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Group of Experts towards Unified Railway Law

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Item 2 of the provisional agenda

**Unification of international railway law with the objective
of allowing rail carriage under a single legal regime**

Agreement on International Railway Freight Transportation (SMGS)¹

Revision

**Transmitted by the Russian Federation and the Organization for
Cooperation between Railways**

Mandate

1. In accordance with the:

(a) Joint Declaration on the Promotion of Euro-Asian Rail Transport and Activities towards Unified Railway Law (ECE/TRANS/2013/2), particularly paragraph 2 (b), signed on 26 February 2013 in Geneva by 37 ECE member States during the ministerial meeting at the seventy-fifth session of the Inland Transport Committee;

(b) Terms of reference of the Group of Experts towards Unified Railway Law (ECE/TRANS/2013/9), adopted by the Inland Transport Committee at the same session (ECE/TRANS/236, paras. 14 and 29) and extension of the mandate of the Group of Experts approved by the ECE Executive Committee on 17 December 2014 (EXCOM/CONCLU/74 and ECE/EX/2014/L.30) and the Inland Transport Committee on 26 February 2015 (ECE/TRANS/248, ECE/TRANS/2015/15, ITC informal document No. 18), work towards

¹ The present document is being issued without formal editing.



unified railway law requires analysis and comparison of the two existing rail conventions: the Convention concerning International Carriage by Rail (COTIF) and its Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM) and the Agreement on International Railway Freight Transportation (SMGS).

2. Against this background and in order to facilitate work towards unified railway law, the Organization for Cooperation between Railways (OSJD) has submitted the SMGS Agreement, which entered into force on 1 July 2015, as contained in the annex to this document.

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Agreement on International Railway Freight Transportation (SMGS)

For the purpose of organizing the carriage of goods in direct international railway traffic, the ministries responsible for rail transport in the following countries:*

Islamic Republic of Afghanistan,
Republic of Albania,
Republic of Azerbaijan,
Republic of Belarus,
Republic of Bulgaria,
People's Republic of China,
Democratic People's Republic of Korea,
Republic of Estonia,
Georgia,
Hungary,
Islamic Republic of Iran,
Republic of Kazakhstan,
Kyrgyz Republic,
Republic of Latvia,
Republic of Lithuania,
Mongolia,
Republic of Poland,
Republic of Moldova,
Russian Federation,
Slovak Republic,
Republic of Tajikistan,
Turkmenistan,
Ukraine,
Republic of Uzbekistan,
Socialist Republic of Viet Nam

(Hereinafter referred to as the parties), through their duly authorized representatives, have concluded the Agreement set out below.

* For Hungary, the Agreement was entered into by the Government of Hungary.

Section I

General provisions

Article 1

Object of the Agreement

This Agreement shall establish direct international railway communications for freight transport between the following railways:

Islamic Republic of Afghanistan,
Republic of Albania,
Republic of Azerbaijan,
Republic of Belarus,
Republic of Bulgaria,
People's Republic of China,
Democratic People's Republic of Korea,
Republic of Estonia,
Georgia,
Hungary,
Islamic Republic of Iran,
Republic of Kazakhstan,
Kyrgyz Republic,
Republic of Latvia,
Republic of Lithuania,
Mongolia,
Republic of Poland,
Republic of Moldova,
Russian Federation,
Slovak Republic,
Republic of Tajikistan,
Turkmenistan,
Ukraine,
Republic of Uzbekistan,
Socialist Republic of Viet Nam

The interests of these States shall be represented by the ministries responsible for railway transport which have entered into the Agreement.*

* For Hungary, the Agreement was entered into by the Government of Hungary.

Article 2

Terms

For the purposes of this Agreement, the terms set out below have the following meaning:

“Motor vehicle” means a loaded vehicle, road train or trailer and also a vehicle, road train or trailer that is empty before or after use for the carriage of goods by rail;

“Tariff currency” means the monetary unit in which the tariff rate is denominated;

“Wagon operator” means the person having possession of the wagon by virtue of ownership or other legal right and being registered as such in the registry of vehicles in accordance with the national legislation;

“Cargo” means goods and wagons as vehicles not owned by the carrier and other objects accepted for carriage under a contract of carriage;

“Contractual carrier” means the carrier who has concluded the contract of carriage with the consignor in accordance with this Agreement;

“Railway” means the infrastructure located in the territory of a single State;

“Intermodal transport unit” (ITU) means a container, swap body or semi-trailer used for the carriage of goods by two or more modes of transport without trans-shipment of the goods themselves when changing modes;

“Infrastructure” (railway infrastructure) means the engineering system, including public railways, rail stations and other buildings and facilities needed for the system to work and used by carriers for the carriage of goods;

“Penalty” (fine, late fees) means a fixed amount or a sum of money expressed as a percentage of the amount owed which a party to the carriage is required to pay to the other party in the event of a breach of the obligations under the contract of carriage;

“Consignor” means a person handing over goods for carriage and referred to in the consignment note as the consignor of the goods;

“Consignment” means goods accepted for carriage under a single consignment note from a single consignor at one dispatching station to a single consignee at one destination station;

“Carriage of goods” means the carriage of goods in direct international rail traffic or the carriage of goods in direct international rail ferry traffic;

“Carriage of goods in direct international rail traffic” means the carriage of goods by rail in the territory of two or more States under a single document (consignment note) for the entire journey route;

“Carriage of goods in direct international rail ferry traffic” means the carriage of goods by rail, with the involvement of transport by waterways, provided that the goods are carried from the dispatching station to the destination station in a wagon or on their own wheels;

“Transport devices” means the materials for stowing, securing and safeguarding the goods to be carried;

“Carrier” means the contractual carrier and all successive carriers involved in the carriage of the goods, including along the waterway section of the route, in international rail ferry traffic;

“Seal” means the monitoring feature being an integral part of a single structural unit whose integrity attests that no access has been gained to the goods through the sealed structural openings in a wagon, ITU or road vehicle. “Seal” also refers to seal-locks;

“Successive carrier” means a carrier who has entered into a contract of carriage (concluded with a contractual carrier) and accepts the consignment from the contractual carrier or another successive carrier for further carriage;

“Consignee” means the person referred to in the consignment note as the recipient of the goods;

“Carriage charges” means charges including the carriage charge, the travel fees of any attendants or road train drivers, any surcharges or other charging arising in the period between the conclusion of the contract of carriage and the release of the goods to the consignee, including those connected with the trans-shipment of cargo or exchange of bogies;

“Tariff” means a system of rates and rules for the calculation of carriage charges that determine the amount of the carriage charges;

“Infrastructure manager” means the person responsible for providing carriers with services associated with the use of the infrastructure;

“Participant” means the consignor, the carrier and the consignee.

Article 3

Application of the Agreement

§ 1. This Agreement shall establish a single set of legal standards for contracts of carriage of goods in direct international rail traffic and in direct international rail ferry traffic.

§ 2. The carriage of goods in direct international rail traffic shall take place between stations open for cargo operations in accordance with the national legislation of the parties to this Agreement and, in direct international rail ferry traffic, with the involvement of the waterway section of the route declared by the parties for such carriage.

§ 3. If the parties are at the same time parties to other international agreements that establish legal provisions for contracts of carriage of goods by rail, carriage between the railway stations of these parties may be carried out under the terms of those agreements.

Article 4

Mode of carriage

If the dispatching station and destination station are located on railways of different rail gauges, carriage may, depending on what is technically feasible, be carried out as follows: with trans-shipment of the goods from the wagons of one rail gauge onto wagons of another or with the transfer of wagons onto bogies of another rail gauge, or with the use of adjustable-gauge bogies.

Article 5

Application of national legislation

In the absence of relevant provisions in this Agreement, the national legislation of the State in which the competent person exercises his or her rights shall be applicable.

Article 6

Mandatory law

Any conditions of a contract of carriage directly or indirectly deviating from the conditions of this Agreement shall be null and void and shall have no legal force, with the exception of the cases stipulated herein. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage.

Article 7

Pre-contractual agreement for carriage

Prior to the conclusion of a contract of carriage, a pre-contractual agreement of carriage may be concluded as follows:

- Between the consignor and the contractual carrier, in accordance with national legislation; or
- Between the contractual and successive carriers, in accordance with a procedure agreed by them.

Article 8

Rules on the Carriage of Goods

§ 1. The procedure for applying the conditions of this Agreement and also the special conditions of carriage of specific types of goods shall be established by the Rules on the Carriage of Goods (annex 1 to this Agreement).

The contract between the consignor, the consignee and all the carriers taking part in the carriage may establish special conditions for the carriage of goods. Such special conditions shall take precedence over the conditions set forth in the Rules on the Carriage of Goods.

§ 2. The Rules on the Carriage of Goods contain detailed standard solutions and procedures to ensure that the articles of this Agreement are interpreted and applied uniformly.

Article 9

Carriage of dangerous goods

§ 1. Dangerous goods shall be carried in accordance with the Rules on the Carriage of Dangerous Goods (annex 2 to this Agreement). The relevant articles of this Agreement and the Rules on the Carriage of Goods referred to in article 8 of this Agreement shall be applicable to parts not covered by the Rules on the Carriage of Dangerous Goods.

§ 2. When carrying dangerous goods in direct international rail ferry traffic, the requirements of the International Maritime Dangerous Goods (IMDG) Code shall also be observed.

Article 10

Stowing and securing of goods

§ 1. On wagons with a rail gauge of 1,520 mm, goods shall be stowed and secured in accordance with the technical specifications for stowing and securing cargo (annex 3 to this Agreement), unless the carriers have agreed otherwise.

§ 2. On covered wagons with rail gauges of 1,435 mm or 1,000 mm, goods shall be stowed and secured in accordance with the national legislation applicable at the loading site unless the carriers have agreed otherwise and, in open rolling stock, in accordance with the conditions agreed between the carriers carrying the goods on wagons with such gauges.

Article 11

Rules on the Carriage of Wagons Not Owned by the Carrier as Vehicles

§ 1. The procedure for applying the conditions of this Agreement to the use of wagons not owned by the carrier as vehicles shall be established by the Rules on the Carriage of Wagons Not Owned by the Carrier as Vehicles (annex 4 to this Agreement) and, for parts not covered by the Rules on the Carriage of Wagons Not Owned by the Carrier as Vehicles, by the Rules on the Carriage of Goods referred to in article 8 (Rules on the Carriage of Goods) of this Agreement.

§ 2. The Rules on the Carriage of Wagons Not Owned by the Carrier as Vehicles contain detailed standard solutions and procedures to ensure that the articles of this Agreement are interpreted and applied uniformly.

Article 12

Guidance Manual

§ 1. The Guidance Manual shall contain information on the rail infrastructure and waterway sections used for the carriage of goods under the conditions of this Agreement and also information on the carriers involved in such carriage (annex 5 to this Agreement).

The information included in the Manual shall be publicly available and considered authoritative.

§ 2. Amendments to the Guidance Manual shall be made in accordance with the procedure for introducing amendments to this Agreement.

§ 3. Amendments to the information in the Manual are to be made upon application of the parties. Each party is to send the OSJD Committee a declaration of amendments to information on the rail infrastructure in its State, the section of the route by waterway and the carriers registered in its State involved in international carriage.

Information on the reasons for which amendments to the Guidance Manual are to be introduced by the OSJD Committee shall be submitted no later than 30 days before their entry into force.

The OSJD Committee shall post the information on amendments to the Guidance Manual on the OSJD website within three days of its reception, indicating when the amendments will enter into force.

Article 13

Carriage of goods with the use of the CIM/SMGS consignment note

Goods may be carried with the use of the CIM/SMGS consignment note. The model consignment note and the rules on completing and using it are contained in the CIM/SMGS Consignment Note Manual (annex 6 to this Agreement). The Rules on the Carriage of Goods referred to in article 8, "Rules on the Carriage of Goods", of this Agreement shall be applicable for parts not covered by the CIM/SMGS Consignment Note Manual.

Section II

Contract of carriage

Article 14

Contract of carriage

§ 1. Under the contract of carriage the carrier undertakes to carry the consignment entrusted to it by the consignor to the destination station along the route agreed by the consignor and the contractual carrier and to deliver it to the consignee.

§ 2. The carrier shall carry the consignment under the conditions of this Agreement, if:

- (1) The carrier or consignor has the vehicles that are needed for transport;
- (2) The consignor meets the conditions set out in the Agreement;
- (3) Transport is not hindered by any circumstances beyond the railway's ability to prevent or control;
- (4) The carriers have agreed on the cargo route.

§ 3. The contract of carriage shall be confirmed by a consignment note.

§ 4. False or inaccurate statements made to the consignment note and the loss of a consignment note shall not affect the existence or validity of the contract of carriage.

§ 5. Each successive carrier that accepts the goods for carriage under the consignment note shall enter into the contract of carriage and shall take on the obligations arising from it.

§ 6. The wagon for carriage of the goods shall be provided by the carrier or the consignor.

Wagons that are accepted for circulation in international traffic shall be provided for carriage.

Article 15

Consignment note

§ 1. The consignment note must contain the following particulars:

- (1) Name and mailing address of the consignor;
- (2) Name and mailing address of the consignee;
- (3) Name of the contractual carrier;
- (4) Name of the railway and dispatching station;
- (5) Name of the railway and destination station;

- (6) Name of border-crossing stations;
- (7) Description of the goods and their code;
- (8) Consignment number;
- (9) Packing code;
- (10) Number of cargo items;
- (11) Cargo mass;
- (12) Number of the wagon or container specifying who has supplied the wagon for carriage of the goods (the consignor or the carrier);
- (13) The list of accompanying documentation attached by the consignor to the consignment note;
- (14) Details of payment of carriage charges;
- (15) Quantity and labelling of seals;
- (16) Means of determining the mass of the cargo;
- (17) Date of contract of carriage.

§ 2. In addition to the information listed in § 1 of this article, the consignment note shall also contain the following information, if necessary:

- (1) The names of the subsequent carriers;
- (2) Declarations by the consignor concerning the cargo;
- (3) Port railway stations and ports for the transfer to waterway transport;
- (4) Other information as required by the Rules on the Carriage of Goods.

§ 3. The blank form of the consignment note shall be printed and completed in one of the OSJD working languages (Chinese or Russian), as follows:

- Russian, for carriage to or from or transit through the Republic of Azerbaijan, the Republic of Belarus, the Republic of Bulgaria, the Republic of Estonia, Georgia, Hungary, the Islamic Republic of Iran, the Republic of Kazakhstan, the Kyrgyz Republic, the Republic of Latvia, the Republic of Lithuania, the Republic of Moldova, Mongolia, the Republic of Poland, the Russian Federation, the Slovak Republic, the Republic of Tajikistan, Turkmenistan, Ukraine and the Republic of Uzbekistan;
- Chinese, for carriage from the People's Republic of China, the Democratic People's Republic of Korea and from the Socialist Republic of Viet Nam;
- Russian, for carriage to or transit through the People's Republic of China, the Democratic People's Republic of Korea and the Socialist Republic of Viet Nam from the Republic of Kazakhstan and the Russian Federation.

The consignment note form and all or any information entered in the form may be translated into another language.

The participants in the carriage, by agreement, may fill in the consignment note in another language.

§ 4. The consignment note may be drawn up as an electronic consignment note. The electronic consignment note shall serve as a paper consignment note and shall be an electronic data record which is identical to a data record of a paper consignment note.

Article 16

Responsibility for information entered in the consignment note

§ 1. The consignor shall ensure that the information and declarations that the consignor enters in the consignment note are accurate. The consignor shall be liable for any consequences arising from incorrect, inaccurate or incomplete entries of all such information and declarations, or from the entry of information and declarations into the wrong sections of the consignment note. If, in accordance with the provisions of this Agreement, the carrier makes entries from the consignor in the consignment note, it shall be considered that the carrier is acting on behalf of the consignor unless it is proved otherwise.

§ 2. If, prior to the conclusion of the contract of carriage, the carrier discovers incorrect, inaccurate or incomplete information in the consignment note, the consignor shall be obliged to draw up a new consignment note if, under the Rules on the Carriage of Goods, information and declarations in the consignment note may not be corrected.

§ 3. The consignor shall pay the carrier a penalty if, after the conclusion of the contract of carriage, the carrier discovers that the information and declarations included in the consignment note by the consignor are incorrect, inaccurate or incomplete and if it is determined that:

- (1) The cargo includes items not accepted for transfer across a State border by at least one of the States whose territory is to be crossed during carriage;
- (2) Dangerous goods have been accepted for carriage without the conditions required for their transport being met;
- (3) When loading goods, the consignor allowed the wagon to be overloaded beyond its maximum load limit;
- (4) The carriage charges were understated;
- (5) There were circumstances that threatened traffic safety.

Penalties covered by paragraphs 1, 2, 4 and 5 above shall be charged as specified in article 31 (Payment of carriage charges and penalties) in an amount equal to five times the freight charge due to the carrier who discovered the violation.

Penalties covered by paragraph 3 above shall be charged as specified in article 31 (Payment of carriage charges and penalties) in an amount equal to five times the freight charge for the excess mass due to the carrier who discovered the excess mass.

The carrier shall be entitled to claim the penalties provided under this paragraph regardless of compensation for a possible loss or other penalties paid by the consignor or the consignee in accordance with the conditions of this Agreement.

Article 17

Declaration of value of goods

§ 1. By agreement of the carrier and the consignor, carriage may take place with a declaration of the value of the goods.

§ 2. The carrier shall be entitled to require additional payment for the declaration of the value of the goods.

