

CMR CONVENTION

CONVENTION ON THE CONTRACT FOR THE INTERNATIONAL CARRIAGE OF GOODS BY ROAD - CMR

**(Approved by Decree Law 46.235, of 18/3/1965 and
amended, in article 23, by Decree 28, of 6/9/1988)**

CONVENTION STRUCTURE

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Preamble

The Contracting Parties, having recognized the usefulness of uniformly regulating the conditions of the contract for the international carriage of goods by road, in particular as regards the documents used for such carriage and the liability of the carrier, have agreed as follows:

CHAPTER I

Scope of application

ARTICLE 1.

1. This Convention shall apply to all contracts for the carriage of goods by road for reward by means of vehicles where the place of loading of the goods and the intended place of delivery, as indicated in the contract, are situated in two different countries, one of which at least is a contracting country, and irrespective of the domicile and nationality of the parties.
2. For the application of this Convention, "vehicles" shall mean cars, articulated vehicles, trailers and semi-trailers as defined in Article 4 of the Road Convention of 19 September 1949.
3. This Convention also applies when the transport covered by its scope is carried out by States or by government institutions or organizations.
4. This Convention shall not apply:
 - a) Transport carried out under international postal conventions;
 - b) Funeral transport;
 - c) Transport of furniture due to change of address.
5. The Contracting Parties undertake not to make any amendments to this Convention by means of private agreements between two or more of them, except in order to render it inapplicable to their frontier traffic or to authorize the use, in transport carried out entirely within their territory, of the consignment note representing the goods.

ARTICLE 2.

1. If the vehicle containing the goods is transported for part of the journey by sea, rail, inland waterway or air, and the goods, unless the provisions of Article 14 apply, are not unloaded from it, this Convention shall nevertheless apply to the whole of the transport.

However, in so far as it is proved that any loss, damage or delay in the delivery of the goods, which occurred during carriage by any means other than by road, was not caused by any act or omission of the road transport operator, and is proved in fact to have occurred only during and by reason of the carriage not by road, the liability of the road transport operator shall be determined, not by this Convention, but by the manner in which the liability of the non-road carrier would have been determined if a contract of carriage had been concluded between the consignor and the non-road carrier solely for the carriage of the goods in accordance with the mandatory provisions of the law relating to the carriage of goods by a means of transport other than road. However, in the absence of such provisions, the

The liability of the road transport operator shall be determined by this Convention.

2. If the road transport operator is at the same time the non-road transport operator, his liability shall also be determined by paragraph 1, as if his function as road transport operator and that of non-road transport operator were exercised by two different persons.

CHAPTER II

Persons for whom the carrier is responsible

ARTICLE 3.

For the purpose of applying this Convention, the carrier shall be liable, as if committed by himself, for the acts and omissions of his servants and of all other persons whose services he makes use of for the performance of the carriage, when such servants or other persons are acting in the course of their employment.

CHAPTER III

Conclusion and execution of the transport contract

ARTICLE 4.

The contract of carriage shall be established by means of a consignment note. The absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract of carriage, which shall continue to be subject to the provisions of this Convention.

ARTICLE 5.

1. The consignment note is drawn up in three original copies signed by the consignor and the carrier, and these signatures may be printed or replaced by the seals of the consignor and the carrier, if the legislation of the country where the consignment note is completed allows this.
The first copy is given to the shipper, the second accompanies the goods and the third is kept by the carrier.
2. When the goods to be transported are loaded onto different vehicles, or when different types of goods or different batches are involved, the consignor or the carrier has the right to demand that as many declarations be completed as there are vehicles to be used or as many types or batches of goods.

ARTICLE 6.

