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INLAND TRANSPORT COMMITTEE

Principal Working Party on  
Inland Water Transport

(Thirty-seventh session, 17-19 November 1993)

DRAFTING A COMPENDIUM OF EXISTING PRINCIPAL STANDARD  
TERMS AND CONDITIONS FOR INTERNATIONAL TRANSPORT OF  
GOODS BY INLAND WATERWAYS

Addendum 1

Note by the secretariat

At its thirty-sixth session the Principal Working Party on Inland Water Transport decided to undertake the drafting of a compendium of existing principal standard terms and conditions for international transport of goods by inland waterways. To this end, Governments and River Commissions were requested to supply the secretariat with information concerning the organizations and private entities in their countries which, in their view, could be contacted in order to obtain the necessary documentation on the subject (TRANS/SC.3/R.130, para. 32).

The secretariat reproduces below the text of the Swiss Conditions for the Carriage of Goods on the Rhine (SRTB) of 1985 received from the Schweizerische Schifffahrtsvereinigung which was contacted by the secretariat on the advice of the Swiss Government.

The distribution of documents of the Inland Transport Committee and its subsidiary bodies is limited. They are distributed only to governments, to specialized agencies and to governmental and non-governmental organizations which take part in the work of the committee and of its subsidiary bodies, and should not be given to newspapers or periodicals.

SWISS CONDITIONS FOR THE CARRIAGE OF GOODS ON THE RHINE (SRTB), 1985

Article 1

Legal basis

1. These Conditions shall apply, as an integral part of the contract, to all parties to a Rhine or inland waterway transport operation (shipping company, carrier, actual carrier, shipper, consignor, consignee). No agreement deviating from these Conditions shall be valid unless concluded in writing.
2. Where no rule is provided by these Conditions, the provisions of the Federal Act of 23 September 1953 on maritime navigation under the Swiss flag (hereinafter referred to as "SSG") applicable to navigation on the Rhine and the other regulations and trade usages applicable to navigation on the Rhine shall apply; the matter shall otherwise be governed by Swiss law.
3. Carriage by tanker shall be governed in addition by the special provisions of article 19 of these Conditions.

Article 2

Responsibilities and obligations of the shipping company

1. "The shipping company" shall be whoever undertakes to perform the carriage of goods in inland waters and also whoever actually performs such carriage.
2. The shipping company must take over the goods at the agreed place of loading, carry them to the agreed place of destination and, at that place, deliver them to the authorized consignee.
3. Unless a particular ship has been agreed upon, the shipping company shall determine the ship with which the carriage is to be performed. It may entrust the performance of the carriage wholly or in part to an actual carrier, to whom these Conditions shall equally apply.
4. Containers generally, and other goods if this is consistent with shipping practice, may be loaded wholly or in part on the ship's deck or in open ships. The boatmaster shall be responsible for the necessary stability of the ship in accordance with normal shipping practice.
5. The shipping company shall be obliged to ensure the goods against hazards and risks of any kind only if expressly instructed to do so.
6. The servants and agents of the shipping company shall be the boatmaster, the members of the ship's crew and all other persons employed by the shipping company for performance of the carriage. The boatmaster shall be the representative of the shipping company and may assert and exercise all rights enjoyed by the shipping company under these Conditions on its behalf.