Article 18

Containers, packaging and marking

§ 1. Goods requiring a container or packaging in order to protect them from loss, damage, spoilage or deterioration in the course of transport, to prevent damage to or contamination of the vehicles or other loads or to prevent any harm to people, animals, the environment or the railway infrastructure shall be handed over for carriage in a container or packaging that meets these requirements.

§ 2. The consignor shall ensure the accuracy of the markings, labels or tags shown on or affixed to the cargo items and the labels attached to the wagons, ITUs or motor vehicles by the consignor.

§ 3. If defects are found during a visual check of the container or packaging handed over for carriage that raise concerns about the feasibility of trans-shipment, loss, shortfall, spoilage of or damage to the goods or the vehicle, the carrier shall refuse to accept the goods for carriage or shall accept them for carriage with special contractual conditions.

If the condition of the container or packaging of the goods precludes their further carriage, the provisions of article 28 (Circumstances preventing carriage and delivery) shall apply.

§ 4. The consignor shall be liable for all the consequences of the absence or unsatisfactory condition of a container or packaging or the absence or inaccuracy of markings, labels or tags and shall, in particular, compensate the carrier for any damage sustained as a result.

Article 19

Loading of goods and determination of their mass

§ 1. The goods shall be loaded onto wagons that are in good working order, appropriate for the carriage of the goods and clean.

§ 2. The national legislation of the country of dispatch shall be used to determine whether the goods are to be loaded onto the wagon by the carrier or the consignor.

The goods are to be loaded onto ITUs or motor vehicles by the consignor.

§ 3. The person loading the goods shall be responsible for determining whether the wagons are appropriate for the carriage of such goods and complying with the technical requirements for the stowing and securing of goods in wagons, ITUs and motor vehicles and for any consequences of improper loading.

§ 4. Unless the consignment note indicates otherwise, it shall be considered that the consignor loaded the goods.

§ 5. The mass of the cargo shall be determined in accordance with the Rules on the Carriage of Goods.

Article 20

Sealing

§ 1. Sealing shall be done using seals that cannot be removed without being damaged. The seals shall be placed in such a way as to make it impossible to gain access to the cargo without damaging them.

§ 2. The requirements for the seals and the marks on them shall be established by the Rules on the Carriage of Goods.

§ 3. Intact seals placed on wagons, ITUs and motor vehicles in countries where this Agreement is not applicable shall be considered equivalent to seals placed in accordance with this Agreement.

Article 21

Acceptance of goods for carriage

The contractual carrier shall accept the goods for carriage from the consignor.

Article 22

Completion of administrative formalities

§ 1. The consignor shall attach to the consignment note the accompanying documents required in order to comply with customs or other administrative formalities along the entire cargo route. The documents must pertain to the goods declared in the consignment note.

If the consignor does not attach to the consignment note a document required for the completion of administrative formalities but instead sends it to the corresponding administrative body, it shall enter information to that effect in the consignment note.

§ 2. The carrier shall not be obliged to check that the accompanying documents attached by the consignor to the consignment note are correct and complete.

§ 3. The consignor is liable to the carrier for any consequences arising from the fact that any accompanying documents are missing, incomplete or inaccurate.

§ 4. The consignor shall list in the consignment note the accompanying documents that it attaches thereto.

If the consignor fails to comply with the provisions of the present section, the dispatching station must refuse the consignment.

§ 5. If the cargo shipment or delivery is delayed as a result of the consignor's failure to provide the necessary accompanying documents or due to the fact that the documents provided and mentioned in the consignment note are incomplete or inaccurate, the carrier shall be paid additional carriage charges and expenses as well as the penalties provided by national legislation, in the manner provided for in article 31 (Payment of carriage charges and penalties) of this Agreement.

§ 6. The opening of wagons, ITUs and motor vehicles for border, customs, health, veterinary, phytosanitary or other types of inspections shall be noted by the carrier in a record of opening.

§ 7. The intact seals of the customs bodies or of the carrier affixed after a border, customs, health, veterinary, phytosanitary or other type of inspection shall be considered equivalent to the original intact seals.

Article 23

Examination of goods

§ 1. The carrier shall have the right to examine whether the conditions of carriage have been complied with and whether the consignment corresponds with the entries in the

consignment note made by the consignor. The examination shall be carried out in the manner prescribed by national legislation.

§ 2. If the consignor has failed to observe the conditions of carriage or the consignment does not match the information entered by the consignor in the consignment note, in the manner prescribed by article 31 (Payment of carriage charges and penalties) and article 32 (Additional costs associated with the carriage of goods) of this Agreement, the carrier shall be compensated for all documented costs resulting from the examination.

Article 24

Goods delivery period

§ 1. Unless otherwise agreed by consignor and the carrier, the delivery period shall be specified for the entire cargo route and must not exceed the period of time calculated on the basis of the rules stipulated in this article.

§ 2. The goods delivery period shall be determined on the basis of the following rules:

- For containers: 24 hours for every 150 km or part thereof;
- For other consignments: 24 hours for every 200 km or part thereof.

Delivery periods shall be set by the carrier for goods requiring speed limits because of their technical specifications, out-of-gauge cargo and goods travelling on special trains with a separate locomotive.

For goods carried in direct international rail ferry traffic, the delivery period for the waterway section of the journey shall be set by the carrier for that section of the journey.

§ 3. The goods delivery period shall be increased by 24 hours for operations connected with consignment.

The goods delivery period shall increase by 48 hours:

- Whenever cargo is trans-shipped to wagons having a different gauge;
- Whenever wagons or cargo on its own wheels are transferred onto bogies having a different gauge;
- When goods are carried in direct international rail ferry traffic.

§ 4. The delivery period shall be extended for the duration of any delay along the route for reasons beyond the control of the carrier.

§ 5. The cargo delivery time shall be considered to begin at midnight at the end of the day on which the contract of carriage is concluded and to end when the consignee is notified that the goods have arrived, with any partial day being counted as a full 24-hour day.

§ 6. If goods are split up en route, the delivery time shall be calculated for the part of the cargo which has arrived according to the consignment note.

§ 7. The delivery time shall be considered to have been respected if the cargo arrives at the destination station before the expiry of the delivery time and the carrier notifies the consignee that the goods have arrived and may be handed over to the consignee. The procedure for notifying the consignee shall be determined by the national legislation in force in the place where the delivery of the goods is made.

Article 25

Amendment of the contract of carriage

§ 1. The consignor and the consignee shall have the right to give the carrier instructions in respect of the goods and thus amend the contract of carriage. The consignor shall address the contractual carrier and the consignee the carrier who is delivering the goods.

§ 2. The consignor may amend the contract of carriage as follows:

- (1) Change the destination station;
- (2) Change the consignee of the goods.

§ 3. The consignee may amend the contract of carriage within the borders of the country of destination as follows:

- (1) Change the destination station of the goods;
- (2) Change the consignee of the goods.

The consignee may amend the contract of carriage in accordance with the terms of the Agreement only until such time as the goods are at the border station of entry into the country of destination.

If the goods have already passed through the border station of entry into the country of destination, the contract of carriage may be amended in accordance with the national legislation in force in the country of destination.

§ 4. A contract of carriage that results in the splitting of the consignment may not be amended.

§ 5. The consignor's right to amend the contract of carriage shall cease as soon as the consignment note is issued to the consignee or the goods arrive at the border station of entry into the destination country if that carrier is in possession of a written statement of amendments to the contract of carriage by the consignee.

§ 6. Once the contract is amended by the consignee, the consignor's obligations under the contract of carriage shall extend to the consignee.

§ 7. The consignor shall not be liable for consequences arising from any amendment to a contract of carriage based on a consignee's statement.

§ 8. The carrier shall be entitled to refuse to amend a contract of carriage or delay its execution only if:

- (1) This is not feasible for the carrier at the time of receipt of the statement of amendments to the contract of carriage;
- (2) It might disrupt the railway's operations;
- (3) Upon changing the destination station, the value of the goods does not cover all foreseeable charges for carriage to the new destination station, except in cases in which the amount of these charges is paid immediately or guaranteed;
- (4) When the destination station indicated in the consignment note is changed and new carriers have not negotiated the carriage.

§ 9. The carrier has the right to demand payment for the additional costs of carriage and the expenses arising from amendments to the contract of carriage.

Article 26*Delivery of goods*

§ 1. On arrival of the goods at the destination station, the carrier shall release the consignment note and the goods to the consignee and the consignee shall accept the goods and the consignment note.

§ 2. The consignee may decline to receive the goods only when, through the fault of the carrier, the condition of the goods has changed to such an extent that no possibility exists to use them, wholly or in part, for the purpose originally intended.

§ 3. The consignment note and the goods shall be released after the consignee has paid all the carriage charges to the carrier unless otherwise specified in the agreement between them. The consignee shall pay the carriage charges for all goods listed in the consignment note even if a portion of the goods listed therein is missing.

§ 4. Where the consignment is unloaded by the consignee, the carrier shall take part in verifying the number of items and condition or mass of the goods if:

(1) The goods have arrived at the destination station showing signs that access may have been gained to the goods in a wagon, ITU or road vehicle with intact seals of the consignor that bear markings matching the markings listed in the consignment note;

(2) The goods have arrived at the destination station in a wagon, ITU or road vehicle with lost seals, damaged seals or seals with markings that do not match the markings listed in the consignment note; the carrier shall, however, be entitled to refuse to take part in verifying the goods if there remains even one intact seal of the consignor preventing access to the goods and bearing markings that match the markings listed in the consignment note;

(3) Goods carried in open rolling stock show signs of shortfall, spoilage or damage that may be identified by an inspection of the exterior;

(4) Perishable goods have arrived after the delivery date has expired;

(5) The carrier has not complied with the prescribed temperature conditions for carriage in the refrigerated wagons that it operates;

(6) Goods were loaded by the carrier.

§ 5. When returning a wagon or container to the carrier after unloading the goods, the consignee shall return it to the carrier in a clean state.

Article 27*Presumption of loss of the goods*

§ 1. If the goods have not been delivered to the consignee within 10 days following the delivery date, the consignor or the consignee shall have the right to file a tracing request with the contractual carrier or the carrier delivering the goods. A tracing request does not constitute a claim for the missing goods.

§ 2. The goods shall be considered as "lost" if within 30 days following the delivery date they have not been delivered to the consignee.

§ 3. Should the goods arrive at the destination station after 30 days following the expiry of the delivery time, the consignee is to be notified thereof. The consignee is to receive the cargo, if it arrives not more than six months after the expiry of the delivery time, and

reimburse the carrier for the amount received from it by way of compensation for the loss of the cargo or reimbursement of carriage charges and other shipping-related expenditures.

If compensation was paid to the consignor, the consignor is to reimburse the carrier for the amount of compensation.

In that case, it shall retain the right to demand a penalty from the carrier for late delivery of the cargo, along with compensation for the loss, mass shortfall, damage, spoilage or deterioration of the goods.

Article 28

Circumstances preventing carriage and delivery

§ 1. If there are circumstances preventing carriage of the goods for reasons beyond the control of the carrier, the carrier shall decide whether to seek instructions from the consignor or to carry the goods to the destination station with changes to the original route.

§ 2. If the carrier, for reasons beyond its control, cannot carry the goods with changes to the original route, continue carriage or deliver the goods to the consignee, the carrier shall immediately seek instructions from the consignor.

§ 3. If, within eight days of sending a request to the consignor, or within 72 hours for perishable goods and 48 hours for animals, the consignor forwards no instructions or forwards instructions on what is to be done with the goods that are impracticable, the carrier shall have the right to dispose of the goods.

§ 4. The carrier shall be entitled to dispose of the goods without complying with the deadlines set in § 3 of this article if the condition of the goods requires urgent action.

§ 5. If the consignor has provided instructions in the consignment note on what to do with the goods in the event of circumstances preventing their carriage or delivery, the carrier shall act accordingly. If the carrier decides that such instructions cannot be carried out, the provisions §§ 1-3 of this article shall apply.

§ 6. If there are circumstances preventing carriage or delivery of the goods for reasons beyond the carrier's control, the carrier shall be paid additional carriage charges and expenses as well as any penalties stipulated by national legislation.

Article 29

Formal report

§ 1. The carrier shall draw up a formal report if, when checking the goods during carriage or delivery, it finds:

(1) Discrepancies between the names, mass or quantities of the cargo items and the particulars entered in the consignment note;

(2) Discrepancies between the markings on the cargo items and the particulars entered in the consignment note relating to marks or inscriptions on cargo items, the station and railway of destination, the consignee or the quantity of items;

(3) Damage to or spoilage of the goods;

(4) The consignment note or individual notes for the goods in question, or of goods listed in the consignment note, to be missing or lost.

§ 2. If, under the national legislation of the country of destination, a formal report may be drawn up after the goods have been delivered to the consignee, the consignee shall have

the right to request the carrier that delivered the goods to draw up such a report after the goods have been delivered for any reason that would have escaped detection by means of a visual inspection when the delivery of the goods was made. Such a request to the carrier delivering the goods shall be made by the consignee immediately upon discovering the loss, shortfall, deterioration or spoilage of the goods and not later than 72 hours after the goods were delivered.

Article 30

Calculation of carriage charges

§ 1. Carriage charges shall be calculated according to the tariffs applied by the carriers performing the carriage.

§ 2. The carriage charges shall be calculated separately by each carrier participating in the carriage for the distance of carriage and in the currency established in accordance with the applicable tariffs for the international carriage in question.

Carriage charges for the waterway section of the route shall be calculated in accordance with the applicable tariffs for the carriage in question.

§ 3. Carriage charges shall be calculated in accordance with the applicable tariffs on the day on which the contract of carriage is concluded.

§ 4. If it is discovered that a wagon has been filled beyond its carrying capacity or in excess of the permissible static load for its bogies, the carriage charges for the carriage of the excess mass of cargo carried in an individual wagon shall be calculated as for an independent consignment, according to the tariffs applicable at that time of the discovery.

§ 5. If it is ascertained that incorrect, inaccurate or incomplete information has been entered in the consignment note, the carrier that discovers such a discrepancy and the successive carriers shall calculate the carriage charges for the cargo that is actually carried.

§ 6. When, for reasons beyond the control of the carrier, circumstances preventing carriage arise and the route must be altered, the carriage charges shall be calculated for carriage along the new route.

§ 7. When, for reasons beyond the control of the carrier, a consignment must be trans-shipped en route from a single wagon into two or more wagons of the same rail gauge, the carriage charges for the cargo loaded into each of the wagons shall be calculated separately, as for independent consignments.

§ 8. When a consignment is trans-shipped at a station where railways of different gauges meet from a single wagon of one rail gauge, and two or more wagons of the other rail gauge are required, the carrier shall be entitled to calculate the carriage charges for the cargo loaded onto each car separately, as independent consignments.

§ 9. If there is a change in the contract of carriage, the carriage charges shall be calculated separately for the distance of carriage to the station where the contract of carriage was amended, and from that station to the new destination station.

Article 31

Payment of carriage charges and penalties

§ 1. Unless otherwise agreed by those taking part in the carriage, the payment of carriage charges shall be the duty of:

- (1) The consignor, to the carriers taking part in the carriage, with the exclusion of the carrier delivering the cargo, for the carriage performed by them;
- (2) The consignee, to the carrier delivering the cargo, for the carriage performed by that carrier.

The same shall apply in respect of contractual penalties.

§ 2. If the consignor or the consignee assigns its obligations under §1 of this article to a third party, the third party shall be mentioned by the consignor in the consignment note as the payment agent and shall have a contract with the corresponding carrier.

§ 3. If the consignee does not receive the cargo and does not invoke the rights set out in article 25, (Amendment of the contract of carriage), § 3, and in article 26 (Delivery of goods), § 2, or does not appear for the reception of the cargo, then the obligation to pay the carriage charges under the contract in question shall be transferred to the consignor.

§ 4. In the event of miscalculation of carriage charges, any shortfall in payments shall be made up and any overpayment shall be reimbursed.

§ 5. Carriage charges and penalties shall be paid to the carrier in accordance with the national legislation of the State where the payment is made.

§ 6. The carrier shall be entitled to require payment of carriage charges before the beginning of carriage.

Article 32

Additional costs associated with the carriage of goods

§ 1. The carrier shall be reimbursed for all costs associated with the carriage of goods that are not provided for in the applicable tariffs but have been incurred owing to circumstances beyond the carrier's control. Such costs shall be determined on the date that they are incurred, separately for each consignment, and shall be confirmed by the relevant documents.

§ 2. Compensation for additional costs shall be paid in accordance with the procedure established under article 31 (Payment of carriage charges and penalties).

Article 33

Cash on delivery payments and loans

Cash on delivery payments and loans shall not be permitted.

Article 34

Carrier's lien

§ 1. The carrier shall have a lien on the goods in its charge until payment for all costs incurred under the contract of carriage is made.

§ 2. The exercise of the right of lien shall be determined by the national legislation of the country in which the carrier is exercising its right of lien.

Article 35*Settlement of accounts between carriers*

§ 1. A carrier that has received or should have received carriage charges payable under the contract of carriage to other carriers participating in the carriage must pay them to those carriers.

§ 2. Accounts between carriers arising as a result of the application of the Agreement shall be settled in accordance with an agreement on the settlement procedure concluded between the carriers.