1. The shipping declaration must contain the following information:
 - a) Place and date on which it is filled in;
 - b) Name and address of the sender;

- c) Name and address of the carrier;
 - d) Place and date of loading of the goods and expected place of delivery;
 - e) Name and address of the recipient;
 - f) Common name for the nature of the goods and method of packaging and, in the case of dangerous goods, their generally accepted name;
 - g) Number of volumes, special marks and numbers;
 - h) Gross weight of goods or quantity otherwise expressed;
 - i) Transport costs (price of transport, ancillary costs, customs duties and other costs arising from the conclusion of the contract until delivery);
 - j) Instructions required for customs and other formalities;
 - k) Indication that transport is subject to the regime established by this Convention, despite any clause to the contrary,
2. Where appropriate, the consignment note must also contain the following information:
- a) Prohibition of transshipment;
 - b) Expenses borne by the consignor;
 - c) Amount receivable on delivery of the goods;
 - d) Declared value of the goods and the amount representing the special interest on delivery;
 - e) Instructions from the shipper to the carrier regarding the insurance of the goods;
 - f) Agreed deadline within which transport must take place;
 - g) List of documents delivered to the carrier.
3. The parties may include in the consignment note any other information they consider useful.

ARTICLE 7.

1. The consignor shall be liable for all expenses, losses and damages suffered by the carrier as a result of the inaccuracy or insufficiency:
- a) The indications mentioned in Article 6(1)(b), (d), (e), (f), (g), (h) and (j);
 - b) Of the indications mentioned in Article 6, paragraph 2;
 - c) Any other indications or instructions you give for filling in the consignment note or for including in it.
2. If the carrier, at the request of the consignor, enters the particulars mentioned in paragraph 1 of this article on the consignment note, he shall be deemed, until proved otherwise, to be acting on behalf of the consignor.
3. If the consignment note does not contain the mention provided for in Article 6. Paragraph 1, k), the carrier shall be liable for all expenses, losses and damages suffered by the person entitled to the goods as a result of this omission.

ARTICLE 8.

1. When looking after goods, the carrier has a duty to check:

- a) The accuracy of the information on the consignment note about the number of packages, marks and numbers;
 - b) The apparent condition of the goods and their packaging.
2. If the carrier has no reasonable means of verifying the accuracy of the particulars mentioned in paragraph 1(a) of this article, he shall enter reservations on the consignment note which must be substantiated. In the same way, he must substantiate any reservations he makes about the apparent condition of the goods and their packaging. These reservations shall not be binding on the consignor if he has not expressly accepted them in the consignment note.
 3. The consignor has the right to demand that the carrier verify the gross weight of the goods or their quantity as otherwise expressed. They may also demand verification of the contents of the packages.
The carrier may claim payment of the verification costs. The result of the checks will be mentioned on the consignment note.

ARTICLE 9.

1. The consignment note, until proven otherwise, is proof of the terms of the contract and of receipt of the goods by the carrier.
2. In the absence of an indication of the carrier's reasoned reservations on the consignment note, it shall be presumed that the goods and packaging were in apparent good condition at the time the carrier took them over, and that the number of packages, marks and numbers conformed to the particulars on the consignment note.

ARTICLE 10.

The consignor is liable to the carrier for damage to persons, material or other goods, as well as for expenses arising from a defect in the packaging of the goods, unless the carrier, being aware of the defect at the time he took over the goods, made no reservations about it.

ARTICLE 11.

1. In order to fulfil the customs and other formalities to be observed until the goods are delivered, the consignor must enclose with the consignment note, or make available to the carrier, the necessary documents and provide them with all the information requested.
2. The carrier is under no obligation to check that these documents and information are accurate or sufficient. The consignor is liable to the carrier for any damage resulting from the lack, insufficiency or irregularity of these documents and information, except in the case of the carrier's fault.

3. The carrier shall be liable as if he were an agent for the consequences of the loss or inaccurate use of the documents mentioned in the consignment note and accompanying it or delivered to him; however, the compensation to which he is liable shall not exceed that which would have been due in the event of the loss of the goods.

ARTICLE 12.