Article 3

Responsibilities and obligations of the shipper and consignor

1. The shipper and, where the latter is not also the consignor, the consignor must hand over the goods as stipulated to the shipping company for carriage, furnish all the data required for carriage (SSG, articles 106/107; OR, articles 441/442) and transmit all the necessary ship's papers, customs documents and other accompanying papers together with the goods. In the case of goods falling under the "Order concerning the Transport of Dangerous Goods on the Rhine" (ADNR) or the rules governing the transport of hazardous wastes, the relevant provisions must be complied with.
2. Goods which, because of their special character or natural composition, may damage other goods loaded in the same ship through emanation, transmission of odours, discolouration, oxidation or similar effects, or which are themselves exposed to such effects, must be suitably packed. Furthermore, precise instructions must be given to the shipping company regarding treatment of the goods on board ship, failing which the shipping company shall not be liable.
3. Should the ship be stopped or prevented from entering or leaving a port by reason of the absence, imprecision or inaccuracy of the data or of the accompanying papers or owing to failure of the shipper, consignor or consignee to observe any regulation, or should the goods be seized, the shipper, consignor or consignee who is at fault shall be liable for any delays, damage, costs, fines and other prejudice, as well as for demurrage payable, to the shipping company and to the other participants in the carriage.
4. The shipper and consignor shall guarantee to the shipping company that they are either the owners of the goods or have been authorized by the owner to ship the goods and to accept the present Conditions.

Article 4

Loading and unloading of the goods

1. Unless otherwise agreed, the shipping company shall be responsible for loading and unloading the goods and shall determine the place of loading and unloading and the transshipment enterprise.
2. If the proposed place of loading or unloading cannot be used by reason of an event or circumstance specified in article 11, paragraph 2, or if the inland vessel cannot proceed as far as the maritime vessel, the shipping company may request a different place of loading or unloading or a different manner of loading or unloading. Any resulting costs and additional expenses shall be charged to the goods.

3. The consignor must assure himself before the loading begins that the holds, pipes and pumps of the ship are sufficiently clean and dry for his goods. If no additional cleaning is requested before the beginning of loading, the holds, pipes and pumps shall be considered sufficiently clean and dry and claims for damage to the goods by reason of insufficient cleanness or dryness shall be excluded.

4. The consignee must give instructions for unloading and customs clearance in good time before the arrival of the ship at the place of destination; failing this, the shipping company shall take the necessary measures at the consignee's risk and expense.

5. If, in the case of option cargo, the place of unloading is not notified to the shipping company in writing at least 24 hours before arrival at the first option port, the shipping company may without any further formality proceed with carriage of the option cargo as far as the last option port.

#### Article 5

##### Loading and unloading time, demurrage

1. Where the consignor is responsible for loading the goods or the consignee for unloading them, they must load or unload at least 600 tonnes of bulk goods (especially cargo handled by bucket or grab) and 200 tonnes of general cargo or other goods per working day. In the case of smaller shipments or residual quantities, a quarter of a working day shall be made available for each quarter of the amount of goods to be loaded or unloaded. Where local regulations at a port or special branch regulations provide for other minimum quantities, these other regulations shall apply.

2. The loading and unloading time shall begin at the time on a working day at which the shipping company has notified to the consignor that the ship is ready for loading or to the consignee that the ship is ready for unloading, but at the earliest (unless otherwise agreed) 24 working hours after receipt of the notification. The loading and unloading period shall end at the time by which, in accordance with paragraph 1 above, the totality of the consignment must have been loaded or unloaded.

3. Readiness for loading and unloading must be notified during the normal local working hours of a working day. The notification shall also be effective if the ship has not yet arrived at the loading or unloading place, but it is considered not to have been delivered and must be repeated if the ship is not ready for loading or unloading at the beginning of the notified readiness time. Notification of readiness for loading and unloading may be made to the reporting address indicated in the carriage documents. If the consignor, consignee or reporting addressee cannot be reached, the notification may be made to the port authority upon arrival of the ship.

4. If the ship is not ready for loading and unloading by the notified time the shipping company must reimburse the cost of preparations for loading or unloading the ship, provided the delay is not attributable to an event or circumstances as specified in article 11, paragraph 2, which occurred after the notification was made.

5. Working days shall be all days of the week except Sundays and legal holidays. The hours of a working day between 05.00 and 21.00 hours (on Saturdays between 05.00 and 13.00 hours) shall be considered working hours.

6. If the loading time is exceeded by one half, the shipping company need not wait any longer but may, without further warning or delay, order the ship to proceed on its voyage and, in addition to demurrage costs in accordance with article 6, charge dead freight under article 9.