Article 36*Claims between carriers for recovery of compensation paid out*

§ 1. A carrier that has paid compensation to a consignor or consignee in the cases provided for in this Agreement and in accordance with the Agreement shall have a right of recourse against other carriers participating in the carriage, in accordance with the following provisions:

(1) If the loss or damage has been caused by a single carrier, the carrier shall be solely liable for it;

(2) If the loss or damage has been caused by several carriers participating in the carriage, each carrier shall be liable for the share of the loss or damage that it caused;

(3) If it cannot be proved that the loss or damage has been caused by one or several carriers, the carriers shall agree on the procedure for apportioning liability. If the carriers cannot agree on the procedures for apportioning liability, liability between them shall be apportioned in proportion to the tariff distance travelled by the consignment during its carriage by each of the carriers, except those who proved that the damage was not through their fault.

§ 2. When recovering compensation for a delay in the delivery of goods, if the delay in delivery of the goods was caused by several carriers, the percentage of compensation shall be determined in accordance with article 45 (Amount of compensation for delay in delivery), § 2, based on the overall delay in delivery for the entire route and shall be calculated on the basis of the freight charge received by each of the carriers that allowed for the delay in delivery.

§ 3. A carrier against which a claim for compensation is made may not contest the payment of compensation to the carrier making the claim if such compensation was determined by a court decision and the carrier against which the claim was made was notified in a timely manner of the consideration of the case by the courts.

§ 4. A claim against the recovery of compensation paid for a claim must be made within 75 days of the actual date of payment of the claim.

A claim against compensation determined by a court decision must be made within 75 days of the date of entry into force of the decision.

Article 37*Liability of the carrier*

§ 1. The carrier shall have liability to the consignor or consignee solely as provided by the carriage of contract in the manner and within the limits prescribed by this Agreement.

§ 2. The carrier shall be liable for the loss, shortage, damage to or spoilage of goods from the time that they are taken over for carriage until they are delivered.

Circumstances for which the carrier incurs liability for the loss, shortage, damage to or spoilage of goods shall be attested by a formal report.

§ 3. The carrier shall be liable for delay in delivery of the goods.

Article 38

Persons for whose actions the parties to the contract of carriage have liability

§ 1. The parties to a contract of carriage shall be liable for the actions of their servants and other persons whose services they make use of for the execution of the contract of carriage, when these servants and other persons are acting within the scope of their functions.

§ 2. The managers of the railway infrastructure shall be considered as persons whose services the carrier makes use of for the execution of the contract of carriage.

Article 39

Limit of liability of the carrier

§ 1. The limit of liability of the carrier may not exceed the amount of compensation payable by the carrier for the loss of goods.

§ 2. The carrier shall not be held liable for the loss, shortage, damage to or spoilage of goods taken over for carriage if such occurrences have taken place:

(1) As a result of circumstances that the carrier could not prevent and the mitigation of which was beyond its control;

(2) As a result of goods, containers or packaging materials not being of suitable quality or as a result of the special natural or physical features of the goods, containers or packaging materials that cause damage or spoilage;

(3) Through the fault of the consignor or consignee or as a result of requirements of theirs for which the carrier cannot be held to account;

(4) For reasons related to the loading or unloading of the goods, where carried out by the consignor or the consignee;

(5) As a result of the absence of containers or packaging necessary for carriage;

(6) As a result of the consignor handing over items under an incorrect, inaccurate or incomplete description or not in compliance with the provisions of the Agreement;

(7) As a result of the consignor loading goods in a wagon or container unfit for carriage of such goods;

(8) As a result of the consignor's wrong choice of mode of carriage of perishable goods or the type of wagon or container;

(9) As a result of non-fulfilment or improper fulfilment of customs or other administrative formalities by a consignor or a consignee;

(10) As a result of the inspection, seizure or confiscation of goods by public authorities for reasons beyond the control of the carrier.

§ 3. The carrier shall not be liable for the loss, shortage, damage to or spoilage of goods accepted for carriage if such occurrences have taken place during the carriage of goods

under special contractual conditions and the exemption from liability shall be specified by these special contractual conditions.

§ 4. The carrier shall not be liable for shortfalls in:

(1) Goods transported in containers or bound with rope, if the goods have been issued to the consignee in the full number of items, in proper containers or properly bound with ropes and with no sign of external interference with the content that could have caused the shortfall;

(2) Goods transported without containers or ropes if the goods have been issued to the consignee in the full number of items and with no sign of external interference with the content that could have caused the shortfall;

(3) Goods if the goods were loaded by the consignor onto a wagon, ITUs or motor vehicle or were delivered to the consignee by the consignor with intact seals and with no sign of external interference with the goods that could have caused a shortfall in goods;

(4) Goods in containers loaded onto a wagon by the consignor (with doors opening inwards) if the containers in the wagon have travelled without stops and have been handed over to the recipient without verification of the seals and with no sign of external interference with the goods that could have caused a shortfall in goods;

(5) Goods accepted for carriage in open rolling stock if the goods arrived in a wagon in good working order without trans-shipment en route and there are no signs which would show that a shortfall in goods has occurred during carriage;

(6) Removable or spare parts from sealed ITUs or motor vehicles if these ITUs or motor vehicles were delivered to the consignee with intact seals by the consignor.

§ 5. The carrier shall not be liable for damage to the goods accepted for carriage in open rolling stock if the goods arrived in a wagon in good working order without trans-shipment en route and there are no signs which would show damage to or spoilage of goods during carriage.

§ 6. The carrier shall not be held liable for delay in the delivery of goods if the delay was caused:

(1) By circumstances that the carrier could not prevent and the mitigation of which was beyond its control;

(2) Through the fault of the consignor or consignee or as a result of requirements of theirs for which the carrier cannot be held to account;

(3) As a result of non-fulfilment or improper fulfilment of customs or other administrative formalities by a consignor, a consignee or a person authorized by them.

§ 7. The carrier shall also not be held liable during the carriage of goods in direct international rail ferry traffic for the loss, shortfall, damage or spoilage or delay in delivery of goods accepted for carriage if the loss, shortage damage or spoilage or delay in delivery of the goods occurred as a result of:

(1) Fire if the carrier proves that it was not through its fault or through the fault of other persons whose services it makes use of for the execution of the contract of carriage when these persons are performing their duties;

(2) Measures to save lives or reasonable measures to save property;

(3) Hazard, risk or accidents.

However, the carrier may only avail itself of these grounds for exemption if it proves that the loss, shortfall, damage or spoilage or delay in delivery occurred in the course of the

journey by sea from the start of loading of goods by water transport until their unloading by water transport.

Article 40

Presumption in the event of a change of legal regime regulating the contract of carriage

If, during the carriage of goods from a State in which this Agreement does not apply, after the consignment note is reissued in connection with the change of legal regime governing the contract of carriage in accordance with the provisions of this Agreement, damage or spoilage of or a shortfall in the goods is found, and the carrier accepts the consignment without remarks, unless proved otherwise, it shall be presumed that the damage or spoilage of or shortfall in the goods occurred during the execution of the latest contract of carriage.

Article 41

Burden of proof

§ 1. The burden of proof that the total or partial loss, shortfall, damage or spoilage of goods occurred as a result of the circumstances set out in article 39 (Limit of liability of the carrier), § 2, paragraphs 1 and 4, shall fall on the carrier.

§ 2. If it is established that the total or partial loss, damage to or spoilage of goods may have occurred as a result of the circumstances set out in article 39 (Limit of liability of the carrier), § 2, paragraphs 2, 3 and 5-10, and § 7, paragraphs 2 and 3, it shall be considered that the damage occurred as a result of those circumstances unless the consignor or consignee proves otherwise.

§ 3. The burden of proof that a delay in delivery of goods was not the fault of the carrier shall fall on the carrier.

Article 42

Amount of compensation for total or partial loss of cargo

§ 1. Whenever this Agreement requires the carrier to compensate the consignor or consignee for the total or partial loss of goods, the amount of compensation shall be determined on the basis of the value of the goods.

In case of the loss of or shortfall in goods with a declared value, the carrier shall provide the consignor or the consignee compensation in the amount of the declared value or a proportion of the declared value corresponding to the part of the goods lost.

§ 2. In addition to the compensation provided for in § 1 of this article, the charges and fees and other outlays of the consignor or consignee received by the carrier for the carriage of the goods that have been lost or partially lost shall also be refunded, where these are not included in the costs.

§ 3. In calculating the amount of compensation for mass shortfall of goods, the carrier shall have the right to offset a surplus of goods against the shortfall if, on delivery of goods of identical description and quality coming from a single consignor to a single consignee, including if they have been trans-shipped en route, one consignment note shows a shortfall in goods and the other a surplus.

Article 43*Limitation of liability for mass shortfall*

§ 1. In respect of goods which, by reason of their nature, are generally subject to wastage during carriage, the carrier shall only be liable to the extent that the wastage exceeds the following allowances, whatever the length of the route:

- (1) 2% of the mass for liquid goods or goods consigned for carriage in a wet or moist condition;
- (2) 1% of the mass for dry goods.

For goods carried in bulk, if they are trans-shipped en route, the above allowances shall be increased by 0.3% for each trans-shipment.

§ 2. In respect of goods which, by reason of their nature, are generally subject to wastage during carriage, the carrier shall only be liable to the extent that the wastage exceeds 0.2% of the mass of the goods, whatever the length of the route.

§ 3. Where several cargo items are carried under a single consignment note, the wastage shall be calculated separately for each item if its mass is shown separately on the consignment note or can be ascertained otherwise.

§ 4. In calculating compensation for the loss of goods or a shortfall in the number of cargo items, no deductions for the allowances provided for in § 1 and § 2 of this article shall be made for lost goods or shortfalls in items.

Article 44*Amount of compensation for damage to or deterioration of cargo*

§ 1. Whenever this Agreement requires the carrier to compensate the consignor or consignee for damage to or spoilage of goods, the amount of compensation shall be equivalent to the amount by which the value of the goods has decreased.

§ 2. If goods carried with a declaration of value are damaged or spoiled, the carrier shall pay compensation in the amount of the share of the declared value corresponding to the proportionate reduction in the value of the goods resulting from the damage or spoilage of the goods.

§ 3. The compensation provided for in §§ 1 and 2 of this article shall be determined in accordance with article 42 (Amount of compensation for total or partial loss of cargo), § 1, taking into account the amount of the reduction in value of the goods noted at the place of destination in accordance with the national legislation.

Article 45*Amount of compensation for delay in delivery*

§ 1. If the carrier fails to observe the period of delivery of the goods set out in article 24 (Goods delivery period), the carrier shall pay compensation for the delay in delivery in the form of a penalty.

§ 2. The amount of the penalty for the delay in delivery shall be determined on the basis of the carriage charges of the carrier that allowed the delay in delivery to occur, and the duration of the delay, calculated as the ratio of the delay (in days) to the total delivery time, as follows:

6% of the carriage charges if the delay is not more than one tenth of the total delivery time;

18% of the carriage charges if the delay is more than one tenth, but not more than three tenths, of the total delivery time;

30% of the carriage charges if the delay is more than three tenths of the total delivery time.

§ 3. In cases in which this Agreement requires the carrier to pay compensation for the loss of goods, a delay in delivery shall not be subject to a penalty.

If there is a shortfall in goods, the penalty for the delay in delivery shall be paid in the amount determined on the basis of the part of the goods delivered.

If the goods are damaged or spoiled, payment for compensation for delay in delivery shall not preclude the payment of compensation provided for under article 44 (Amount of compensation for damage to or deterioration of cargo).

Article 46

Claims

§ 1. Claims may be filed against the carrier by the consignor or the consignee.

The right to file a claim for the recovery of an overpayment of carriage charges on the basis of article 31 (Payment of carriage charges and penalties), § 4, of this Agreement may also be filed by a person who has paid such carriage charges in accordance with article 31, § 2, of this Agreement.

The right to file claims shall not be transferable.

§ 2. The claim shall be filed in writing, with appropriate supporting documentation and indicating the amount of the compensation in question.

The claim shall be presented:

- By the consignor to the contractual carrier;
- By the consignee, to the carrier delivering the cargo.

§ 3. Claims shall be submitted individually for each consignment, with the following exceptions:

(1) Claims for the reimbursement of overcharges for freight. Such claims may be submitted for several consignments;

(2) Cases in which a single formal report is drawn up for several consignments. In such cases, a claim shall be submitted in respect of all the consignments specified in the formal report.

§ 4. Claims for a single consignment amounting to the equivalent of 23 Swiss francs or less shall not be allowed. If a claim is made for a larger amount and is recognized as being subject to a payment of the equivalent of 23 Swiss francs or less, the claimant shall not be paid the compensation.

§ 5. The claimant shall include with the claim documentation substantiating it, as listed in the Rules on the Carriage of Goods.

The original copies of the consignment note and the official report shall be attached.

§ 6. Claims filed without observing the requirements of § 3 and § 5 of this article shall be sent back to the claimant without being examined, no later than 15 days after they are

received by the carrier, indicating the reason for their return. In such cases, there shall be no suspension of the limitation period established under § 3 of article 48, entitled “Statutes of limitation”. If the carrier sends the claim back to the claimant after the 15-day period, the lapsing of the limitation period shall be suspended with effect from the day after the 15-day period, until the claim in question is sent by the carrier to the claimant. The carrier’s return of such a claim to a claimant shall not constitute a rejection of the claim and shall not entitle the claimant to bring the case before the courts.

§ 7. The carrier shall, within 180 days of reception of the claim, consider the claim, and if it accepts it either fully or partially, pay the claimant the amount due.

§ 8. In the event of a partial or full rejection of the claim, the carrier shall inform the claimant of the basis for the rejection and at the same time shall return the documentation enclosed with the claim.

§ 9. In all cases where this Agreement shall apply, any claim may be brought against the carrier only in accordance with the conditions and limitations laid down in this Agreement. The same shall apply to any claim brought against the servants and other persons for whom the carrier is liable as established under article 38, (Persons for whose actions the parties to the contract of carriage have liability).

Article 47

Claims under the contract of carriage — Jurisdiction

§ 1. Action may be brought only after a corresponding claim has been filed, and only against the carrier that is the subject of such a claim. A person who has the right to file a claim against the carrier shall have the right to take action on the basis of this Agreement.

§ 2. The right to file a claim and take action shall arise:

(1) For compensation for shortfalls in, damage to or spoilage of goods and also for delay in delivery, from the day of delivery to the consignee;

(2) For compensation for loss of goods 30 days after the expiry of the date of delivery;

(3) For compensation for the reimbursement of overcharges for freight from the day of payment of carriage charges;

(4) For other claims, from the day the circumstances arise serving as a basis for their submission.

§ 3. Action may be brought:

(1) If the carrier has not replied to a claim in the time frame established for its consideration;

(2) If within the time frame for consideration of a claim the carrier has informed the claimant that the claim has been fully or partially rejected.

§ 4. Action shall be brought before the appropriate court where the respondent is located.

Article 48

Statutes of limitation

§ 1. Action against the carrier under this Agreement shall be brought:

(1) Within two months for a delay in delivery of goods;

- (2) Within nine months for other reasons.

§ 2. The time frames established in § 1 of this article shall be counted from the moment that the right to bring a claim arises under article 47 (Claims under the contract of carriage — Jurisdiction), § 2, of this Agreement. The day when the statute of limitations begins shall not be included in the time frame.

§ 3. The submission of a claim filed in accordance with article 46 (Claims) of this Agreement shall suspend the period of limitation provided for under § 1 of this article.

The period of limitation shall resume from the day when the carrier informs the claimant that its claim has been fully or partially rejected, or from the moment when the period established under article 46 (Claims), § 7, of this Agreement, has expired, if the claim has been left without a reply by the carrier.

The repeat submission of a claim on the same grounds shall not suspend the statute of limitation provided for in § 1 of this article.

§ 4. Failure to comply with the statute of limitation shall be grounds for dismissal of claims.

Section III

Use of wagons not owned by the carrier as vehicles

Article 49

Applicable law

§ 1. In addition to the conditions of this section, if a wagon is carried, other conditions of this Agreement shall also apply to the extent that they do not contradict the conditions of this section.

§ 2. By agreement between the carrier and wagon operator, provisions which derogate from the conditions of this Agreement that govern the conditions of the contract of carriage of the wagon may be established. These provisions shall take precedence over the conditions of this Agreement.

Article 50

Carriage of wagons

§ 1. The contract of carriage shall be confirmed by a consignment note.

§ 2. A wagon handed over for carriage shall bear marks and inscriptions as specified in the provisions governing admission of wagons for use in international traffic.

§ 3. Wagons handed over as a means of transport shall not be subject to a declaration of value.

§ 4. The consignor and consignee may modify the contract of carriage of an empty wagon as follows:

- (1) Change the wagon's destination station;
- (2) Change the consignee of the wagon.

§ 5. If a wagon is carried, a formal report shall only be drawn up in cases in which the carrier makes a finding as set out in article 29 (Formal report), § 1, paragraph 4, of this Agreement.

§ 6. In accordance with article 31 (Payment of carriage charges and penalties) and article 32 (Additional costs associated with the carriage of goods), the carrier shall be compensated for all additional carriage charges and other costs relating to a fault with the wagon, determined on the date that they are incurred, separately for each consignment, and shall be confirmed by the relevant documents if the fault with the wagon was owing to circumstances beyond the carrier's control.

§ 7. A wagon tracing request may be made by the consignor, consignee or the owner of the wagon.

§ 8. The consignee shall deal with the wagon handed over to it by the carrier under the contract of carriage according to the instructions of the wagon operator.

Article 51

Liability for loss of or damage to wagons

§ 1. The carrier shall be liable for the loss of or damage to wagons from the time that they are taken over for carriage until they are delivered unless it proves that the loss or damage was not caused through its fault.