1. The consignor has the right to dispose of the goods, in particular by asking the carrier to suspend their carriage, to change the place of delivery and to deliver the goods to a consignee other than the one indicated in the consignment note.
2. This right ceases when the second copy of the consignment note is delivered to the consignee or the latter asserts the right provided for in Article 13(1); from that moment on, the carrier must comply with the consignee's orders.
3. The right of disposal, however, belongs to the consignee from the moment the consignment note is completed if the consignor enters this on the note.
4. If the consignee, in the exercise of his right of disposal, orders the delivery of the goods to another person, the latter may not designate other consignees.
5. The exercise of the right of disposal is subject to the following conditions:
 - a) The consignor or, in the case mentioned in paragraph 3 of this article, the consignee, who wishes to exercise this right, must present the first copy of the consignment note, on which the new instructions given to the carrier must be entered, and must compensate the carrier for the costs and damage caused by carrying out these instructions;
 - b) This execution must be possible at the moment the instructions reach the person who has to carry them out, and must not hinder the normal operation of the carrier's business, nor jeopardize the consignors or recipients of the consignments;
 - c) The instructions should never cause the consignment to split.
6. When the carrier, by virtue of the provisions indicated in paragraph 5(b) of this article, is unable to carry out the instructions he has received, he must immediately notify the person who gave those instructions.
7. A carrier who fails to comply with the instructions given in accordance with the conditions laid down in this Article, or who complies with those instructions without requiring the presentation of the first copy of the consignment note, shall be liable to the party concerned for the damage caused thereby.

ARTICLE 13.

1. Once the goods have arrived at the place scheduled for delivery, the consignee has the right to ask for the second copy of the consignment note to be delivered to him, all against a document of receipt. If the

The consignee shall be authorized to enforce the rights resulting from the contract of carriage in his own name against the carrier if the goods have not arrived by the deadline provided for in Article 19.

2. The consignee who uses the rights granted to him under paragraph 1 of this article shall be obliged to pay the value of the credits resulting from the consignment note. In the event of a dispute in this regard, the carrier shall only be obliged to deliver the goods if the consignee provides him with a security.

ARTICLE 14.

1. If for any reason performance of the contract under the conditions laid down in the consignment note is or becomes impossible before the goods arrive at the place scheduled for delivery, the carrier must request instructions from the person entitled to dispose of the goods in accordance with Article 12.
2. However, if circumstances allow the carriage to be carried out under conditions other than those provided for in the consignment note and if the carrier has not been able to obtain the instructions of the person entitled to dispose of the goods in accordance with Article 12 in time, he shall take the measures which appear to him to be in the best interests of the person entitled to dispose of the goods.

ARTICLE 15.

1. When delivery is impeded after the goods have arrived at the place of destination, the carrier shall ask the consignor for instructions. If the consignee refuses the goods, the consignor will have the right to dispose of them without having to present the first copy of the consignment note.
2. Even if the consignee has refused the goods, he can always ask for them to be delivered as long as the carrier has not received instructions to the contrary from the shipper.
3. If the impediment to delivery arises after the consignee has given the order to deliver the goods to another person in accordance with his right under Article 12, paragraph 3, the consignee replaces the consignor and the said other person replaces the consignee for the application of paragraphs 1 and 2 above.

ARTICLE 16.

1. The carrier shall be entitled to reimbursement of the costs incurred in requesting instructions or carrying them out, unless these costs are due to his fault.
2. In the cases provided for in Article 14(1) and Article 15, the carrier may immediately unload the goods at the expense of the person concerned; then

of unloading, the transport is deemed to have ended. The carrier then has custody of the goods. He can, however, entrust the goods to a third party, in which case he is only responsible for the judicious choice of that third party. The goods are still charged with the credits resulting from the consignment note and all other expenses.

3. The carrier may promote the sale of goods without waiting for instructions from the party concerned, when the deteriorable nature or condition of the goods justifies it or when the costs of safekeeping are disproportionate to the value of the goods. In other cases, it may also promote the sale if it has not received instructions to the contrary from the party concerned within a reasonable period of time, the fulfilment of which can be fairly demanded.
4. If the goods have been sold in accordance with this article, the proceeds of the sale must be made available to the person concerned, after deduction of the costs incurred by the goods. If these expenses exceed the proceeds of the sale, the carrier is entitled to the difference.
5. The way to proceed in the event of a sale is determined by the law or customs of the place where the goods are located.

CHAPTER IV

Carrier liability

ARTICLE 17.