7. If the unloading time is exceeded by one half, or if the goods cannot be unloaded or delivered (or cannot be unloaded or delivered on time), or if acceptance of the goods or the payment of charges attaching to them is refused, the shipping company, even where it is responsible for unloading, shall be entitled to claim the rights according to OR articles 444 and 445 and may also claim demurrage until the complete unloading or acceptance of the goods.

#### Article 6

#### Demurrage

1. Should the consignor or the consignee, where they are responsible for the loading or unloading of the goods, fail to load or unload the minimum quantities under article 5 within the available loading or unloading time, they must pay demurrage corresponding to the type and size of the ship for each day by which the loading or unloading time is exceeded.

2. The demurrage per day and per tonne of the ship's deadweight loading capacity shall be SwF.0.80 for a motor cargo ship, SwF.1.30 for a motor tanker and SwF.0.60 for a pushed lighter or barge. The demurrage for each excess quarter of a working day shall correspond to one quarter of the above rates. A quarter of a day partially worked shall count as a full quarter. Where local regulations in a port or special branch regulations provide for higher demurrage charges, the latter shall be payable.

3. Demurrage shall be charged for each calendar day (including Sundays and holidays) as well as for days during which loading or unloading cannot be performed because of an event or circumstance as specified in article 11, paragraph 2.

4. These provisions shall also apply to the calculation of demurrage charges in accordance with article 11 if a delay occurs in the turn-round of the ship because of an event or circumstance as specified in paragraph 2 of that article. If a pusher or tug boat is also affected thereby, the demurrage charge shall always be calculated according to the rates for motor cargo ships.

Article 7

Carriage documents (Rhine consignment note  
and Rhine bill of lading)

1. The shipping company shall, upon the completion of loading, draw up a Rhine consignment note or, if this is expressly agreed upon conclusion of the contract, a Rhine bill of lading. It may require the consignor to co-sign the carriage document or a copy thereof.
2. Rhine consignment notes are not securities and may be neither transferred nor pledged. Delivery of the goods to the consignee shall take place without production or return of the Rhine consignment note. In the case of Rhine bills of lading, the provisions of SSG articles 112, 113, paragraphs 2 and 5, 114, 115 and 116 shall apply. The goods shall be delivered only against return of the original bill of lading.
3. The carriage documents shall determine the legal relationship between the shipping company and the consignee and shall also count as the contents of the contracts with the shipper and the consignor, unless otherwise agreed in writing.
4. The carriage documents shall constitute grounds for the assumption that the goods were as described therein when taken over by the shipping company. The shipping company shall be entitled to enter reservations with regard to the description of the goods in the carriage documents. It shall be required to record in the carriage document damage to, inadequate packing of or other defects in the goods only if these were externally perceptible during loading.
5. The shipping company shall be held responsible for the correctness of the particulars in a carriage document relating to the measurements, number or weight of the goods only if a check has been expressly requested and has been carried jointly with the shipping company at the consignor's expense. Gauge readings, continuous tallying and similar checks shall be obligatory only if this is expressly agreed.
6. Even if no reservation has been entered, the shipping company shall not be held responsible for the correctness of the particulars in a carriage document relating to the numbers, brands, markings, content, type, variety, quality, condition, value, composition or packaging of the goods.

Article 8

Freight and costs, lien

1. In the absence of special agreement, the freight shall cover only the actual carriage by ship. It shall be calculated according to the gross measurement, weight or quantity of the goods entered in the carriage documents. If greater measurements, weights or quantities are declared in other documents, the freight shall be calculated on that basis.

2. The cost of loading, stowing, making fast and unloading, as well as all other costs, outlays and expenses such as additional freight charges, demurrage, customs duties, frontier clearance charges, navigation, canal, lock and port dues, wharfage, taxes (in particular turnover and value added taxes), as well as insurance premiums must be reimbursed in addition to payment of the freight, unless they were expressly included in the agreed freight or takeover rates.