§ 2. The carrier shall not be liable for the loss of removable parts of the wagon if information about such parts was not provided on both outer side walls of the wagon.

§ 3. If the wagon is lost, compensation paid by the carrier shall be limited to the residual value of the wagon, to be worked out given its depreciation at the time of the loss.

§ 4. If the wagon is damaged, compensation paid by the carrier shall be limited to costs associated with restoring the wagon and the amount shall not exceed the amount payable in case of loss of the wagon.

Article 52

Liability for damage caused to wagons

The wagon operator shall be liable for damage caused to wagons except in cases in which the carrier was not at fault.

Article 53

Claims for loss of or damage to wagons

§ 1. Wagon operators have the right to bring claims and action against carriers for the loss of or damage to wagons.

§ 2. Claims shall be brought against the carrier that was in charge of the wagon at the time that it was damaged or lost.

§ 3. The claimant shall include with the claim documents to substantiate it.

Section IV

Final provisions

Article 54

Staff Instructions for the Agreement

Relations between carriers shall be governed by the Staff Instructions for the Agreement on International Railway Freight Transportation. The Staff Instructions shall not be applied to govern the legal relationship between the consignor and consignee and between carriers.

Article 55

Conduct of business

The conduct of business under the Agreement and its Staff Instructions shall be the responsibility of the OSJD Committee, which shall carry out its activities on the basis of the Statute of the Organization for Cooperation between Railways, the rules of procedure for the sessions of the Meeting of Ministers and the OSJD Committee Regulations.

Article 56

Amendment and publication of the Agreement and its Staff Instructions

§ 1. The Agreement and its Staff Instructions may be amended by mutual agreement of the parties through negotiations at the relevant meetings of the Commission of the Organization for Cooperation between Railways (OSJD) or through an exchange of letters through the OSJD Committee.

Adopted amendments shall enter into force on 1 July of the following year if, within two months after they are submitted to all the parties, there are no objections from any party.

Amendments drawn up by the relevant Commission shall be confirmed by the OSJD Committee and subsequently presented for information purposes at a session of the Meeting of Ministers.

§ 2. Proposals by the parties for amendments to the Agreement and Staff Instructions shall be submitted to the OSJD Committee and to all the parties at the same time no later than two months before a meeting of the relevant Commission.

Proposals submitted by the OSJD Committee for consideration by this Commission shall be sent to the parties no later than one month before the Commission is convened.

§ 3. The date of entry into force of amendments shall be announced by the OSJD Committee.

§ 4. Information on amendments to the Agreement and its Staff Instructions shall be sent out by the OSJD Committee in such a way as to ensure that they are received by all the parties no later than 45 days prior to the entry into force of the amendments.

§ 5. The Agreement and its Staff Instructions and amendments thereto shall be published in accordance with the national legislation of the parties. The date of entry into force is to be indicated in publications of the Agreement and its Staff Instructions and also of amendments thereto. Amendments are to be published no later than 15 days after they enter into force.

Article 57

Entry into force

The Agreement shall enter into force on 1 November 1951.

Article 58

Accession to the Agreement

The accession of new parties to the Agreement and also withdrawal from the Agreement shall be governed by the provisions on OSJD and the OSJD Committee Regulations.

Article 59

Text of the Agreement

The Agreement has been drawn up in Chinese and Russian. In case of discrepancy, the Russian version shall be the authentic text.

Article 60

Period of validity of the Agreement

The Agreement has been concluded for an indefinite period of time.

Annexes to the Agreement on International Railway Freight Transportation (SMGS)

Annex 1 to SMGS

Rules on the Carriage of Goods

Section I

Acceptance of goods for carriage

1. General provisions
 - 1.1. The consignor shall hand over goods for carriage after the pre-contractual contract of carriage is executed.
 - 1.2. Wagons may be loaded up to their maximum load limit taking into account the permissible static load for their bogies on tracks. The permissible static load for bogies of wagons on tracks during carriage on railways is provided in annex 5 (Guidance manual) to SMGS.
 - 1.3. Once the goods have been loaded, the carrier or consignor, depending on who is to do the loading, shall clean the outer surface of the carriage body of the wagon, the parts of the wagon and the markings on the wagon.
 - 1.4. If goods are turned over for carriage and are stowed and secured with reusable means of fastening, the consignor shall present the carrier with a copy of the most recent periodic inspection certificate drawn up in accordance with the operating instructions or specifications for reusable means of fastening.
 - 1.5. The original consignment note bearing a date stamp and duplicate copy thereof issued by the carrier to the consignor shall attest to the conclusion of the contract of carriage.
2. Consignments
 - 2.1. Goods under a single consignment note shall be accepted for carriage from one consignor at a single dispatching station to one consignee at a single station of destination.
 - 2.2. The following shall be accepted as a consignment:
 - 2.2.1. Goods loaded onto a wagon or coupled wagons, if the goods handed over for carriage require a separate wagon or require two or more coupled wagons;
 - 2.2.2. Goods loaded onto ITUs and motor vehicles or unladen ITUs and motor vehicles;
 - 2.2.3. Goods on their own wheels (railway rolling stock, rail cranes, rail track and construction machines etc.).
 - 2.3. By agreement of the consignor and the carrier, a single consignment note may be drawn up to be presented for carriage by one consignor at a single dispatching station to one consignee at a single destination station for the following:
 - 2.3.1. Goods with the same name carried in two or more wagons (except coupled wagons);
 - 2.3.2. Goods on their own wheels with the same name in quantities greater than a single unit.

2.4. A single consignment note may be drawn up for the carriage of the following:

2.4.1. Goods in several containers or empty containers loaded by one consignor onto a single wagon and travelling from a single dispatching station to a single destination station for one consignee, without trans-shipment or stops in transit;

2.4.2. Goods in several containers or empty containers, regardless of the number of wagons required, travelling from one consignor from a single dispatching station to a single destination station for one consignee if the consignor and carrier have so agreed.

3. Marking

3.1. Goods shall bear, aside from markings marked in accordance with standards and technical standards, markings established by these Rules.

3.2. The marking shall be clearly visible and readable. The material used for marking shall be waterproof and durable.

3.3. When carried without trans-shipment in open rolling stock, goods shall be marked by the consignor with safety marks in cases in which it is not possible to make a visual count of the number of cargo items in a laden wagon and it is possible to remove separate cargo items without affecting the fastening.

Safety marks shall be marked in such a way that, even if one cargo item is removed, it is clear that the mark has been damaged.

4. Cargo items and their mass

4.1. A cargo item shall be considered to be a single article of cargo, bundle, package etc. made up of separate cargo items that are fastened together (unitized cargo item).

4.2. On every cargo item whose mass has been identified by a stencil, the consignor shall show its number and gross and net mass.

4.3. The number of cargo items and their mass in wagons shall be determined by the consignor unless otherwise specified by the national legislation in force in the country of dispatch of the goods.

4.4. The consignor shall indicate in the consignment note the number of cargo items, with the exception of:

- Goods carried in wagons in bulk;
- Goods in containers or packages or piecemeal cargo carried in open rolling stock or in open containers if the total number of items is more than 100.

4.5. The carrier shall have the right to require the consignor to consolidate piecemeal or small loads into consolidated cargo items, including forming these goods into packages if the size and nature of the goods so allows.

4.6. Goods in containers or packages or piecemeal cargo whose mass is indicated on every cargo item and also cargo items with the same standard mass shall not be subject to weighing when accepted for carriage.

4.7. The total mass of goods (gross mass) loaded onto a wagon, ITU or motor vehicle shall be determined, depending on the type of goods and technical capacity, by weighing or by a calculation.

The calculated mass of the load shall be identified:

- By labelling, i.e. by summing up the (gross) cargo mass indicated in the marking of every cargo item;

- By standards, i.e. by multiplying the standard mass of cargo items by the number of cargo items;
- By measurement, i.e. by multiplying the volume of laden goods calculated on the basis of the volume measurement by its mass density;
- By measurement of the filling capacity (for ethyl alcohol ullage) with the volume of the goods that are filled to be determined by calibration tables for tanks worked out by their manufacturer; the temperature of the goods and mass density of the product shall also be determined;
- With the use of counters and other verification tools for measurement.

4.8. If transport devices not included in the mass of the wagon container, ITU or motor vehicle are used when carrying goods, the mass of the devices shall be determined and shown separately in the consignment note.

4.9. If the mass of the cargo is determined by weighing on wagon scales, the mass shown on the wagon shall be taken as the tare weight of the wagon.

If an inspection is carried out prior to loading, the mass determined during the weighing shall be taken as the tare weight of the wagon when the mass of the load is determined.

5. Goods carried in open rolling stock

5.1. Goods may be carried in open rolling stock and also in open containers provided that such a mode of carriage is covered by the national legislation in force in the country of dispatch of the goods.

5.2. The consignor shall determine whether goods containing fine particles may be carried in open rolling stock.

If goods containing fine particles are carried, the consignor is to take measures to prevent the goods from spilling through the structural gaps of the wagon, fine particles from blowing away while the train is in motion and also the goods from falling if the load is higher than the sides of the wagon (with a “cap”).

6. Transfer of goods under the jurisdiction of the carrier

6.1. The carrier shall accept goods loaded by the consignor onto covered wagons and containers for carriage on inspecting the condition of the exterior of the wagons and containers, checking the state of the hatches and doors and ensuring that seals are present and intact and that the marks match the information shown in the consignment note.

The carrier shall check the seals on the containers loaded by the consignor onto the wagons if the arrangement of the containers on the wagon provides access to them. The carrier shall not check the mass, condition and number of cargo items.

6.2. The carrier shall accept goods loaded by the consignor onto an open wagon or container and carried with the number of cargo items shown in the consignment note without checking the mass of the cargo and upon inspecting only the condition of the cargo items (their parts) visible from the outside and checking the safety marks and number of cargo items if it is possible to make a visual count of them.

6.3. The carrier shall accept for carriage goods loaded by the consignor onto an open wagon or container with more than 100 cargo items without checking the mass of the cargo and upon inspecting only the condition of the cargo items (their parts) visible from the outside and checking the safety marks made.

6.4. The carrier shall accept goods carried in bulk in open wagons for carriage while checking that the surface of the cargo is even and that there are no gaps in the cargo.

6.5. The carrier shall accept for carriage goods accompanied by attendants of the consignor without checking the number of items, mass and condition of the cargo and the presence of seals.

6.6. The carrier shall conduct a visual inspection of the cargo container or packaging if the goods are loaded by the carrier or the goods were loaded by the consignor in open rolling stock. If it is found during the visual inspection of the goods that goods that require containers or packaging are to be consigned without containers or packaging, or if the container or packaging is defective, or unsuitable for the cargo in question, or does not allow for its transfer from one wagon to another for carriage involving trans-shipment, the carrier shall refuse to accept the cargo for carriage until the violations detected are remedied.

6.7. The transfer of jurisdiction over the goods and wagons from the consignor to the carrier shall be certified by signatures of the party handing them over and the party receiving them in a document established by the national law in force in the forwarding country of dispatch the goods.

Section II

Consignment note

7. General provisions

7.1. The carriage of goods shall be documented by a consignment note which accords with a uniform model in the format provided in annex 1 to these Rules.

The consignment note shall be drawn up by the consignor and submitted to the contractual carrier.

The boxes of the consignment note shall be completed by the consignor and the carrier in accordance with the requirements of these Rules.

7.2. The consignment note shall be a set of documents consisting of six numbered sheets and the requisite number of copies of the sheets of the consignment note entitled "Waybill (copy)".

| <i>No. of note</i> | <i>Name</i> | <i>Recipient</i> | <i>Purpose</i> |
|--------------------|-----------------------------------|---|---|
| 1 | Original consignment note | Consignee | To accompany the goods until the destination station |
| 2 | Waybill | Carrier delivering the goods to the consignee | To accompany the goods until the destination station |
| 3 | Delivery note | Carrier delivering the goods to the consignee | To accompany the goods until the destination station |
| 4 | Duplicate of the consignment note | Consignor | To be issued to the consignor upon conclusion of the contract of carriage |
| 5 | Acceptance note | Contractual carrier | To be kept by the contractual carrier |

| <i>No. of note</i> | <i>Name</i> | <i>Recipient</i> | <i>Purpose</i> |
|--------------------|----------------|------------------|---|
| 6 | Arrival note | Consignee | To accompany the goods until the destination station |
| Without a number | Waybill (copy) | Carriers | Intended for carriers in transit (except the carrier delivering the goods to the consignee) |

The note “Waybill (copy)” shall be prepared for each carrier participating in the carriage (except the carrier delivering the goods to the consignee). The contractual carrier shall determine whether there is a need to draw up a note entitled “Waybill (copy)” for the consignment note.

7.3. Corrections to the information entered in the consignment note shall be made at the dispatching station by the consignor and the carrier by striking through incorrect details and entering new information. Furthermore, each of them shall correct the information that it has entered in the consignment note. The consignor may make corrections to no more than one box or two related boxes and in the box “Consignor’s declarations” shall mark “Corrections made to box ____”. The carrier shall certify its corrections with a stamp.

7.4. Carriers that make amendments to the information in the consignment note in accordance with these Rules shall certify them with a stamp.

7.5. If there is not enough space for entering information in the relevant boxes of the consignment note, the information shall be entered for each box on a supplementary sheet — with the number of copies corresponding to the number of sheets of the consignment note — that is to be attached to each sheet of the consignment note. Supplementary sheets must be the same size as the consignment note. The words “See supplementary sheet” shall be marked in the relevant boxes of the consignment note.

If sections A-F are not enough for calculating the carriage charges, a supplementary sheet shall be drawn up on the back side of sheet 1 of the consignment note, with the assignment of letters to subsequent sections beginning with letter G.

The number of supplementary sheets attached to each sheet of the consignment note shall be shown on the consignment note by the consignor in the box “Consignor’s declarations” and by the carrier in the box “Carrier’s remarks”.

When carrying goods in two or more wagons under a single consignment note, the consignor shall draw up a wagon list in the format provided in annex 2 to these Rules.

When carrying several containers under a single consignment note, the consignor shall draw up a container list in the format provided in annex 3 to these Rules.

The numbering of the boxes of the wagon list and container list shall correspond to the numbering of the boxes of the consignment note.

Data for the box “Total” for the wagon list or the container list shall be entered in the relevant boxes of the consignment note.

One copy of the wagon list or container list shall be attached to each sheet of the consignment note and the words “See attached list” shall be entered under “Wagon” and/or “Description of the goods”.

If goods carried in two or more wagons under a single consignment note are transhipped from wagons of one rail gauge onto wagons of another, the carrier shall draw up a new wagon list, attach one copy to each sheet of the consignment note and cross out information in the original wagon list, which shall also be forwarded with the consignment note.

The consignment number shall be shown at the top of the supplementary sheet of the wagon list and the container list and they shall be signed by the consignor or the carrier, depending on who drew them up.

Supplementary sheets of the wagon list and container list shall be an integral part of the consignment note.

7.6. The blank consignment note forms and supplementary sheets of the wagon list and container list shall be in A4 paper size and be printed in black on white paper.

As a protection measure, the blank consignment note forms may be printed on paper with watermarks, microprint and holograms. Such protection measures must not make completing or reading the consignment note difficult.

7.7. Information entered in the consignment note and supplementary sheets, wagon lists and container lists shall be written or printed in black or stamped. Any stamps used on the consignment note must be clear.

7.8. Accompanying documents attached by the consignor to the consignment note shall be securely affixed by the consignor to the consignment note in order to prevent separation en route.

8. Explanatory notes on completing the consignment note

Box No.

To be completed by *Description of box and its content*

Upper left corner **“SMGS consignment note”**

Carrier The name of the contractual carrier is to be entered.

1 **“Consignor”**

Consignor The following is to be entered:

- Name of the consignor (in accordance with statutory instruments), last and first name (for natural persons) and postal address;
- Customer code of the consignor assigned to it by the contractual carrier if the contractual carrier uses such coding (to be entered in the code field).

The telephone and fax numbers with prefixes and e-mail address may be entered.

The consignor’s signature shall be shown in accordance with the national legislation of the country of dispatch. The consignor’s signature shall attest to the accuracy of the information entered in in the consignment note.

2 **“Dispatching station”**

Consignor The following is to be entered:

- Name of the dispatching station and railway abbreviation;
- Code of dispatching station (to be entered in the field for code number).

When goods are carried from a country in which SMGS is not applicable, the name, code number of the station at which the legal regime governing the contract of carriage changes and the railway abbreviation shall be entered.

Box No.