1. The carrier is liable for total or partial loss or damage that occurs between the time the goods are loaded and the time they are delivered, as well as for delays in delivery.
2. The carrier shall be released from this liability if the loss, damage or delay was caused by a fault on the part of the person concerned, an order from the latter which is not the result of fault on the part of the carrier, a defect in the goods, or circumstances which the carrier could not avoid and the consequences of which he could not prevent.
3. In order to be released from liability, the carrier may not allege defects in the vehicle used for the carriage or fault on the part of the person to whom he has hired the vehicle or their agents.
4. Taking into account Article 18, paragraphs 2 to 5, the carrier is exempt from liability when the loss or damage results from the particular risks inherent in one or more of the following facts:
 - a) Use of open vehicles and not covered with tarpaulin, when this use is expressly adjusted and mentioned in the consignment note;

- b) Lack of or defective packaging for goods which, by their nature, are subject to loss or damage when unpacked or poorly packaged;
 - c) Maintenance, loading, stowage or unloading of goods by the consignor or consignee or by persons acting on behalf of the consignor or consignee;
 - d) The nature of certain goods, which are subject, for reasons inherent to that nature, either to total or partial loss, or to damage, especially by fracture, rust, internal and spontaneous deterioration, drying out, spillage, normal breakage or the action of vermin and rodents;
 - e) Insufficient or imperfect markings or volume numbers;
 - f) Transport of live animals.
5. If the carrier, by virtue of this article, is not liable for certain factors that caused the damage, his liability shall only be engaged to the extent that the factors for which he is liable by virtue of this article contributed to the damage.

ARTICLE 18.

1. It is the carrier's responsibility to prove that the loss, damage or delay was caused by one of the facts set out in Article 17, paragraph 2.
2. When the carrier proves that the loss or damage, taking into account the factual circumstances, resulted from one or more of the particular risks provided for in Article 17, paragraph 4, it shall be presumed that it resulted from them. The party concerned may, however, prove that the loss or damage was not wholly or partly caused by one of these risks.
3. The above presumption shall not apply in the case provided for in Article 17, paragraph 4, a), if there is a shortage of an abnormal amount or loss of volume.
4. If the transport is carried out by means of a vehicle equipped in such a way as to prevent the goods from being influenced by heat, cold, variations in temperature or humidity, the carrier may not invoke the benefit of Article 17(4)(d) unless he provides proof that, taking into account the circumstances, all the measures incumbent on him with regard to the choice, maintenance and use of such equipment have been taken and that he has complied with the special instructions given to him.
5. The carrier may only invoke the benefit of Article 17(4)(f) if he provides proof that, taking into account the circumstances, he took all the measures normally incumbent upon him and complied with any special instructions he may have been given.

ARTICLE 19.

Delivery is delayed when the goods have not been delivered within the agreed time, or, if no time has been agreed, when the actual duration of the transport, taking into account the circumstances, and in particular, in the case of a partial load, the time

necessary to assemble a full load under normal conditions, exceed the time that it is reasonable to allocate to diligent hauliers.

ARTICLE 20.

1. The person concerned, without having to provide further proof, may consider the goods to be lost if they have not been delivered within 30 days of the expiry of the agreed time limit or, if no time limit has been agreed, within 60 days of the delivery of the goods to the carrier.
2. The person concerned, on receiving payment of the compensation for the lost goods, may request in writing that he be notified immediately if the goods turn up during the year following payment of the compensation. Receipt of this request will be acknowledged in writing.
3. Within 30 days of receiving this notice, the interested party may demand that the goods be delivered to him against payment of the claims resulting from the consignment note and against reimbursement of the compensation he has received, any expenses included in this compensation being deducted, and reserving all rights to compensation for delay in delivery as provided for in Article 23 and, where applicable, Article 26.
4. In the absence either of the request provided for in paragraph 2 or of instructions given within the 30-day period provided for in paragraph 3, or in the event that the goods do not appear until more than one year after payment of the compensation, the carrier shall dispose of them in accordance with the law of the place where the goods are located.

ARTICLE 21.

If the goods are delivered to the consignee without collection of the reimbursement that should have been received by the carrier by virtue of the provisions of the contract of carriage, the carrier must compensate the consignor up to the value of the reimbursement, unless he proceeds against the consignee.

ARTICLE 22.