3. The freight agreement shall be based on the assumption that navigation is free and unimpeded. All costs and outlays additional to those arising on a normal voyage of the ship shall be charged to the goods.

4. The freight agreement shall be based on the rates of exchange and operating costs prevailing at the time of conclusion of the agreement. Modification of rates of exchange and increases in operating costs, in particular any increase in the price of gas oil for marine engines, shall entitle the shipping company to adapt the freight to the new exchange rates and costs or to claim additional freight, or, if the goods have not yet been loaded, to withdraw from the contract.

5. If dangerous goods, in particular hazardous wastes, cannot be unloaded or delivered because of official regulations or of a refusal on the part of the consignee, the shipper or, where the latter is not also the consignor, the consignor shall pay the costs of return carriage to the port of origin.

6. Whoever requests delivery of the goods or is entitled to do so in accordance with the carriage documents shall be liable for the freight, additional freight, demurrage charges, dead freight, additional low-water charges, general average contributions and all other costs, outlays, expenses, dues and fees charged to the goods under these Conditions; the consignor and shipper shall not be relieved thereby from their payment obligations.

7. In respect of all claims against the shipper, consignor and consignee, including claims arising from earlier or other legal transactions, the shipping company shall have a right of lien over goods in its possession or in the possession of an actual shipper, warehousing enterprise or transshipment enterprise. If no equivalent law exists in the place where lien is exercised, the shipping company shall have the right, in respect of the same claims, to pledge the goods.

#### Article 9

#### Dead freight

1. The shipping company shall have a claim on the whole agreed cargo as far as the agreed place of destination, even if the cargo is only partly delivered, if unloading of the goods at an intermediate port is requested, if the ship's voyage is not continued or the carriage can be performed only in part, if the goods have to be destroyed, if they perish or are seized, are damaged or diminished, or if they lose their value or if the ship carrying them is lost.

2. The shipping company shall have a claim on one half of the agreed cargo if no cargo is delivered by the end of the waiting time as referred to in article 5, if the shipper or consignor withdraws before commencement of the ship's voyage, or if the commencement of the voyage is permanently prevented through no fault of the shipping company.

3. These provisions concerning dead freight shall also apply to contracts covering several ship carriage operations and to carriage operations over a prolonged period of time.

#### Article 10

##### Low-water surcharges

1. In the case of carriage operations on the Rhine, even where the Rhine is used only in part, the freight agreed for the whole voyage (including the additional freight referred to in article 8, paragraph 4) shall be increased by the addition of the following low-water surcharges:

(a) For carriage operations from or to places below, up to and including Cologne with a Ruhrort water level reading:

From 2.60 m to 2.41 m	30% of the freight
From 2.40 m to 2.21 m	50% of the freight
From 2.20 m to 2.01 m	70% of the freight;

(b) For carriage operations from or to places above Cologne with a Kaub water level reading:

From 1.50 m to 1.31 m	30% of the freight
From 1.30 m to 1.11 m	50% of the freight
From 1.10 m to 0.91 m	70% of the freight

2. The lowest water level affecting the goods from the commencement of loading until arrival at the place of destination shall be determining.

3. Where other low water rules are laid down under special branch regulations, such other rules shall apply.

#### Article 11

##### Impediments to navigation

1. The shipping company shall be entitled to transship the goods wholly or in part into other ships, including ships of third parties, to lighten or unload the goods, to place them in warehouses or to deposit them on land if this appears to be advisable in the interest of the ship or of the cargo.

2. The shipping company's obligation to take over and carry the goods shall lapse if one of the following events or circumstances occurs or exists generally or in respect of the ship carrying the goods:



(a) Force majeure, war, mobilization, military action, riot, sabotage, strike, lockout, blockade;

(b) Official measures and interventions, import, export or transit restrictions or prohibitions, seizure and requisitioning;

(c) Embargo, navigation accidents, disturbances or stoppages in the operation of locks, canals, ports or other navigation facilities, traffic disturbances, impediments to traffic in harbours and closure of navigation;

(d) Natural phenomena, floods, ice or risk of ice, low water (Ruhrort water level reading below 2.01 or Kaub water level reading below 0.91 m).