To be completed by

Description of box and its content

3

“Consignor’s declarations”

Consignor

The following particulars shall be entered:

- Exact transport route when carriage is diverted from the most direct route;
- Instructions for handling of goods in the event of obstacles to carriage and delivery;
- Protective measures and temperature range for the carriage of perishable goods;
- Description of damage to the wagon, ITU or motor vehicle provided by the consignor when handing over the goods or wagon for carriage;
- The remark “Carriage without protection of fragile parts” or “Key to vehicle No. ____” for carriage self-propelled equipment;
- To enter the method of carriage agreed with the carrier (including the method for carriage of empty wagons) when the goods are carried on railways with varying gauges, the following remarks “Trans-shipment into wagon of a different gauge”, “Bogies changed to different gauge” (if a contract for bogie exchange has been concluded, the contract number and date are to be entered), or “Use of adjustable-gauge bogies”;
- Consignor’s declaration concerning repairs carried out by it;
- When carrying refrigerated goods, the percentage of humidity and information about precautionary measures taken (“Goods are refrigerated”, “Chalk (____ %) applied”, “Processed with oil (____ %)”, “Layers of sawdust applied” etc.);
- Ultimate consignee’s name and address when there is a change of legal regime regulating the contract of carriage (when carrying goods consigned to a country in which SMGS is not applicable);
- Indication that a consignment note sheet has been sent when there is a change of legal regime regulating the contract of carriage (when carrying goods consigned to a country in which SMGS is not applicable);
- Extent of attendant’s powers;
- Note on the number of supplementary sheets attached to the consignment note;
- When importing/exporting goods by another mode of carriage, the remark “Imported by ____ (mode of carriage) from ____ (original dispatching station)” or “For export by ____ (mode of carriage) to ____ (country of final destination)”;
- When carrying goods with a declared value, the remark “Declared value of goods ____ (amount in words)”;
- Remarks on stowing and securing conditions for goods not exceeding the loading gauge that are loaded onto open wagons of 1,520 mm gauge (except low-loader wagons): “Point ____ of Chapter ____ TU”, “NTU No. ____”, “MTU No. ____” or “Draft No. ____”;
- When carrying goods in a wagon provided by a consignor with trans-shipment to wagons of a different gauge, the remark “After trans-shipment of goods to the station ____ (name of station of trans-shipment), the empty wagon, to be delivered to ____ (name of the consignee of the empty wagon and its postal address)” or “After trans-shipment of goods to ____ station (name of the station of trans-shipment) the empty wagon is to be sent to ____ (name of station, destination railway and consignee) through ____ border stations (their names), carriers ____ (their names)” and the name and code number of the payer of carriage charges for each carrier participating in the carriage.

| <i>Box No.</i> | <i>Description of box and its content</i> |
|----------------|---|
| 4 | <p>“Consignee”</p> <p>Consignor The following is to be entered:</p> <ul style="list-style-type: none"> • Name of the consignee (in accordance with statutory instruments), last and first name (for natural persons) and postal address; • Customer code for the consignee assigned to it by the destination carrier if the carrier uses such coding (to be entered in the code field). <p>The telephone and fax numbers with prefixes and e-mail address may be entered.</p> <p>When carrying goods consigned to a country in which SMGS is not applied, the carrier abbreviation shall be entered for the reissue of the contract of carriage at the station at which there is a change of legal regime governing the contract of carriage.</p> |
| 5 | <p>“Destination station”</p> <p>Consignor The following is to be entered:</p> <ul style="list-style-type: none"> • Name of the destination station and railway abbreviation; • Code of destination station (to be entered in the field for code number). <p>When goods are consigned to a country in which SMGS does not apply, the following are to be entered: name and code number of the station at which there is a change of legal regime governing the contract of carriage and the railway abbreviation and the remark “For carriage at ____ station (name of terminal and destination country)”.</p> |
| 6 | <p>“Frontier stations”</p> <p>Consignor The name of the frontier exit stations and their codes, railway abbreviation of the country of dispatch and of the railways of transit countries involved in the journey route agreed with the contractual carrier.</p> <p>If the consignment is partially carried by ferry, enter the description of the ports and port railway stations where the goods are trans-shipped (rail/ferry, ferry/rail).</p> <p>If the consignment can be carried from the frontier exit station via different frontier entry stations of the neighbouring country, a description of the frontier entry station through which the consignment is carried is also to be given.</p> |
| 7-12 | <p>When trans-shipping goods, the data on the original wagon are to be crossed out in such a way that they remain legible and, underneath them, the relevant information on each wagon onto which goods are reloaded is to be entered.</p> <p>When consigning along with the main part of the goods excess cargo mass trans-shipped onto an additional wagon, the relevant information on the wagon is to be entered.</p> <p>Boxes are not to be filled in when trans-shipping containers that are loaded by the carrier or containers loaded by the consignor onto a single wagon provided by the carrier for which various consignment notes have been completed.</p> <p>When trans-shipping containers loaded onto a single wagon provided by the consignor for which various consignment notes have been completed for a single consignee, information on the wagon is to be added to one of the consignment notes.</p> |

Box No.

To be completed by

Description of box and its content

| | |
|---|--|
| 7 Consignor or carrier, depending on who loaded the goods | <p>“Wagon”</p> <p>The wagon number is to be entered.</p> <p>The name of the wagon operator and abbreviation of the home railway of the wagon are to be entered.</p> <p>When carrying goods in a refrigerated unit, the remark “RU - ____ (the refrigerated unit number) (____) (number of wagons in the unit)” is to be entered.</p> <p>When carrying goods in coupled wagons, the number of all wagons and the remark “coupling” are to be entered.</p> <p>When carrying goods in two or more wagons under a single consignment note or several containers loaded onto two or more wagons provided by the consignor, the remark “See attached list” is to be entered.</p> <p>When carrying goods on their own wheels, the vehicle number (of each train set) and number of the wagon or rail-mounted gear are to be entered.</p> |
| 8 Consignor | <p>“Wagon provided”</p> <p>Enter the remark:</p> <p>“P” when the wagon is provided by the carrier;</p> <p>“O” when the wagon is provided by the consignor.</p> <p>Wagons provided by the consignee are considered to be equal to wagons provided by the consignor.</p> |
| 9 Consignor or carrier, depending on who loaded the goods | <p>“Load capacity”</p> <p>The load capacity shown on the wagon in tons is to be entered. If several load capacity readings are shown on the wagon, the maximum loading capacity in tons is to be entered.</p> |
| 10 Consignor or carrier, depending on who loaded the goods | <p>“Axles”</p> <p>The number of wagon axles is to be entered.</p> <p>When carrying goods on their own wheels, the number of axles of the vehicle (of each train set), wagon or rail-mounted gear is to be entered.</p> |
| 11 Consignor or carrier, depending on who loaded the goods | <p>“Tare mass”</p> <p>The wagon tare mass shown on the wagon is to be entered.</p> <p>When determining the mass for the unladen wagon by weighing, the mass indicated on the wagon is to be entered first followed by a slash and the mass obtained by weighing.</p> |
| 12 Consignor or carrier, depending on who loaded the goods | <p>“Tank type”</p> <p>When carrying goods in tank wagons with a rail gauge of 1,520 mm, the calibrated tank type marked on the tank under the wagon number is to be entered.</p> |

| <i>Box No.</i> | <i>Description of box and its content</i> |
|----------------|--|
| 13 | “Cargo mass” (after trans-shipment) |
| Carrier | <p>The mass of goods loaded onto each wagon is to be entered.</p> <p>The excess cargo mass unloaded onto an additional wagon is to be entered when consigned at the same time as the main part of the goods.</p> |
| 14 | “Number of items” (after trans-shipment) |
| Carrier | The number of cargo items loaded onto each wagon is to be entered. |
| 15 | “Description of the goods” |
| Consignor | <p>A description of the goods and 8-digit code for each load in accordance with the harmonized commodity code are to be entered.</p> <p>The signs, marks and numbers displayed on the cargo are to be entered.</p> <p>When carrying dangerous goods, a description of the goods and information in accordance with annex 2 to SMGS, “Rules on the Carriage of Dangerous Goods”, are also to be entered.</p> <p>When carrying perishable goods, the remark “Perishable” is to be entered and, when carrying goods in covered ventilated wagons, the remark “Ventilated” is also to be entered.</p> <p>When carrying refrigerated goods, the remark “Refrigerated” is to be entered.</p> <p>When carrying animals, the remarks “Animals” and “Not to be loose shunted” are to be entered.</p> <p>When carrying combustible goods, the remarks “Combustible” and “Protection 3/0-0-1-0” are to be entered.</p> <p>When carrying goods accompanied by attendants:</p> <ul style="list-style-type: none"> • The remark “Accompanied by attendants of the consignor” is to be entered. If the attendants are in a separate wagon or accompany several wagons with goods, the remark “Attendants are in wagon No. ____” is to be added; • The first name and surname of the attendants and the number of their documents necessary for crossing State borders are to be entered. If attendants accompany several wagons with goods or are in a separate wagon, this information is to be entered in the consignment note for the wagon in which the attendants are located; • If there is a change of attendants en route, the remark “Change of attendants at ____ (name of station and railway at which there will be a change of attendants)” is to be entered; • If heating (furnace) equipment is installed in the wagon, the remark “With furnace heating” is to be entered. <p>When goods are carried with the use of transport devices, the name of the transport device is to be entered under the name of the goods for which they are used.</p> <p>In the field outlined with a dotted line</p> <p>When carrying ITUs and motor vehicles, the following information is to be entered:</p> <ul style="list-style-type: none"> • When carrying road trains, motor vehicles, trailers, semi-trailers or dismountable automotive cargo boxes, the specific name and identification number of the ITU, motor vehicle or road train and the remarks “ ____ spare wheels” and “Not to be loose shunted”; • When carrying multipurpose medium-capacity containers, the remark “Container ____ (display its 9-digit number)”; |

Box No.

To be completed by

Description of box and its content

- When carrying large-capacity containers, the 11-digit identification number of the container, consisting of four letters of the Latin alphabet (the first three of which indicate the code of the owner of the container and a final “U”, which stands for freight container) and seven numbers; after the container number, following a dash, a 4-digit code for the size and type of container, followed by the stencilled gross mass of the container in parentheses;
- When carrying two or more containers under a single consignment note, the remark “See attached list”;
- When carrying long loads in coupled wagons, the remark “Not to be loose shunted” is to be entered;
- When carrying special loads the following remarks are to be entered:
 - When carrying out-of-gauge loads, “Out-of-gauge load ____ (degree to which the load is out of gauge)” for railways with a rail gauge of 1,520 mm and “Out-of-gauge loads on ____ (abbreviations for the railways)” for other railways;
 - When carrying out-of-gauge loads with clearance frames, in the consignment note for carriage of out-of-gauge loads, “Clearance frame is mounted on wagon No. ____” and, in the consignment note for carriage of wagons with clearance frames, “Wagon is used for clearance frame for the cargo loaded onto wagon No. ____” if the clearance frame is mounted on an empty wagon and “Clearance frame is mounted on the wagon for carriage of the cargo loaded onto wagon No. ____” if the clearance frame is mounted on a loaded wagon;
 - When carrying out-of-gauge loads and loads in low-loader wagons, “Not to be loose shunted” or “Not to be hump shunted” (the carrier is to determine whether it is necessary to enter such remarks);
 - When carrying goods requiring speed limits because of their technical specifications, “Maximum speed limit ____ km/h”.

When carrying goods loaded within the limits of special or regional loading gauges, the remark “Special loading gauge” or “Regional loading gauge” is to be entered, as appropriate.

Carrier

If there is a change in the contract of carriage, the remark “Contract of carriage has been changed” is to be entered and marked with the carrier’s stamp.

When trans-shipping out-of-gauge goods from a wagon with one rail gauge to a wagon of another rail gauge, the remark “Out-of-gauge load on ____ (abbreviation for the railway)” or “Out-of-gauge load ____ (degree to which the load is out of gauge)” is to be entered.

If there is not enough space in the field before or after the box “Description of the goods” outlined with a dotted line, the entire space of this box may be used to enter the information.

16

“Nature of the packaging”

Consignor

The nature of the packaging of the goods loaded onto a wagon, ITU or motor vehicle is to be specified.

When carrying cargo in packages, “Package” is to be entered first, followed by a slash and then the nature of the packaging of the cargo items in the package and, if the cargo items are not packed, the remark “Not specified”.

When carrying goods without packaging and packages, the remark “Not packed” is to be entered.

| <i>Box No.</i> | <i>Description of box and its content</i> |
|---|--|
| 17 | “Number of units” |
| Consignor | <p>Enter in figures the number of cargo items on one line and description of the goods.</p> <p>When carrying cargo in bulk, enter the remark “In bulk”.</p> <p>When carrying in open rolling stock or an open container the type of cargo and number of items over 100, enter the remark “In bulk”.</p> <p>When carrying goods in packages, the number of packages shall be indicated, followed by a slash, and then the number of the cargo items placed in the packages.</p> <p>When carrying goods with the use of reusable transport devices, the number of such devices is to be entered.</p> <p>When transporting goods in ITUs or motor vehicles, the number of cargo items loaded onto them is to be entered. When carrying goods in road trains, indicate the number of cargo items in the motor vehicle and trailer and the total number of cargo items in the road train.</p> <p>When carrying empty ITUs or motor vehicles, their quantity is to be indicated.</p> |
| 18 | “Mass (in kg)” |
| Consignor | <p>Indicate in figures:</p> <ul style="list-style-type: none"> • Gross cargo mass (including packaging) for each load in a single line with a description of the load (including the mass of cargo on its own wheels); • Tare mass of ITU or motor vehicle; • Mass of transport devices not included in the tare mass of the wagon; • Total gross cargo mass. |
| 19 | “Seals” |
| Consignor or carrier, depending on who loaded the goods | <p>Indicate the number of seals and types of marks on seals affixed to wagons, ITUs or motor vehicles carried without being accompanied by an attendant and, when using seal locks, the abbreviation for the railway forwarding the goods.</p> |
| 20 | “Loading by” |
| Consignor | <p>Enter the remark “Carrier” or “Consignor” depending on who did the loading onto the wagon: the carrier or the consignor.</p> |
| 21 | “Method of determining mass” |
| Consignor | <p>Depending on the method of determining the mass of the cargo, enter the remark:</p> <p>“By weight” (specify type of scales)</p> <p>“According to label”</p> <p>“According to default dimensions”</p> <p>“According to allowance”</p> <p>“According to counter”</p> |

Box No.

To be completed by

Description of box and its content

| | |
|-------------------------------------|---|
| 22 | “Carriers” |
| Consignor | Indicate the abbreviation and code of the contracting (give the first) and subsequent carriers (carrier delivering the goods to be indicated last) and the corresponding section of the journey of each of the carriers performing the transport operation (border areas: stations and their code number). |
| 23 | “Payment of carriage charges” |
| Consignor | Indicate the abbreviation for the carrier in accordance with the order in which they performed the transport operation under the box “Carriers”, the names of each payer and the reason for the payment (payer code number, date and number of contract etc.). |
| 24 | “Documents attached by the consignor” |
| Consignor | <p>Include a list of accompanying documents attached by the consignor to the consignment note. If several copies of the document are attached, indicate the number of copies.</p> <p>If the accompanying documents listed in the consignment note are intended to be removed en route, the abbreviation for the railway on which they are to be removed must be indicated after the name of the document, with the remark “for ____ (abbreviation of the railway on which they are to be removed)”.</p> |
| 25 | “Information not intended for the carrier, No. of contract for delivery” |
| Consignor | <p>Enter consignor’s information concerning a given consignment and not intended for the carrier.</p> <p>If the document needed for the completion of administrative formalities is not attached to the consignment note, but is sent to the relevant supervisory authority, enter the remark “ ____ (indicate the name, number and date of the document) submitted to ____ (indicate the name of the supervisory authority)”.</p> <p>Other information may be entered, including the number of the contract for delivery concluded between the exporter and the importer if the contract has only one number for both the exporter and the importer. If the contract for the delivery has two numbers — one is for the exporter, the other for the importer — indicate the exporter’s contract number.</p> |
| 26 | “Date when the contract of carriage was concluded” |
| Carrier | Mark with the contractual carrier’s date stamp at the dispatching station. |
| 27 | “Date of arrival” |
| Carrier | <p>Mark with the carrier’s date stamp at the destination station.</p> <p>If the goods do not arrive, enter the remark “Goods not arrived” and mark with the carrier’s stamp.</p> |
| 28 | “Remarks for completing customs and other administrative formalities” |
| Customs, administrative authorities | <p>Enter the remarks:</p> <ul style="list-style-type: none"> • Customs for the purpose customs inspections; • Other public authorities for the completion of administrative procedures. |
| 29 | “Consignment No.” |
| Carrier | Enter consignment number. |

Back side of sheets 3 and 6

Box No.

To be completed by

Description of box and its content

30

“Carrier’s remarks”

Carrier

Enter the remarks:

- “Record of opening ____ (date), station ____ (railway)” if a record of opening is kept;
- “ ____ (Description of accompanying document) No. ____ seized at ____ station” if accompanying documents are seized;
- “ ____ (Number of) seals/sealing devices with the signs ____” replaced by “ ____ (Number of) seals/sealing devices with the signs ____” or “ ____ (Number of seals) seals/sealing devices with the signs ____ attached to replace the missing seals” if the carrier has replaced or attached seals;
- “Goods” ____ (kg/item) forwarded subsequently to ____ (document number and description) if a document is created for subsequent forwarding of overweight goods;
- “Wagon consigned subsequently to ____ (document number and description)” — if the wagon has been detached from a group of wagons consigned using a single consignment note;
- “Wagon detached” when the wagon is detached from a group of wagons using a single consignment note (in the wagon list opposite the number of the detached wagon);
- “Part of consignment for subsequent forwarding has been delivered” — on delivery of the remaining goods — confirmed by carrier’s date stamp;
- “Diverted to ____ (name of station) station to consignee (name of consignee), in accordance with (document description and date)” if the contract of carriage has been amended;
- “Change of journey route indicated due to ____ (details of obstacle)” if the journey route indicated in the consignment note has been changed — confirmed by carrier’s stamp;
- “ ____ (description of document completed by the carrier during carriage to confirm the circumstances that affect or could affect the carriage of the goods, document number, date completed, name of station and abbreviation for railway)”;
- “Checked cargo mass ____ kg” if the cargo mass is within the permitted limits — in accordance with article 43 (Limitation of liability in case of mass shortfall) of SMGS — but does not correspond to the details given in the consignment note confirmed by carrier’s stamp;
- “Attached consignment note ____ (enter number and date)” when attaching to an SMGS consignment note intended for the consignee sheets of a consignment note of a different international agreement that sets standards for contracts of carriage of goods;
- “Attached ____ (enter the number of supplementary sheets attached to the consignment note by the carrier)”;
- “Damage (failure) report ____ (enter report number) of ____ (enter date of report), ____ (enter name of station and abbreviation for the railway on which the report was drawn up)”.

