of bringing the Convention into force.
Article 65

Accession to the Convention

1. Any non-signatory State wishing to accede to this Convention shall address its application to the Swiss Government, who shall transmit it to all the Contracting States together with a note from the Central Office on the position of the railways of the applicant State from the standpoint of international transport.

2. Unless within six months of the date of such notification at least two States have notified the Swiss Government of their opposition, the application shall be deemed to be accepted and the applicant State and all the Contracting States shall be notified accordingly by the Swiss Government.

In the contrary case, the Swiss Government shall notify all the Contracting States and the applicant State that examination of the application has been adjourned.

3. Every accession shall take effect one month after the date of the notification sent by the Swiss Government, or, if at the expiry of this period the Convention has not yet come into force, at the date of its coming into force.

Article 66

Duration of the obligation of Contracting States

1. The duration of this Convention shall be unlimited. Any Contracting State may, however, withdraw subject to the following conditions:

The Convention shall have effect for every Contracting State until the 31st December of the fifth year following its coming into force. Any State wishing to withdraw at the expiry of this period shall notify its intention at least one year in advance to the Swiss Government, who shall inform all the other Contracting States.

Failing such notification within the period specified, each Contracting State shall remain bound by the Convention for a further period of three years, and shall continue to be so bound thereafter for three-year periods unless it denounces the Convention at least one year before the 31st December of the final year of one of the three-year periods.

2. States admitted as parties to the Convention during the five-year period or during one of the three-year periods shall be bound until the end of that period, and thereafter until the end of each of the following periods in so far as they have not denounced the Convention at least one year before the expiry of one such period.

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Article 67

Revision of the Convention

1. Delegates of the Contracting States shall meet to revise the Convention and shall be summoned for that purpose by the Swiss Government not later than five years after the coming into force of this Convention. A Conference shall be convened before that time on the request of at least one-third of the Contracting States.

With the agreement of the majority of the Contracting States, the Swiss Government may also invite non-Contracting States to attend.

With the agreement of the majority of the Contracting States, the Central Office may invite to the Conference representatives of:

(a) intergovernmental organisations which are concerned with transport matters;
(b) international non-governmental organisations dealing with transport.

Participation in the proceedings by delegations of non-Contracting States and of the said international organisations shall be determined by the rules of procedure adopted at each Conference.

With the agreement of the majority of Governments of the Contracting States, the Central Office may, before Ordinary and Extraordinary Revision Conferences, convene Commissions to make preliminary examinations of revision proposals. The provisions of Annex VI to this Convention shall apply to such Commissions, with any necessary modifications.

2. Upon the coming into force of a new Convention resulting from a Revision Conference, the preceding Convention shall thereby be rendered void even in respect of Contracting States which do not ratify the new Convention.

3. In the intervals between revision conferences, Articles 3, 4, 6, 13, 17, 19, 21, 22, 23, 24, 25, 47, 48, 49 and 52 of this Convention and Annexes II, III, IVa, IVb, IX and X to this Convention may be brought up to date by a Revision Commission. The composition and procedure of this Commission shall be in accordance with the provisions of Annex VI to this Convention.

The decisions of the Revision Commission shall be notified immediately to the Governments of the Contracting States through the Central Office. The decisions shall be deemed to be accepted unless within three months from the date of such notification at least five Governments have lodged objections; and shall come into force on the first day of the sixth month following the month in which the Central Office shall have brought them to the notice of the Governments of the Contracting States. The Central Office shall indicate that date when communicating the decisions.
4. In order to adapt to current requirements
   (a) the Rules relating to substances and articles not acceptable for carriage
       or acceptable only under certain conditions (Annex I),
   (b) the International Regulations concerning the transport of private
       owners' wagons (Annex VII), and
   (c) the International Regulations concerning the transport of containers
       (Annex VIII),
there shall be set up Commissions of Experts, whose composition and procedure
shall be in accordance with the provisions of Annex VI to this Convention.

The decisions of the Commissions of Experts shall be conveyed immediately
to the Governments of the Contracting States through the Central Office. The
decisions shall be deemed to be accepted unless within a period of three
months from the date of notification not less than five Governments of Con-
tracting States have lodged objections and shall come into force on the first
day of the third month following that during which the Central Office shall
have notified their acceptance to the Governments of the Contracting States.
The Central Office shall indicate that date when communicating the decisions.

**Article 68**

*Texts of the Convention. Official translations*

This Convention has been concluded and signed in the French language
in accordance with established diplomatic practice.

There shall be attached to the French text German, English and Italian
texts having the status of official translations.

In case of divergence, the French text shall prevail.

IN WITNESS WHEREOF, the plenipotentiaries hereinafter mentioned, furnished
with full powers which have been found to be in good order and proper form,
have signed this Convention.

DONE at Berne, this 25th day of October, one thousand nine hundred and
fifty-two, in one original which shall be deposited in the archives of the Swiss
Confederation, an authentic copy of which shall be sent to each of the Parties.

The Convention was signed, on behalf of the States listed below, by the same
plenipotentiaries who signed the Final Act of 25 October 1952 and in the same
order.

[For the names of the plenipotentiaries, see pp. 354 and 355 of this volume]

Austria  Italy  Sweden
Belgium  Liechtenstein  Switzerland
Bulgaria  Luxembourg  Czechoslovakia
Denmark  Norway  Turkey
Spain  Netherlands  Yugoslavia
Finland  Poland  United Kingdom of Great Britain and Northern Ireland
France  Portugal  Lebanon
Greece  Romania
Hungary