3. Throughout the duration of one of the above-mentioned circumstances or events and for a further eight days, the shipping company shall be entitled:

(a) Either to complete the carriage operation and to charge daily freight or freight surcharges, low-water surcharges and demurrage charges, as well as all costs and expenses additional to those arising in the case of an unimpeded transport operation, or

(b) To withdraw from the contract and to calculate dead freight in accordance with article 9, to unload or have unloaded the goods already loaded and to store those goods or to have them transported further by other means of transport, at the goods' expense.

4. If one of these events or circumstances constitutes only a temporary impediment, the shipper, consignor and consignee shall not be entitled to withdraw from the contract. If the impediment is permanent, withdrawal shall be permitted only against reimbursement of dead freight in accordance with article 9.

#### Article 12

##### Duration of responsibility of the shipping company

1. The responsibility of the shipping company shall extend only over the period during which the goods are in the shipping company's charge.

2. "Charge" shall begin with the taking over of the goods for carriage and, where the shipping company does not ensure the loading of the goods, with the ending of the loading of the goods on board the ship by the shipper. It shall end with the handing over of the goods to the consignee or his representative or to a third party in accordance with paragraph 3 below, and, where the shipping company does not ensure the unloading of the goods, with the commencement of unloading.

3. If, under article 5, paragraph 7, or article 11, paragraphs 1 or 3 (b), the goods are transshipped into ships of a third party, lightened or unloaded or deposited on land or placed in warehouses or transferred to another means of transport for further carriage, the shipping company shall no longer be considered to have charge of the goods and shall be responsible only for properly selecting and instructing the outside carrier, transshipment enterprise or warehouse operator.

### Article 13

#### Liability of the shipping company

1. The shipping company shall be liable in accordance with the provisions of the law (SSG articles 102-107) for loss of or damage to the goods or for delay in their delivery during the time the goods are in its charge. The relief from legal liability in the case of fire provided under SSG article 104, paragraph 1, also applies in the case of explosions on board the ship. The shipping company must cover any fault on the part of its servants and agents (art. 2, para. 6) to the same extent as a fault of its own.

2. Liability of the shipping company is excluded if the damage has been caused through any fault of the boatmaster, or of a member of the crew of the ship, of a pusher or tug-boat or of another ship forming part of the same pushed or tugged train if these boats or ships are neither the property of the shipping company nor were manned and operated by it.

3. Liability for delay in delivery shall arise only if a specific delivery time was agreed expressly and in writing. Such liability shall be excluded, except in cases provided for by law, if the delay is attributable to an event or circumstance as referred to in article 2, paragraph 2.

### Article 14

#### Scope and limitation of liability

1. The shipping company's obligation to replace the goods in the event of their being lost or damaged shall be determined in accordance with SSG article 105, paragraph 1.

2. In no case, however, shall the shipping company be liable for an amount exceeding 500 Swiss francs per freight item or freight unit, or, if a Rhine bill of lading has been prepared, for an amount exceeding that specified in SSG article 105, paragraph 2.

3. The freight unit shall be the weight tonne. Where a container, pallet or similar transport appliance is employed for bulking the goods, the entire appliance together with the bulked goods shall count as a freight item or freight unit, unless otherwise provided in the carriage documents.

4. Subject to commercial usage, no liability shall arise for shortage, short weight or short measure amounting to less than 1 per cent of the total weight or measure of a shipment.

5. In the event of liability for delay, the obligation to replace shall be limited to the freight amount agreed in accordance with article 8, paragraph 1.

6. The shipping company and its servants and agents shall be jointly liable only once up to the amount to which the liability of the shipping company is limited.

#### Article 15

##### Extinction and prescription

1. The shipping company and the consignee may require that the condition of the goods on delivery be checked in the presence of both parties.