During trans-shipment to change gauge, enter details of the tally number and signs of the seals attached to the wagons into which the goods have been trans-shipped.

Box No.

To be completed by

Description of box and its content

When carrying an exceptional consignment, enter information on the agreement for carriage on the railway and, when carrying goods in rail ferry traffic, for the waterway section of the route along which carriage of the goods requires an agreement.

31

“Formal report”

Carrier

Indicate the number and date of the formal report along with the name of the station and abbreviation for the railway on which it was drawn up and mark with the stamp of the carrier who drew it up.

32

“Extension of delivery period”

Carrier

Indicate the name of the station and abbreviation for the railway on which the goods are delayed, length of the delay and code for the cause of delay justifying the extension of the delivery period and mark with carrier’s stamp.

The following codes are to be used for the cause of delay:

| Code | Meaning |
|------|--|
| 1 | Completion of customs and other formalities |
| 2 | Checking the contents of the consignment |
| 3 | Checking the cargo mass |
| 4 | Checking the number of cargo items |
| 5 | Amendment of the contract of carriage |
| 6 | Circumstances preventing carriage |
| 7 | Animal care |
| 8 | Repair of load or packaging caused by circumstances beyond the carrier’s control |
| 9 | Trans-shipment of goods caused by circumstances beyond the carrier’s control |
| 10 | Other causes |

Under Code No. 10, “Other causes”, give the reason for the delay of the consignment.

33

“Remarks on handing over goods”

Carrier

Mark with the date stamps of the carriers accepting the goods at the stations where the goods are handed over in the order in which the goods are handed over from one carrier to the other.

34

“Remarks on passing through border stations”

Carrier

Mark with carriers’ date stamps at the border-crossing stations in journey order.

35

“Notification of arrival of goods” (sheet 3)

Carrier

Completed according to the national legislation in the destination country.

36

“Delivery of goods” (sheet 3)

Consignee

Enter date and signature of the consignee.

Enter further details required by national legislation in the destination country.

Carrier

Enter the carrier’s date stamp at the destination station.

The back of sheets 1, 2, 4 and 5 of the sheet “Waybill (copy)”

| <i>Number of box/section</i> | <i>Description of box and its content</i> |
|------------------------------|---|
| A-F | “Sections for calculating carriage charges” |
| Carrier | The sections for calculating each carrier’s charges separately for each section of the journey depending on the tariff applied. |
| 37 | “Section” The name and code of the stations at the beginning and end of each charging section are to be specified in each section. |
| 38 | “Distance (km)” Enter the distance between the stations at the beginning and end of the section. |
| 39 | “Chargeable mass, kg” Enter the mass used as the basis for charging, split by tariff classes. |
| 40 | “Ancillary charges” Give the codes and, if there are no codes, a description of the ancillary charges and other costs and enter their amounts calculated according to the tariff of the carrier for this route section, in the tariff currency. |
| 41 | “Tariff” The number or description of the tariff applied is to be given. |
| 42 | “Goods code” If necessary, enter a code corresponding to the Harmonized Commodity Code, which is crucial for calculating the charges. |
| 43 | “Exchange rate” Give the exchange rate for the charges expressed in the tariff currency in which they are to be levied on the consignor or consignee. |
| 44 | “Tariff currency” Give the code or name of the tariff currency in which carriage charges to be levied on the consignor are calculated. |
| 45 | “Currency of payment” Give the code or name of the currency in which carriage charges are to be levied on the consignor. |
| 46 | “Tariff currency” Give the code or name of the tariff currency in which carriage charges to be levied on the consignee are calculated. |
| 47 | “Currency of payment” Give the code or name of the currency in which carriage charges are to be levied on the consignee. |
| 48 | “Carriage charges” Give the carriage charges calculated according to the tariff applied by the carrier for this route section, in the tariff currency. |

| <i>Number of box/section</i> | <i>Description of box and its content</i> |
|------------------------------|---|
| 49 | Give the carriage charges calculated according to the tariff applied for this route section in the currency in which the costs are to be incurred by the consignor. |
| 50 | Give the carriage charges calculated according to the tariff applied by the carrier for this route section, in the tariff currency. |
| 51 | Give the carriage charges calculated according to the tariff applied for this route section in the currency in which the costs are to be incurred by the consignee. |
| | “Total amount” |
| 52 | Give the total amount of ancillary costs and costs of the carrier not covered by the applicable tariff in the tariff currency when the costs are to be collected from the consignor. |
| 53 | Give the total number of ancillary costs and costs of the carrier not covered by the applicable tariff in the currency in which they are to be collected from the consignor. |
| 54 | Give the total amount of ancillary costs and costs of the carrier not covered by the applicable tariff in the tariff currency when the costs are to be collected from the consignee. |
| 55 | Give the total number of ancillary costs and costs of the carrier not covered by the applicable tariff in the currency in which they are to be collected from the consignee. |
| | “Total” |
| 56 | Give the total amount in the tariff currency arrived at by adding up the amounts in boxes 48 and 52 of the corresponding section for calculating carriage charges. |
| 57 | Give the total amount arrived at by adding up the amounts in boxes 49 and 53 in the currency in which the freight costs are to be collected from the consignor. |
| 58 | Give the total amount in the tariff currency arrived at by adding up the amounts in boxes 50 and 54 of the corresponding section for calculating carriage charges. |
| 59 | Give the total amount arrived at by adding up the amounts in boxes 51 and 55 in the currency in which the carriage charges are to be collected from the consignee. |
| | “Total” |
| 60 | Give the total amount arrived at by adding up the amounts in box 56. |
| 61 | Give the total amount arrived at by adding up the amounts in box 57. |
| 62 | Give the total amount arrived at by adding up the amounts in box 58. |
| 63 | Give the total amount arrived at by adding up the amounts in box 59. |
| 64 | “Remarks for calculating and collecting carriage charges” |
| Carrier | <p>Enter remarks required by the carrier for calculating and collecting carriage charges and certify with the carrier’s stamp:</p> <ul style="list-style-type: none"> • Trans-shipment of excess cargo mass determined on a transit railway or on a railway in the destination country onto an additional wagon: “Shipment of excess cargo mass”; • Reasons for the use of two or more wagons for a trans-shipment from a single wagon: “Trans-shipped __ (give number) wagons because _____ (give specific reason)”; • Other remarks. |

Number of box/section *Description of box and its content*

65 **“To be collected additionally from the consignor”**

Carrier Enter costs (details of costs and amounts) which are to be collected additionally from the consignor.

9. Specific features of completing a consignment note in connection with a change of the legal regime regulating the contract of carriage
- 9.1. These rules are to be applied to the carriage of goods between countries in which SMGS is applied and countries in which SMGS is not applied that reissue the consignment note by the carriers at the station at which the legal regime governing the contract of carriage changes.
- 9.2. Stations at which the regime governing the carriage changes are to be located in a country in which SMGS and a different international agreement that sets standards for contracts of carriage of goods by rail are applied simultaneously.
- 9.3. When carrying goods consigned to a country in which SMGS is not applied, the consignment note is to be completed in accordance with these Rules, as follows:
- 9.3.1. In the box “Destination station”, the consignor is to enter the name and code number of the station at which there is a change of legal regime governing the contract of carriage and the railway abbreviation and the remark “For carriage at ____ station (name of terminal and destination country)”;
- 9.3.2. In the box “Consignee”, the consignor is to enter the abbreviation for the carrier reissuing the contract of carriage at the station at which there is a change of legal regime governing the contract of carriage;
- 9.3.3. In the box “Consignor’s declarations”, the consignor is to enter the ultimate consignee’s name and address.
- 9.4. At the station at which there is a change in the legal regime governing the contract of carriage:
- 9.4.1. The consignment note under another international agreement which sets legal standards for contracts of carriage of goods by rail shall be drawn up on the basis of information contained in the SMGS consignment note;
- 9.4.2. Sheet 1, “Original of the consignment note”, and sheet 6, “Arrival note”, of the SMGS consignment note are to be attached to the new consignment note;
- 9.4.3. The consignor is to be sent in accordance with the declaration made in the box “Consignor’s declarations” of the SMGS consignment note the new consignment note sheet intended for the consignor.
- 9.5. When goods are carried from a country in which SMGS is not applied, the carrier shall complete an SMGS consignment note at the station at which there is a change of legal regime governing the contract of carriage on the basis of information contained in the consignment note under another international agreement which sets legal standards for contracts of carriage of goods by rail, as follows:
- 9.5.1. In the box “dispatching station”, the name, code number of the station at which the legal regime governing the contract of carriage changes and the railway abbreviation shall be entered;
- 9.5.2. A sheet of the consignment note under another international agreement which sets legal standards for the contract of carriage of goods by rail is to be attached to the SMGS

consignment note intended for the consignee and the remark “Consignment note is attached _____ (enter number and date)” is to be entered in the box “Carrier’s remarks” of the SMGS consignment note;

9.5.3. The consignor shall be sent upon request, as indicated in the consignment note under another international agreement that establishes legal provisions for contracts of carriage of goods by rail, sheet 4 of the SMGS consignment note, “Duplicate of the consignment note”.

Section III

Sealing

10. General Provisions

10.1. Sealing is to be done by means of seals or a sealing/locking mechanism.

10.2. Only the structural openings in a wagon, ITU or motor vehicle that have sealing/locking mechanisms fitted shall be sealed.

10.3. Sealing of wagons after trans-shipment of goods in them shall be done by the consignor or the carrier in accordance with the national legislation.

11. Signs

11.1. Seals are to have the following signs:

11.1.1. Abbreviation for the destination railway and name of dispatching station;

11.1.2. The seal’s code number;

11.1.3. If the wagon or container is sealed with the consignor’s seals, the abbreviation for the consignor;

11.1.4. If the wagon or container is sealed with the carrier’s seals, the abbreviation for the carrier.

11.2. Sealing/locking mechanisms are to have the following signs:

11.2.1. The abbreviation for the forwarding railway;

11.2.2. The seal’s code number.

11.3. In addition, sealing/locking mechanisms may show the name of the dispatching station and consignor of the cargo, in abbreviated form if necessary.

Section IV

Special conditions of carriage of certain goods

12. Goods accompanied by attendants of the consignor

12.1. The following shall be accompanied by attendants of the consignor during carriage:

12.1.1. Goods requiring maintenance in transit;

12.1.2. Perishable goods requiring maintenance during carriage, with the exception of goods in refrigerated wagons of the carrier and in refrigerated containers, ITUs or motor vehicles maintained by the carrier if it is necessary only to maintain the temperature range

and ventilation; if the equipment of the refrigerated wagons, refrigerated containers, ITUs or motor vehicles are maintained by persons who are not employees of the carrier, these persons are to be counted by the carrier and the documents concerning them required for the attendant are to be drawn up;

12.1.3. Animals;

12.1.4. Goods on their own wheels: locomotives, wagons of multiple units, rail cranes, rail track and construction machines.

12.2. The consignor shall have the right to hand over for carriage other goods accompanied by an attendant.

12.3. No more than two freight attendants shall be allowed for each freight wagon. When carrying goods in two or more wagons under a single consignment note, the consignor is to determine the necessary number of attendants for groups of wagons.

12.4. The consignor shall have the right to replace attendants during the carriage of goods.

12.5. The attendant shall have the appropriate qualifications, comply with these rules together with administrative rules and rules of safety in rail transport, have the required documents, means, materials and tools and, when accompanying animals, keep a register of the animals being cared for.

12.6. Each attendant shall complete a "Freight attendant certificate" (hereinafter referred to as certificate), on the basis of the information entered in the consignment note by the consignor about the carrier's attendants in the format provided in annex 4 to these Rules, giving the attendant the right to accompany the freight. The carrier may enter additional information in the certificate concerning the attendant, in accordance with the national legislation. The certification sheet shall be printed and completed in one of the working languages of OSJD in accordance with the provisions of article 15 (Consignment note) of SMGS.

The attendants shall carry the certificate with them and present it on request of the carrier's infrastructure managers or the bodies responsible for administrative control. Attendants shall return the certificates to the railway at the station where the accompanied carriage ends.

12.7. In the box "Description of the goods" of the consignment note:

12.7.1. The consignor is to enter the remark "Accompanied by attendants of the consignor". If the attendants are in a separate wagon or accompany several wagons with goods, the consignor shall enter additionally the remark: "Attendants are located in wagon No. _____";

12.7.2. The consignor shall enter the first name and surname of the attendants and the number of their documents necessary for crossing State borders. If attendants accompany several wagons with goods or are in a separate wagon, the consignor shall enter this information in the consignment note for the wagon in which the attendants are located;

12.7.3. If there is a change of attendants en route, the consignor shall enter the remark "Change of attendants at ____ (name of station and railway at which there will be a change of attendants)";

12.7.4. When attendants are replaced en route, the carrier shall cross out the information on the attendants provided by the consignor and shall note the corresponding information about the other attendants.

12.8. If the attendants are to travel in a separate wagon, a separate consignment note shall be drawn up for this wagon.

12.9. The consignor shall have the right to authorize an attendant to fulfil the obligations and exercise the rights of the consignor in the event of obstacles to carriage and delivery. The consignor shall indicate the extent of the powers of the attendant in the box "Consignor's declarations" of the consignment note.

12.10. If necessary, the consignor shall have the right to install a coal- or wood-burning cast-iron stove, while observing fire safety rules and equipping the wagon with fire-fighting appliances, and shall enter in the box "Description of the goods" the remark "With stove heating".

12.11. If, when carrying a group of wagons accompanied by attendants, separate wagons are uncoupled en route and further maintenance of them by attendants is not provided, the carrier shall act in accordance with the requirements of the section "Acts in the event of circumstances preventing carriage" of these Rules. If such cases arise when carrying animals, the carrier shall decide whether to accompany the cargo in accordance with the national legislation of the State in whose territory the wagon was uncoupled.

13. Perishable goods

13.1. Perishable goods are goods which, in accordance with the standards, technical regulations and technical specifications, by their nature require measures (cooling, heating, ventilation) during carriage to protect them from the effect of high or low temperatures, or particular care or maintenance.

13.2. The consignor shall hand over perishable goods for carriage in good condition in terms of quality and temperature, in accordance with the national legislation of the country of dispatch.

13.3. The consignor shall determine the necessary protection measures and type of wagon for the carriage of perishable goods, taking into account the temperature conditions and physical state of the goods before loading, their expiration date, the estimated date of delivery and the most adverse weather conditions along the entire route.

13.4. Only perishable goods with different names which are not apportioned and do not absorb the odours of goods and have the same conditions of carriage may be carried in a single wagon or container.

13.5. Perishable goods which require measures of protection, care or maintenance during carriage shall be accepted for carriage in wagons and containers if a consignment note is completed for the goods loaded onto each wagon or container.

13.6. In the box "Description of the goods" of the consignment note, the consignor shall enter the remark "Perishable" and, if the goods are carried in covered ventilated wagons, "Ventilated".

13.7. In the box "Consignor's declarations" of the consignment note, the consignor shall indicate the required measures of protection and temperature range for carriage for the entire route, taking into account the technical capacity of the wagon or container. If the consignment note does not have such instructions from the consignor, it is to be considered that there is no need to take measures of protection and observe a temperature range for the carriage of the perishable goods in question.

14. Self-propelled equipment

14.1. Self-propelled equipment refers to passenger, goods and special vehicles, buses, trolleybuses, trams, the bodies of the vehicles, tractors, excavators, self-propelled agricultural machinery and other self-propelled wheel- or track-mounted equipment.

14.2. For the carriage of such equipment in open rolling stock, the consignor shall prepare it for carriage as follows:

- Parts that are easily removable (without the use of tools) are to be removed and packed;
- All fragile parts (for example, glass, headlights) are to be removed and packed or protected with packaging material; equipment without protection of fragile parts may be carried at the request of the consignor, who shall make such a request by entering the remark “Carriage without protection of fragile parts” in the box “Consignor’s declarations” of the consignment note;
- Doors of cabins, compartments, covered bodies, bonnets, luggage racks, quarters etc. are to be closed with latches or locks designed for them;
- Cabins, compartments, bodies, bonnets etc. which close from the outside shall be sealed; the type of seals, signs on them, means of affixing and placement of them shall be determined by the consignor;
- Fuel and water are to be drained; the remaining fuel in the fuel tank shall be sufficient for loading and unloading the self-propelled equipment and shall not exceed 10 litres for equipment with a load limit of up to 5 t and 15 litres for vehicles with a load limit greater than 5 t;
- The keys to all machinery carried under one consignment note in open rolling stock shall be placed in a key cabinet with numbered boxes that match the vehicle numbers. The key cabinet shall be carried in the compartment, cabin or boot of one of the vehicles, whose key is to be packaged, sealed by the consignor and attached to the consignment note and the consignor shall enter the remark “Key to vehicle No. _____” in the box “Consignor’s declarations”.

14.3. The consignor shall package the accessories of the equipment placed in the cabin, compartment, boot or covered body of the vehicle. Boxes with large accessories placed in open rolling stock outside the self-propelled equipment shall be fitted with a metal strap. The consignor shall put a list of the contents in each box.