1. If the consignor delivers dangerous goods to the carrier, he shall inform him of the exact nature of the danger they present and, where appropriate, indicate the precautions to be taken. If this warning is not mentioned in the consignment note, it shall be for the consignor or the consignee to prove, by any other means, that the carrier was aware of the exact nature of the danger posed by the transport of the said goods.
2. Dangerous goods of which the carrier was not aware of the danger under the conditions laid down in paragraph 1 of this article may be unloaded, destroyed or rendered harmless by the carrier at any time and place without any compensation: the consignor, in addition to

In addition, it shall be liable for all costs and damages resulting from their having been delivered for transport or from their transport.

ARTICLE 23.

1. Where the carrier is charged compensation for total or partial loss of the goods under the provisions of this Convention, such compensation shall be calculated according to the value of the goods at the place and time when they are accepted for carriage.
2. The value of the goods will be determined by the stock exchange quotation or, failing that, by the current market price or, failing both, by the usual value of goods of the same nature and quality.
3. *However, **the** compensation may not exceed 8.33 units of account per kilogram of gross weight missing.
4. In addition, the price of transport, customs duties and other costs incurred in transporting the goods will be reimbursed in full in the event of a total loss and in proportion in the event of a partial loss; no other damages will be due.
5. In the event of delay, if the person concerned proves that damage has been caused, the carrier must pay compensation for this damage, which may not exceed the price of the transport.
6. Higher compensation can only be claimed in the event of a declaration of the value of the goods or a declaration of special interest on delivery, in accordance with Articles 24 and 26.
7. ***The** unit of account referred to in this Convention shall be the Special Drawing Right as defined by the International Monetary Fund. The amount referred to in paragraph 3 of this Article shall be converted into the national currency of the State in which the court seized of the dispute is situated on the basis of the value of that currency on the date of the judgment or on a date agreed by the parties. The value, in terms of special drawing rights, of the national currency of a State which is a member of the International Monetary Fund shall be calculated in accordance with the valuation method which the International Monetary Fund is applying at the time to its own operations and transactions. The value, as a special drawing right, of the national currency of a State which is not a member of the International Monetary Fund shall be calculated in the manner determined by that State.
8. ***However**, a State which is not a member of the International Monetary Fund and whose legislation does not permit the provisions of paragraph 7 of this Article to be applied may, at the time of ratification of the Protocol to the CMR or accession thereto, or at any time thereafter, declare that it sets the limit of the liability provided for in paragraph 3 of this Article and applicable in its territory at 25 monetary units. The monetary unit referred to in this paragraph corresponds to 10/31 grams of gold at 0.900 fineness. A

The amount indicated in this paragraph shall be converted into national currency in accordance with the legislation of the State concerned.

9. *The calculation referred to in the last sentence of paragraph 7, as well as the conversion referred to in paragraph 8 of this Article, shall be carried out in such a way as to express in the national currency of the State, as far as possible, the same real value as that expressed in units of account in paragraph 3 of this Article. At the time of the deposit of any instrument pursuant to Article 3 of the Protocol to the CMR and whenever there is a change in their methods of calculation or in the value of their national currency in relation to the monetary unit, States shall communicate to the Secretary-General of the United Nations their method of calculation, in accordance with paragraph 7 of this Article, or the results of the conversion, in accordance with paragraph 8 of this Article, as the case may be.

ARTICLE 24.

The consignor may mention in the consignment note, against payment of a price supplement to be agreed, a value of the goods that exceeds the limit mentioned in paragraph 3 of Article 23, in which case the declared value replaces that limit.

ARTICLE 25.

1. In the event of damage, the carrier shall pay the value of the depreciation calculated according to the value of the goods determined in accordance with Article 23, paragraphs 1, 2 and 4.
2. However, the compensation cannot exceed.
 - a) The value it would reach in the event of a total loss, if the entire shipment depreciated as a result of the damage;
 - b) The value it would reach in the event of the loss of the depreciated part, if only part of the shipment was depreciated by the damage.

*Redaction contained in the 1978 Protocol to the CMR Convention, approved, by accession, by Decree no. 28/88 of 6 September.

ARTICLE 26.

1. The consignor may set, by mentioning it in the consignment note and against payment of a price supplement to be agreed, the value of a special interest on delivery in the event of loss or damage and in the event of exceeding the agreed time limit.
2. If special interest is declared on delivery, compensation equal to the additional damage proved may be claimed, irrespective of the compensation provided for in Articles 23, 24 and 25, up to the value of the interest declared.