2. Unreserved acceptance of the goods shall extinguish all claims, on whatever legal grounds, against the shipping company and its servants and agents. Damage not externally perceptible must be reported to the shipping company in writing not later than three days after delivery, failing which acceptance shall be considered unreserved.

3. All claims against the shipping company and its servants and agents shall become invalid by prescription one year from the date on which the goods were or should have been delivered to the consignee. Settlement by off-setting or submission, by way of counter-claim, of late claims for replacement by the shipper, consignor or consignee against claims by the shipping company shall be excluded.

#### Article 16

##### General average

1. General average shall be determined in accordance with SSG article 122, paragraph 1, and IVR Rhine Regulations in their most recent versions.

2. The shipping company shall either adjust the average itself or shall appoint an adjuster and indicate the place at which the average statement shall be drawn up.

#### Article 17

##### Through-freight contract

1. If the shipping company has undertaken to carry the goods beyond the terminal points of its own sector of operation, its carriage obligation, charge and liability shall nevertheless be confined to its own sector of operation.

2. The through-freight contract shall merely oblige and instruct the shipping company to hand over the goods on behalf and on account of the shipper to a carrier or forwarding agent before or after the carriage by inland waterway and to conclude a carriage or forwarding contract with that carrier or forwarding agent.

Article 18

Additional services by the shipping company

1. If, in addition to carriage on the Rhine or other inland waterways, the shipping company has also undertaken to convey the goods by other means of transport, it shall act to this purpose solely as forwarding agent and these services shall be governed, as part of the contract, by the "General Conditions of the Swiss Association of Forwarding Agents" in their most recent version.
2. If the shipping company has also undertaken to store the goods, this service shall be governed, as part of the contract, by the "Warehousing Conditions" of the shipping company or of the warehouse operator appointed by it or, in the absence of such conditions, by the provisions of the "Warehousing Regulations of the Association of Swiss Warehouses" in their most recent version.
3. In no case shall the shipping company bear greater liability in respect of such additional services than it does in its capacity as the shipping company under the present Conditions.

Article 19

Special provisions applicable to carriage by tanker

The following special provisions differing from the foregoing Conditions shall be applicable to carriage by tanker:

Re article 4, paragraph 1: Unless otherwise agreed, loading shall be the responsibility of the shipper or consignor and unloading that of the shipping company.

Re article 5: Reporting, loading and unloading times shall be calculated according to the German Inland Tanker Carriage Tariff (FTB) in its most recent version. The rights referred to in article 5, paragraphs 6 and 7, may be claimed by the shipping company upon expiry of twice the loading or unloading time.

Re article 6, paragraphs 1-3: Demurrage charges shall be calculated on the basis of the German Inland Tanker Carriage Tariff (FTB) in its most recent version.

Re article 7: The carriage document to be handed over by the consignor in accordance with ADNR Marginal No. 6002 shall count as the Rhine consignment note unless a different carriage document is prepared by the shipping company.

Re article 7, paragraph 5: Only an official gauge reading or determination of the cargo volume jointly carried out by measuring the inside of the tank after the completion of loading and before the commencement of unloading shall be recognized as the obligatory check of the quantity of cargo upon loading and unloading.

Re article 8, paragraph 1: The freight for actual carriage only shall include pumping out the cargo with on-board pumps; heating-up costs and the cost of cleaning out the cargo tanks because of mud or paint residues in the cargo shall be reimbursed separately in accordance with article 8, paragraph 2.

Re article 10: Unless otherwise agreed, low-water surcharges shall be calculated according to the German Inland Tanker Carriage Tariff (FTB) in its most recent version.

Re article 12: The shipping company's charge shall begin and end with the passage of the cargo through the ship's flange.

Article 20

Jurisdiction

In the case of all disputes arising from a contract of carriage (including services as referred to in article 18), all the parties shall accept the jurisdiction at the seat of the shipping company.

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