14.4. When transporting equipment in the open rolling stock as a group, components, tools and accessories may be loaded in packaging onto a covered wagon, which is to be transported as part of the group.

14.5. The consignor shall draw up an inventory for each piece of equipment in duplicate. The inventory shall be printed and completed in one of the working languages of OSJD in accordance with the provisions of article 15 (Consignment note) of SMGS.

If the loading preparation is the same for each piece of equipment, the inventory may be drawn up for a group of pieces of equipment loaded onto a single wagon or for all the equipment travelling under a single consignment note.

The following shall be indicated in the inventory:

- Description and quantity of the fuel contained in the fuel tank;
- Description, quantity and placement on the equipment of easily removable parts;
- Quantity of packaging with replacement parts and tools and their placement on the equipment;
- Quantity of seals affixed to the equipment, their placement and the signs on the seals.

If spare and easily removable parts and tools are consigned separately in a covered wagon, the remark "Spare and easily removable parts and tools are not enclosed" shall be made in the inventory.

One copy of the inventory shall be attached to the consignment note and a second shall be included in the cabin, compartment etc. If necessary, a diagram of the slinging devices for trans-shipment of equipment with hoists shall be attached to the inventory.

14.6. The equipment shall be accepted for carriage by the carrier and delivered to the consignee, as follows:

- During carriage in open rolling stock, with an external visual inspection to check the integrity of the equipment itself, protection of the fragile parts, the number of pieces of equipment and boxes with large accessories placed outside the self-propelled equipment and the presence of seals of the consignor and the signs on them according to the inventory;
- During carriage in covered wagons or containers, in the manner prescribed for such wagons and containers under the sections "Acceptance of goods for carriage" and "Delivery of goods" of these Rules.

15. Containers

15.1. For the carriage of goods, containers that comply with the requirements of international agreements, standards and technical specifications for their parameters and admission to international transport operations involving carriage by rail shall be used.

15.2. The carriage of containers consigned to stations which are not open for freight traffic with containers may be carried out by agreement between the contracting carriers and the carrier delivering the cargo.

15.3. Fetid cargo and freight requiring subsequent cleaning or disinfection of the container may not be carried in containers made available for carriage by the carrier.

15.4. The consignor shall ascertain the suitability of the container for freight traffic regardless of who provided it — the consignor or carrier.

If the containers provided for carriage by the consignor have sustained damage that does not affect the safekeeping of the goods and safety of transport, such containers may be accepted for carriage and the consignor is to indicate the type and extent of the damage in the box "Consignor's declarations".

15.5. The mass of the goods loaded onto the container and number of cargo items shall be determined by the consignor. The mass of the goods loaded onto the container and the tare of the container in total shall not exceed the gross mass of the container indicated on the doors of the container.

15.6. The goods in the container are to be stowed and secured in such a way as to ensure the protection of the goods and transport safety and to prevent damage to the container during loading, carriage and unloading and so that the doors of the container may easily open and close.

15.7. Loaded containers, except for containers with household effects and empty refrigerated containers carried without attendants, shall be sealed by the consignor.

One seal shall be affixed to each structural vent of a container that has a sealing device and, in the doorway of large containers, a seal shall also be affixed to the left handle of the locking device of the door leaf that closes the door.

15.8. The carrier shall load goods from the damaged container made available for carriage by the carrier onto another container. If the carrier does not have a container that is suitable for trans-shipment of the goods, or if the goods cannot be trans-shipped by the carrier because of the properties of the goods, or if the damaged container was made available for carriage by the consignor, the carrier shall act in accordance with the requirements of the section "Acts in the event of circumstances preventing carriage" of these Rules.

15.9. If the loading of the goods onto wagons is carried out by the consignor, the consignor shall provide the carrier with a complete set of containers for carriage in the wagon, i.e. several containers sent to a single consignee at one destination station or one container, provided that, when they are stowed, full use is made of the technical capacities of the wagon (the permissible total gross mass of the containers or the permissible combined gross mass of separate containers or the load capacity or holding capacity of the wagon).

16. Intermodal transport units (except containers) and road vehicles

16.1. These include:

Road trains: a tractor truck coupled to a semi-trailer or a motor car coupled to a trailer.

Motor cars: motor vehicles with non-removable closed bodies;

Trailers: transport units having closed bodies placed on a two-axle chassis and coupled to a motor vehicle by a coupling device.

ITUs include:

Swap bodies: transport units that have fittings and devices for holding cargo;

Semi-trailers: transport units which have closed bodies on chassis.

16.2. Cargo in ITUs and motor vehicles shall be stowed and secured in such a way as to ensure the protection of the goods, ITUs and motor vehicles and transport safety.

Laden ITUs and motor vehicles transported unaccompanied by attendants shall be sealed by the consignor.

16.3. The transportation of road trains and motor vehicles accompanied by drivers shall be treated as the carriage of goods accompanied by attendants of the consignor.

16.4. The consignor shall enter the following in the box "Description of the goods" of the consignment note:

16.4.1. For ITUs and motor vehicles, the description and code number of the ITU and motor vehicle, in accordance with the commodity code applied, the specific name of the vehicle (unit) or road train and a description of the cargo loaded onto the ITU or motor vehicle;

16.4.2. For empty ITUs and motor vehicles, the description and code number of the ITU and motor vehicle, in accordance with the commodity code applied, the specific name of the vehicle (unit) or road train;

16.4.3. The remark "Not to be loose shunted" shall be made;

16.4.4. When carrying motor vehicles and semi-trailers with spare wheels, the remark "____ (number) spare wheels".

16.5. If the ITUs or motor vehicles have sustained damage that does not affect the safekeeping of the goods and safety of transport, such units or vehicles may be accepted for

carriage and the consignor is to indicate the type and extent of the damage in the box “Consignor’s declarations”.

16.6. The consignor shall lock cabins, compartments, bonnets, boots, bays and fuel containers with the latches or locks designed for the equipment in the road train or vehicle. Awnings for road trains, motor vehicles, trailers, semi-trailers and swap bodies shall not be damaged, shall have devices for fastening to the bodywork and hinges and vents for the awning and the body shall not be damaged, the cable for securing the awning shall be unbroken and the ends of the main cable for fastening the awning to the cable shoe shall be tied in a knot.

When carrying road trains and motor vehicles unaccompanied by an attendant, the consignor shall seal cabins, bonnets, compartments, boots, bays and fuel containers which open from the outside and shall indicate the quantity and placement of the seals and their signs in the inventory in the manner prescribed for self-propelled equipment in paragraph 14 of these Rules.

16.7. The carrier shall accept ITUs and motor vehicles carried unaccompanied by an attendant for carriage following an external visual inspection while checking their condition, the condition of the awning, the cables for fastening the awning and ensuring that the seals are present, intact and properly installed on the compartments with cargo and the signs on the seals match the information displayed in the consignment note and the inventory drawn up in accordance with the conditions set forth in paragraph 14 of these Rules.

16.8. The transfer of ITUs and motor vehicles carried unaccompanied by an attendant with intact seals bearing marks that match the information displayed in the consignment note and inventory, drawn up in accordance with the conditions set out in paragraph 14 of these Rules, and with an intact body or awning, shall be carried out following an external visual inspection without checking the mass, condition and number of cargo items in them.

16.9. If it is not possible to carry the goods in ITUs or motor vehicles because the vehicles have been damaged en route, the carrier who discovers the damage shall act in accordance with the requirements set out in the section “Acts in the event of circumstances preventing carriage” of these Rules.

17. Packages

17.1. A package is a unitized cargo item formed with the use of packaging materials that have reference marks that attest to the integrity of the package (seals, tamper-proof security tape for locks, shrink wrap etc.). For all packages in a single consignment the same reference marks shall be used.

17.2. When carrying and storing packages, the following shall be provided for:

17.2.1. The possibility of mechanized loading, unloading and trans-shipment;

17.2.2. The integrity of the packages (individual cargo items may not be removed from the package without damaging the reference marks);

17.2.3. Protection of the goods and rail traffic safety;

17.2.4. Safety of the workers carrying out stowing, loading/unloading and trans-shipping operations.

17.2.5. The ratio of the size of the package to the size of the wagon and, during carriage in open rolling stock, a reading of the loading gauge.

17.2.6. The resilience of the package and, if necessary, the ability to secure packages so that no longitudinal and transversal sliding occurs during carriage.

17.3. The consignor shall mark on the package the gross and net mass. There is no need to mark the separate cargo items that make up the package.

17.4. The consignor may also indicate the following on each package:

- Information on the maximum stacking height for the packages;
- Information on the total number of packages is to be entered first, followed by a slash, and then the total number of cargo items contained in each package, and the serial number is also to be added in parenthesis.

17.5. The mass of the package (total mass of the load and the mass of the packaging materials or transport devices) during carriage in covered and insulated wagons or shall not exceed 1,500 kg in large-capacity containers, 1,000 kg in medium capacity containers and 5,000 kg in open rolling stock. The mass of the packages may be increased by agreement between the participants in the carriage.

17.6. In the box "Number of items", the consignor shall enter the total number of packages, followed by a slash, and then the total number of cargo items in these packages and, in the box "Type of packaging", the word "package", followed by a slash, and then the type of packaging for the cargo items in the package and, if the cargo item is not packaged, the words "Not specified".

17.7. If the packages are loaded by the carrier, the carrier shall accept them for carriage upon inspecting them from the outside, without checking the cargo mass and number of items in the packages.

17.8. When checking cargo en route and at the destination station, the carrier shall check the number of cargo items only in damaged packages. If in doing so damaged cargo items are found, the carrier shall check the condition of the goods in the damaged items.

18. Animals

18.1. When carrying animals, a consignment note shall be drawn up for each wagon.

18.2. Animals shall be carried in special wagons or covered wagons specially equipped for the consignment of such cargo.

18.3. Before loading the animals, the wagons shall be duly cleaned and disinfected in accordance with the national legislation of the country in which the loading is to be carried out.

18.4. When carrying bees, live crustaceans and fish, fertilized roe intended for incubation and the sperm of animals shall also comply with the requirements set out in the section "Perishable goods" of these rules.

18.5. The consignor shall provide the animals with feed, water supply and bedding throughout the entire journey, taking into account the cargo delivery time to which two extra days are to be factored in.

18.6. The consignor shall provide enough water to the animals at the loading station and in transit for their carriage to the station where the carrier is to supply the wagon with drinking water for the animals. The carrier shall make a remark in the conductor's register and the carrier's report on the servicing of the wagons with animals about the provision of water or the refusal by the conductor to provide wagons with water, which shall be certified by the conductor's signature.

If wagons with animals in transit are delayed, on the conductor's request, the carrier shall supply the wagons with drinking water for the animals regardless of the place at which the wagons are delayed.

18.7. When carrying animals, the consignor shall enter the remark “Animals” and “Not to be loose shunted” in the box “Description of the goods”.

18.8. When carrying animals, the consignor shall affix to the side walls of the wagon a sticker measuring not less than 148 x 105 mm which indicates that there are animals in the wagon.



18.9. Animal waste shall be removed from wagons during train stops at stations specified by the carrier and after the delivery of the wagons on the lines intended for cleaning wagons.

If the animals are suspected of having an infectious disease or if they contract a disease on the journey route, the wagons shall not be cleaned on the journey route.

18.10. If the animals are suspected of having a disease or if there is a loss of the animals, the conductor shall inform the carrier about this, who shall act in accordance with the national legislation.

18.11. If a wagon in which animals are carried experiences technical failure, the carrier shall repair the wagon immediately. If it is not feasible to repair the wagon immediately, upon authorization of the animal health and safety authorities, the carrier shall load the animals onto another wagon that has been duly cleaned and disinfected.

19. Frozen goods

19.1. Frozen goods refer to goods carried in bulk which lose their capacity to flow freely when ambient air temperatures are below 0 °C as a result of freezing together of particles and freezing them to the floor and walls of the wagon.

19.2. Before providing frozen goods for carriage, the consignor shall take measures to decrease the humidity to a degree at which the goods do not freeze.

19.3. If the humidity of the cargo cannot be lowered to a degree at which the goods do not freeze, the consignor shall take preventive measures against freezing of the goods when loading the goods onto a wagon in accordance with the national legislation.

19.4. The preventive measures shall be taken during a period in winter specified for the entire journey route. If the consignor has not taken preventive measures, the carrier shall have the right to refuse to accept the goods for carriage.

19.5. When carrying frozen goods in winter, the consignor shall enter the remark “Frozen” in the box “Description of the goods” and shall indicate the percentage of humidity of the goods and preventive measures taken in the box “Consignor’s declarations” (“Goods are refrigerated”, “chalk (___ %) applied”, “processed with oil (___ %)” , “layers of sawdust applied” etc.). When carrying earth, clay, sand, crushed stone and gravel, the consignor may choose not to indicate information on humidity in the consignment note.

20. Long loads

When carrying long loads in coupled wagons with a rail gauge of 1,520 mm, the consignor shall enter the remark “Not to be loose shunted” in the box “Description of the goods”.

21. Combustible goods

21.1. Combustible goods refer to goods which require compliance with heightened fire safety measures. A list of combustible goods is included in annex 5 to these Rules.

21.2. When carrying peat and chips with a humidity of less than 40 per cent in open rolling stock in summer, the consignor shall cover wood shavings and sawdust with canvas or other material which protects the cargo against flying sparks and prevents environmental pollution.

21.3. When carrying combustible goods in covered wagons, the consignor shall prepare the wagons before loading as far as fire protection is concerned.

21.4. When carrying combustible goods, the consignor shall enter the remarks “Combustible” and, during carriage in wagons with a rail gauge of 1,520 mm, shall add the remark “Protection 3/0-0-1-0” in the box “Description of the goods”.

22. Special loads — Goods loaded within the limits of special or regional loading gauges

22.1. Special loads refer to loads that, by virtue of their technical specifications (mass, gauge, design of one item), require working out and agreeing on their conditions of carriage.

Special loads refer, inter alia, to out-of-gauge loads, goods carried on low-loader wagons and separate categories of goods on their own wheels.

A load is deemed to be out of gauge if, when stowed in open rolling stock, it exceeds the loading gauge on even one railway on which it is carried.

The carrier shall determine whether carriage of a special load is feasible and also the conditions for its carriage, taking into account the technical specifications of the railway infrastructure and the rolling stock.

22.2. When carrying out-of-gauge loads, the remark “Out-of-gauge loads on ____ (abbreviations for the railways)” for other railways shall be entered in the consignment note box “Description of the goods” and “Out-of-gauge load ____ (degree to which the load is out of gauge) for railways with a rail gauge of 1,520 mm. The same shall be marked on both longitudinal sides of the load.

22.3. When carrying out-of-gauge goods with a clearance frame, the consignor shall enter the remark “Clearance frame installed on wagon No. ____” in the box “Description of the goods” of the consignment note drawn up for out-of-gauge loads and, for consignment notes drawn up for the carriage of a wagon with a clearance frame, the following remarks shall be made:

- “Wagon engaged under a clearance frame for goods loaded onto wagon No. _____”, if the clearance frame is mounted on an empty wagon;
- “Clearance frame installed on the wagon for goods loaded onto wagon No. _____”, if the clearance frame is mounted on a laden wagon.

22.4. When carrying out-of-gauge loads and loads on low-loader wagons with a rail gauge of 1,520 mm, if necessary, the consignor shall enter the remark “Not to be loose shunted” or “Not to be hump shunted” in the box “Description of the goods”. The consignor shall

make the same mark on both longitudinal sides of the load. The carrier shall determine whether it is necessary to make such a remark or mark.

22.5. When carrying out-of-gauge loads and loads on low-loader wagons, the consignor is to use bright indelible paint to mark the floor of the wagon and the load with reference lines.

22.6. The carrier shall enter in the box "Carrier's remarks" of the consignment note information on agreements on the carriage of special loads for the railways on which carriage of such loads requires an agreement.

22.7. When carrying goods that require speed limits according to their technical specifications, the carrier shall enter the remark "Maximum speed limit ____ km/h".

22.8. When carrying goods loaded within the limits of special or regional loading gauges on 1,520 mm gauge railways, the consignor shall enter the appropriate remark — "Special gauge" or "Regional gauge" — in the box "Description of the goods".

23. Household effects

23.1. When carrying household effects, the consignor shall draw up and certify the inventory of the effects in quadruplicate.

The consignor shall indicate the following in the inventory:

- Consignment number;
- Dispatching and destination station;
- Name of consignor and consignee;
- Type of packaging;
- Marking (distinctive signs for each cargo item);
- Description and quantity of articles packaged for each cargo item;
- Quantity of cargo items in the consignment;
- Value of each article;
- Total value of each cargo item;
- Total value of the household effects.

The first copy of the inventory shall remain with the carrier at the dispatching station, the second (with the carrier's signature and date stamp) with the consignor, the third is to accompany the household effects, or to be included in the wagon or container, and the fourth shall be attached to the consignment note for forwarding to the destination station.

23.2 Household effects carried in a wagon may be transported accompanied by an attendant of the consignor.

23.3. When accepting for carriage household effects loaded by the consignor onto a wagon or container, the carrier shall inspect the exterior of the wagon or container and seal it in the presence of the consignor; the carrier's seal shall be equated with the consignor's seal.

24. Human remains

24.1. Human remains shall be transported in wagons.

24.2. Any human remains shall be accepted for transport in a solid, tightly sealed metallic coffin, or in a wooden coffin sheathed in light-gauge sheet metal. The coffin shall be packed in a wooden case and secured;

24.3. Items accompanying the remains, with a total mass of up to 500 kg, may be loaded onto the wagon carrying the coffin with the remains. Such items shall be carried without collecting extra carriage charges; an inventory of the items accompanying the remains shall be attached to the consignment note.