ARTICLE 27.

1. The person concerned can claim interest on compensation. This interest, calculated at the rate of 5 per cent per annum, runs from the day on which the claim is addressed in writing to the carrier, or, if there is no claim, from the day on which legal action is taken.
2. When the elements used to calculate the compensation are not expressed in the currency of the country where payment is required, the conversion is made using the exchange rate of the day and place of payment of the compensation.

ARTICLE 28.

1. Where, under the applicable law, loss, damage or delay occurring during carriage subject to this Convention may give rise to a non-contractual claim, the carrier may avail himself of the provisions of this Convention which exclude his liability, or which determine or limit the compensation due.
2. When the non-contractual liability for loss, damage or delay of one of the persons for whom the carrier is liable under Article 3 is called into question, that person may also avail himself of the provisions of this Convention which exclude the liability of the carrier, or which determine or limit the compensation due.

ARTICLE 29.

The carrier shall not be entitled to avail himself of the provisions of this Chapter which exclude or limit his liability or which shift the burden of proof if the damage arises from his willful misconduct or a fault attributable to him which, according to the law of the jurisdiction judging the case, is considered equivalent to willful misconduct.

CHAPTER V

Claims and actions; Limitation period

ARTICLE 30.

1. If the consignee receives the goods without checking their condition with the carrier, or without having made reservations to the carrier indicating the general nature of the loss or damage, at the latest at the time of delivery in the case of apparent loss or damage, or within seven days of delivery, not including Sundays and public holidays, in the case of non-apparent loss or damage, it shall be presumed, until proven otherwise, that the goods were received in the condition described in the consignment note.
The reservations indicated above must be made in writing in the case of loss or damage that is not apparent.

2. When the condition of the goods has been checked contradictorily by the consignee and the carrier, proof to the contrary of the result of this check can only be made if it concerns non-apparent loss or damage and if the consignee has submitted written reservations to the carrier within seven days, Sundays and public holidays not included, of this check.
3. A delay in delivery can only give rise to compensation if a reservation has been made in writing within 21 days of the goods being made available to the recipient.
4. The date of delivery or, as the case may be, the date on which the goods are checked or made available, shall not be counted in the time limits provided for in this Article.
5. The carrier and the consignee shall give each other all reasonable facilities for the necessary observations and checks.

ARTICLE 31

1. For all disputes arising out of transport subject to this Convention, the plaintiff may have recourse, in addition to the jurisdictions of the contracting countries designated by mutual agreement of the parties, to the jurisdiction of the country in the territory of which:
 - a) The defendant has his habitual residence, his principal place of business or the branch or agency through which the contract of carriage was made, or
 - b) The place where the goods are loaded or the place where they are to be delivered is located,

And you can only turn to these jurisdictions.

2. Where, in a dispute provided for in paragraph 1 of this Article, an action is pending before a court having jurisdiction under that paragraph, or where that court has given judgment in the dispute, no further action may be brought for the same cause between the same parties unless the judgment of the court before which the first action was brought cannot be enforced in the country where the new action is brought.
3. Where, in a dispute provided for in paragraph 1 of this Article, a judgement given by a court of a contracting country has become enforceable in that country, it shall also become enforceable in each of the contracting countries immediately upon completion of the formalities prescribed for that purpose in the country concerned. These formalities shall not entail any review of the case.
4. The provisions of paragraph 3 of this Article shall apply to contradictory judgements, omitted judgements and court settlements, but shall not apply to judgements enforceable only by provision or to awards of damages imposed in addition to costs against a complainant as a result of the total or partial rejection of his complaint.
5. No security may be required from nationals of contracting countries who are domiciled or established in one of these countries to guarantee payment of expenses

caused by legal proceedings arising out of transport operations subject to this Convention.

ARTICLE 32

1. Actions that may arise from transport subject to this Convention shall be time-barred within one year. However, the limitation period shall be three years in the case of willful misconduct, or misconduct which the law of the court seised considers to be equivalent to willful misconduct. The limitation period is counted:
 - a) From the day the goods were delivered, in the event of partial loss, damage or delay;
 - b) In the event of a total loss, from the 30th day after the expiry of the agreed period or, if no period has been agreed, from the 60th day after the goods have been handed over to the carrier;
 - c) In all other cases, from the expiry of a period of three months from the conclusion of the transport contract.

The day indicated above as the starting point of the limitation period is not included in the time limit.

2. A written claim suspends the limitation period until the day the carrier rejects the claim in writing and returns the documents attached to it. In the event of partial acceptance of the claim, the limitation period only resumes for the part of the claim that remains in dispute. Proof of receipt of the claim or reply and return of the documents is the responsibility of the party invoking this fact. Subsequent claims for the same purpose do not suspend the limitation period.
3. Apart from the provisions of paragraph 2 above, the suspension of the limitation period is governed by the law of the court seised. The same applies to the interruption of the limitation period.
4. The action that has lapsed can no longer be exercised, even in the form of a reconversion or exception.

ARTICLE 33

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

CHAPTER VI

Provisions concerning carriage by successive carriers

ARTICLE 34

If a transport operation governed by a single contract is carried out by successive road hauliers, each of them assumes responsibility for carrying out the total transport operation, and the second and each of the following hauliers, by accepting the goods and the consignment note, become parties to the contract under the conditions of the consignment note.

ARTICLE 35

1. The carrier who accepts the goods from the previous carrier will give you a signed and dated receipt. He must indicate his name and address on the second copy of the consignment note. Where appropriate, he shall indicate on this copy, as well as on the receipt, reservations similar to those provided for in Article 8, paragraph 2.
2. The provisions of Article 9 shall apply to relations between successive carriers.

ARTICLE 36

Unless it is a reconversion or an exception made in relation to a claim based on the same contract of carriage, an action for liability for loss, damage or delay may only be brought against the first carrier, the last carrier or the carrier who performed the part of the carriage in which the event causing the loss, damage or delay occurred; the action may be brought simultaneously against several of these carriers.

ARTICLE 37

The carrier who has paid compensation in accordance with the provisions of this Convention shall have the right to bring proceedings for the principal, interest and expenses against the carriers who participated in the performance of the contract of carriage, in accordance with the following provisions:

- a) The carrier who caused the damage is the only one who must pay the compensation, whether he paid it himself or whether it was paid by another carrier;
- b) When the damage was caused by two or more carriers, each must pay an amount proportional to its share of liability; if it is impossible to assess the shares of liability, each is liable in proportion to its share of the transport remuneration;
- c) If it is not possible to determine the hauliers to whom liability should be attributed, the burden of compensation shall be distributed among all the hauliers in the proportion laid down in b).

ARTICLE 38

If one of the hauliers becomes insolvent, the unpaid share will be distributed among all the other hauliers in proportion to their remuneration.

ARTICLE 39

1. The carrier against whom one of the appeals provided for in Articles 37 and 38 has been lodged may not contest the basis of the payment made by the carrier lodging the appeal when the compensation has been fixed by court decision, provided that he has been duly informed of the proceedings and has had the opportunity to intervene in them.

2. A carrier who wishes to bring an action may do so before the competent court of the country in which one of the carriers concerned has his habitual residence, principal place of business or the branch or agency through which the contract of carriage was made. The action may be brought in one and the same court against all the carriers concerned.
3. The provisions of Article 31, paragraphs 3 and 4, shall apply to judgements handed down in the appeals provided for in Articles 37 and 38.
4. The provisions of Article 32 shall apply to actions between carriers. However, the limitation period shall run either from the date of a final judicial decision fixing the compensation to be paid pursuant to the provisions of this Convention or, in the absence of such a decision, from the date of actual payment.

ARTICLE 40

Carriers may agree among themselves on provisions other than those in Articles 37 and 38.

CHAPTER VII

Nullity of stipulations contrary to the Convention

ARTICLE 41

1. Except as provided in Article 40, any stipulation which directly or indirectly modifies the provisions of this Convention shall be null and void. The nullity of such stipulations shall not imply the nullity of the other provisions of the contract.
2. In particular, any clause by which the carrier assigns itself the benefit of insuring the goods or any other similar clause would be null and void, as would any clause that transfers the burden of proof.

CHAPTER VIII

Final provisions

ARTICLE 42

1. This Convention shall be open for signature or accession by the member countries of the Economic Commission for Europe and by the countries admitted to the Commission in an advisory capacity in accordance with paragraph 8 of the mandate of that Commission.
2. Countries which may take part in certain work of the Economic Commission for Europe, in accordance with paragraph 11 of the mandate of that Commission, may become Contracting Parties to this Convention by acceding to it after its entry into force.

3. The Convention will be open for signature until 31 August 1956 inclusive. After that date, it will be open for accession.
4. This Convention shall be ratified.
5. Ratification or accession shall be effected by the deposit of an instrument with the Secretary-General of the United Nations.

NOTE: The **final provisions** contained in Articles 42 to 51 refer to the formalities for ratifying, acceding to and denouncing the Convention, which is why it has been decided not to transcribe them.

ARTICLE 43

1. This Convention shall enter into force on the 90th day after five of the countries mentioned in paragraph 1 of Article 42 have deposited their instruments of ratification or accession.
2. For each country that ratifies or accedes to this Convention after five countries have deposited their instruments of ratification or accession, this Convention shall enter into force on the 90th day following the deposit of that country's instrument of ratification or accession.

ARTICLE 44

1. Any Contracting Party may denounce this Convention by notification addressed to the Secretary-General of the United Nations.
2. The denunciation shall take effect twelve months after the date on which the Secretary General receives notification of it.

ARTICLE 45

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

ARTICLE 46

1. Any country, when depositing its instrument of ratification or accession or at any time thereafter, may declare, by notification addressed to the Secretary-General of the United Nations, that this Convention shall apply to all or part of the territories which it represents at the international level. The Convention shall apply to the territory or territories mentioned in the notification from the 90th day after the Secretary-General receives the notification or, if on that day the Convention has not yet entered into force, from the date of its entry into force.

2. Any country which has made, in accordance with the preceding paragraph, a declaration to the effect that this Convention applies to a territory which it represents at international level may, in accordance with Article 44, denounce the Convention in respect of that territory.

ARTICLE 47

Any dispute between two or more Contracting Parties concerning the interpretation or application of this Convention which the Parties are unable to settle by negotiation or otherwise may be submitted to the International Court of Justice at the request of any of the Contracting Parties concerned.

ARTICLE 48

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

ARTICLE 49

1. After this Convention has been in force for three years, any Contracting Party may, by notification addressed to the Secretary-General of the United Nations, request that a conference be convened to review this Convention. The Secretary-General shall communicate this request to all Contracting Parties and shall convene a review conference if, within four months of the communication sent, at least one quarter of the Contracting Parties inform him of their assent to the request.
2. If a conference is convened in accordance with the preceding paragraph, the Secretary-General shall give notice thereof to all Contracting Parties and invite them to submit, within three months, the proposals they would like the conference to examine. The Secretary-General shall communicate to all Contracting Parties the provisional agenda of the conference and the text of these proposals at least three months before the date of the opening of the conference.
3. The Secretary-General shall invite to any conference convened in accordance with this Article all the countries indicated in paragraph 1 of Article 42 and all the countries which have become Contracting Parties by application of paragraph 2 of Article 42.

ARTICLE 50

In addition to the notifications provided for in Article 49, the Secretary-General of the United Nations shall notify the countries referred to in Article 42(1) and the

countries that have become Contracting Parties through the application of paragraph 2 of Article 42.

- a) Ratifications and accessions under Article 42;
- b) The dates on which this Convention enters into force in accordance with Article 43 shall be determined in accordance with the procedure laid down in Article 43;
- c) Complaints under Article 44;
- d) The abrogation of this Convention in accordance with Article 45;
- e) Notifications received in accordance with Article 46;
- f) Declarations and notifications in accordance with Article 48(1) and (2).

ARTICLE 51

After 31 August 1956, the original of this Convention shall be deposited with the Secretary-General of the United Nations, who shall transmit duly certified copies thereof to each of the countries indicated in paragraphs 1 and 2 of Article 42.

In witness whereof the undersigned, being duly authorized thereto, have signed this Convention.

Done at Geneva this nineteenth day of May in the year one thousand nine hundred and fifty-six, in a single copy, in the English and French languages, both texts being equally authentic.