Section V

Cargo handling operations en route

25. General Provisions

25.1. If in transit for reasons beyond the carrier's control:

- The carriage of the goods is delayed; or
- The wagon is uncoupled from a group of wagons; or
- It is found that, during the loading of the goods by the consignor, the wagon was allowed to be overloaded beyond the maximum load limit or there is excess static load for the bogies of wagons on tracks; or
- Goods are trans-shipped from one wagon to another having the same rail gauge;

and

- The carrier has discovered that the consignor has allowed a violation of the provisions of SMGS to occur; or
- The carrier replaces the seals or affixes new seals to replace missing one or seals with marks that are unclear or inconsistent with the entries in the consignment note; or
- The carrier has discovered that accompanying documents referred to in the consignment note are lost, the carrier shall draw up a document in which the above-mentioned circumstances are stated and indicate the length of the delay, if such a delay has occurred, and attach it to the consignment note and, in the box "Carrier's remarks" of the consignment note, shall enter the remark "_____ (description of document completed by the carrier during carriage to attest to the circumstances that affect or could affect the carriage of the goods, document number, date completed, name of station and abbreviation for railway)".

25.2. If the carrier has replaced seals or affixed new seals to replace missing ones, the carrier shall also enter "_____ (Number of) seals/sealing devices with the sign _____ replaced by _____ (number of) seals/sealing devices with the sign _____" or "_____ (Number of seals) seals/sealing devices with the sign _____ attached to replace the missing seals" in the box "Carrier's remarks".

25.3. When goods are trans-shipped to stations where the railways of different rail gauges meet, the carrier shall include in the box "Carrier's remarks" information about the number and signs of the seals affixed to the wagon in which the goods were trans-shipped.

25.4. If a formal report has been drawn up during the journey, the carrier shall attach one copy of the formal report to the consignment note and the other copies of the formal report, including all annexes, shall remain under its jurisdiction.

26. Acts of the carrier during administrative controls by the competent authorities
- 26.1. When wagons, ITUs, motor vehicles or units of self-propelled equipment are opened at the request of administrative control authorities, the carrier shall draw up a record of opening. The record of opening form is provided in annex 6 to these Rules. When opening units of self-propelled equipment, its identification number shall be indicated in the record.
- One copy with the seals removed from the wagon, ITU, motor vehicle or unit of self-propelled equipment shall remain with the carrier who drew up the record of opening and one copy shall be attached to the consignment note and travel together with the goods to the destination station for delivery to the consignee.
- 26.2. The carrier who drew up the record of opening shall enter “Record of opening ____ (date), station ____ (railway)”.
- 26.3. When two or more wagons trans-shipped under a single consignment note, one record of opening may be drawn up for these wagons.
- When two or more containers are trans-shipped under a single consignment note, one record of opening may be drawn up for these containers.
- 26.4. Affixing new seals to wagons, ITUs, motor vehicles and self-propelled equipment shall be done in the presence of the carrier and officials of the administrative control authorities at whose request the vehicles were opened.
- 26.5. When transmitting accompanying documents to the administrative control authorities intended for their use, the carrier shall enter the remark “_____ (Description of accompanying document) No. ____ seized at ____ station”. If, in the consignment note, after the description of the accompanying documents, there is a remark that the document is intended to be removed at a specific railway, the remark in the consignment note about the removal of the document is not to be made.
- 26.6. If the goods are confiscated by public authorities, the carrier who is in charge of the goods shall notify the contractual carrier and carrier responsible for delivery of the goods to the consignee for further information from the consignor and consignee.
27. Acts of the carrier if it is discovered that a wagon is loaded beyond its carrying capacity or in excess of the permissible static load for its bogies on tracks
- 27.1. The carrier shall unload any excess cargo discovered on the dispatching railway and shall give the consignor jurisdiction in accordance with the national legislation.
- 27.2. The carrier shall unload excess cargo mass found on the transit railway or on a railway in the destination country onto an additional wagon and forward it to the destination station. The remark “Shipment of excess cargo mass” shall be entered in the box “Remarks for calculating and collecting carriage charges” and certified with the carrier’s stamp.
- 27.3. If excess cargo mass is forwarded at the same time as the main part of the goods, the appropriate information on the wagon onto which the excess cargo has been trans-shipped shall be entered in the boxes “Wagon”, “Wagon provided”, “Carrying capacity”, “Axles”, “Tare mass” and “Tank type” of the consignment note and the cargo mass (number of items) shall be entered in the boxes “Cargo mass” (after trans-shipment) and “Number of items” (after trans-shipment) of the consignment note opposite the corresponding number of the wagon.
- 27.4. If unloaded excess cargo is consigned later than the consignment of the main part of the cargo, the carrier shall draw up a document for the unloaded cargo mass to be consigned

to the destination station and shall make the remark “Goods _____ (kg/items) to be sent under _____ (document number and description)”.

28. Acts of the carrier if it is discovered that the cargo lacks a consignment note
- 28.1. If it is found that cargo lacks a consignment note or separate numbered sheets of the consignment note, the carrier shall state that they are missing in the formal report and draw up a consignment note to replace the lost one or separate sheets of the consignment note to replace the lost ones.
- 28.2. The top empty field of the newly drawn up consignment note or individual sheets shall be marked “Consignment note to replace lost one” or “Sheet ___ to replace lost one”.
- 28.3. If there is not sufficient information to draw up a new consignment note or individual sheets, the carrier shall request the contractual carrier to provide the necessary information.
- 28.4. If a supplementary sheet, wagon list or container list is lost, the carrier shall act in accordance with the requirements set out in paragraphs 28.1 to 28.3 of these Rules.
29. Acts of the carrier if cargo is lost
- If the carrier who was in charge of the goods finds that cargo is lost, it shall notify the contractual carrier of the loss in order to inform the consignor and carrier who was to deliver the goods and in order to inform the consignee and forward the consignment note with the accompanying documents and formal report to the destination station for delivery to the consignee according to the procedures provided for by the national legislation.
30. Acts in the event of circumstances preventing carriage
- 30.1. If, in the event of circumstances preventing the carriage of goods, the carrier takes the decision to request instructions from the consignor, it shall submit the request for instructions from the consignor to the contractual carrier.
- 30.2. The consignor shall communicate its instructions to the contractual carrier, who shall transmit them to the carrier who submitted the request.
- 30.3. The carrier in charge of the cargo shall cross out the original information in the appropriate boxes in such a way that it remains legible, enter the new information according to the consignor’s instructions and indicate the reasons and length of the delay in the box “Extension of the delivery period”.
- If there are deviations from the route prescribed in the consignment note, the carrier shall enter “Deviation from the prescribed route owing to _____ (circumstances preventing carriage)” in the box “Carrier’s remarks” and mark with carrier’s stamp.
31. Acts of the carrier if cargo is trans-shipped to stations where the railways of different rail gauges meet
- 31.1. When cargo is trans-shipped from a wagon having one rail gauge onto a wagon having a different rail gauge, the carrier carrying out the trans-shipment shall cross out information relating to the original wagon in the boxes “Wagon”, “Wagon provided”, “Carrying capacity”, “Axles”, “Tare mass” and “Tank type” of the consignment note in such a way that they are legible and shall enter below them the corresponding information on the wagon into which the cargo has been trans-shipped. When trans-shipping in two or more wagons, the details of each wagon into which cargo has been trans-shipped shall be provided.

The cargo mass and number of items loaded onto the wagon shall be entered in the box "After trans-shipment". When trans-shipping cargo from one wagon into two or more, the cargo mass and number of items for each wagon newly loaded shall be indicated individually. In the box "Remarks for calculating and collecting carriage charges" of the consignment note, the reasons for the use of two or more wagons shall be entered and certified with the carrier's stamp, as follows: "Reasons for the use of two or more wagons for a trans-shipment from a single wagon: "Trans-shipped __ (give number) wagons owing to _____ (give specific reason)".

31.2. When trans-shipping cargo which exceeds the maximum permissible stowing dimensions (out-of-gauge cargo), the carrier shall enter the appropriate remark in the box "Description of the goods" of the consignment note and mark both longitudinal sides of the load.

32. Acts of the carrier if cargo is trans-shipped in wagons having the same rail gauge

32.1. If cargo is trans-shipped from one wagon into one or more wagons having the same rail gauge, the carrier carrying out the trans-shipment shall cross out information relating to the original wagon in the boxes "Wagon", "Wagon provided", "Carrying capacity", "Axles", "Tare mass" and "Tank type" of the consignment note in such a way that they are legible and shall enter below them the corresponding information on each wagon into which the cargo has been trans-shipped; for each newly loaded wagon, the carrier shall include the relevant information in the box "Cargo mass" (after trans-shipment) and "Number of items" (after trans-shipment) of the consignment note. If the cargo is trans-shipped from one wagon into two or more wagons, the carrier shall also enter the remark "Trans-shipped __ (give number) wagons because _____ (give specific reason)" in the box "Remarks for calculating and collecting carriage charges" of the consignment note.

32.2. If part of the cargo is to be forwarded at a later date than the main part of the cargo forwarded under a consignment note, the carrier shall draw up a document under which the unloaded part of the cargo is to be forwarded to the destination station and "Goods" ____ (kg/item) forwarded subsequently to ____ (document number and description) is to be entered in the box "Carrier's remarks" and certified by the carrier's stamp.

33. Acts of the carrier if the wagon is uncoupled

If en route one or several wagons forwarded under a single consignment note are uncoupled from a group of wagons, the carrier shall draw up a document for each uncoupled wagon under which the wagon is to be forwarded to the destination station.

The carrier shall enter the remark "Wagon No. ____ forwarded subsequently to ____ (document number and description)" in the box "Carrier's remarks" of the consignment note and certify it with its stamp.

The carrier shall make the remark "Wagon is uncoupled" in the box "Carrier's remarks" of the wagon list or container list opposite the information about the uncoupled wagon or in the box "Wagon" of the consignment note.

Section VI

Amendment of the contract of carriage

34. Procedure for the amendment of the contract of carriage

34.1. The contract of carriage may be amended by means of a written declaration by the consignor or the consignee.

34.2. The following shall be indicated in the declaration of amendment of the contract of carriage:

34.2.1. Particulars in accordance with the information in the consignment note:

- Consignment number;
- Wagon/container number;
- Consignor and consignee;
- Dispatching station and destination station;
- Description of the goods.

34.2.2. Instructions for the carrier about the amendment of the contract of carriage on the:

- New destination station and border stations at crossings through which the goods are to be forwarded after the contract of carriage is amended if the stations are to be changed and the code numbers and names of the railways;
- Abbreviations and codes of the carriers if new carriers are to participate in further carriage and the parts of the route on which they are to carry out the transport;
- New consignee, its code number and postal address.

34.2.3. Other information necessary for complying with the amendment of the contract of carriage, including the name and code number of the payer of carriage charges.

34.3. The declaration is to be submitted by the consignor to the contractual carrier and by the consignee to the carrier delivering the goods.

The consignor shall present the carrier with sheet No. 4, "Duplicate of the consignment note", at the same time as the declaration and include the text of the declaration of amendment of the contract of carriage in the box "Consignor's declarations". The contractual carrier shall certify the entries in the consignment note with a date stamp.

34.4. If the contract of carriage has been amended, the carrier shall cross out the original information in the consignment note in such a way that it remains legible and shall enter the new information in the box "Carrier's remarks" of the consignment note, the remark "Forwarded to ____ (name of station) to ____ (name of consignee), in accordance with ____ (document description and date)", bearing the carrier's stamp, and the remark "Contract of carriage has been amended" in the box "Description of the goods", bearing the carrier's stamp.

34.5. The carrier that has received a declaration of amendment of the contract of carriage or refusal of amendment of the contract of carriage shall notify the consignor or consignee thereof.

Section VII

Formal report

35. Procedures for filing a formal report
- 35.1. Formal reports are to contain the following information:
- 35.1.1. Date of the finding of facts that are cause for drawing up a formal report, name of the station and abbreviation for the railway on which the formal report was drawn up and the name of the carrier who drew up the formal report;
- 35.1.2. Name of the consignor, consignee, dispatching station, destination station and description of the goods, number of items, nature of the packaging, mass of load in kg, information on who loaded the goods, number of consignment, ITUs, motor vehicles, load capacity of the wagon and date of contract of carriage in accordance with the consignment note;
- 35.1.3. Date of arrival at the station at which the formal report was drawn up and train number;
- 35.1.4. Number of seals and types of marks present on wagons, ITUs and motor vehicles;
- 35.1.5. Results of the examination of goods; Number and date of assessors' report (if such a report has been drawn up);
- 35.1.6. Name and number of documents attached to the formal report and number and markings of affixed seals.
- 35.2. The formal report shall be signed by the carrier's representatives and the consignee's representatives if the consignee has participated in the carriage of the goods.
- 35.3. The formal report shall be drawn up for each consignment individually.

When carrying several consignments with goods with the same name from one consignor and from a single dispatching station to one consignee at a single destination station, one formal report may be drawn up at the destination station for several consignments if the circumstances that are cause for drawing up the formal report are of a similar nature.

35.4. If it is found when checking the cargo mass that the cargo mass does not correspond to the particulars provided in the consignment note, a formal report shall be drawn up only if there is a decrease in the cargo mass or increase which exceeds the standards set out in article 43 (Limitation of liability for mass shortfall) of SMGS.

35.5. When drawing up a formal report, the carrier shall indicate in the box "Formal report" the number and date of the formal report, name of the station and abbreviation for the railway on which the report was drawn up and mark it with the carrier's stamp.

35.6. The formal report form is provided in annex 7 of these Rules.

35.7. The formal report form shall be printed and completed in one of the working languages of OSJD in accordance with the provisions of article 15 (Consignment note) of SMGS.

The formal report form and all or any information entered in the form may be translated into another language.

The formal report form may be completed in one of the national languages with a translation into one of the working languages of OSJD in accordance with the provisions of article 15 (Consignment note) of SMGS.

35.8. If the formal report form is printed on individual sheets, each sheet of the report shall be numbered, signed and certified by the carrier's date stamp at the station at which the formal report was drawn up and in the top part of each sheet the number of the formal report shall be indicated. Once completed, the various sheets of such a formal report shall be fastened together.

35.9. If there is not enough space for entering particulars in the relevant boxes of the formal report, the carrier shall include this information in an extra sheet for each of those boxes separately, which is to be attached to and become an integral part of the formal report. Extra sheets shall be the same size as the formal report. The words "See extra sheet" shall be marked in the relevant boxes of the formal report.

The number of the formal report shall be indicated in the top part of the extra sheet and, all extra sheets shall be signed by the same persons who signed the formal report which shall bear the carrier's date stamp.

35.10. One of the copies of the formal report shall be given to the consignee.

Section VIII

Delivery of the goods

36. Informing the consignee of the arrival of the goods

The carrier shall inform the consignee of the arrival of the goods at the destination station in the manner prescribed by the national legislation.

37. Procedures for the delivery of the goods

37.1. The carrier shall provide the consignee with the sheets of the consignment note intended for the consignor and accompanying documents attached to the consignment note and the consignee shall enter the enter date, signature and other information in the box "Delivery of the goods" in accordance with the national legislation of the destination country.

37.2. The actual delivery of the goods shall occur upon checking the delivery of the goods against the consignment note, unless the agreement between the consignee and the carrier specifies otherwise, and shall be attested to with the signatures of the carrier and consignee in a document provided for by the national legislation in force in the country in which the goods are delivered.

37.3. If part of the consignment has arrived at the destination station earlier than part of the consignment for subsequent forwarding, the carrier shall draw up a formal report for the part of the consignment that has not arrived.

Payment of carriage charges shall be made for the carriage of the entire consignment indicated in the consignment note.

When delivering the part of the consignment for subsequent forwarding that has arrived at a later date, the consignee shall present the carrier with a consignment note and formal report. The carrier shall enter the remark "Part of consignment for subsequent forwarding has been delivered", certified by the carrier's date stamp, in the box "Carrier's remarks" of sheet No. 6 of the consignment note and shall return the consignment note to

the consignee. The formal report shall remain with the carrier, which shall note that the part of the consignment for subsequent forwarding has been delivered and indicate the delivery date.

37.4. The carriers shall hand over and the consignee shall accept goods loaded by the consignor onto wagons, motor vehicles or ITUs (except containers) which arrive with the consignor's seals intact in a wagon, motor vehicle or ITU (except containers) in good working order upon inspecting the condition of the wagon, motor vehicle or ITU from the outside and checking to ensure that the hatches and doors are in proper condition, the seals are intact and the markings on the seals correspond to the information entered in the consignment note.

The number of cargo items, cargo mass and condition of the cargo are not to be checked.

37.5. The carrier shall transfer and the consignee shall accept goods loaded by the consignor into containers, as follows:

37.5.1. On inspecting the condition of the container, latches and doors from the outside and checking to ensure the seals are present and intact and the markings on the seals correspond to the information entered in the consignment note if:

37.5.1.1. Large containers are accepted by the carrier from the consignor loaded on the platform with doors opening outwards;

37.5.1.2. Containers at dispatching stations are loaded onto wagons by the carrier;

37.5.1.3. Containers at destination stations are unloaded from wagons by the carrier;

37.5.1.4. Containers are carried with trans-shipment into another wagon or with stops by the carrier en route;

37.5.2. On inspecting the condition of the visible parts of the container if:

37.5.2.1. Medium-capacity containers are accepted by the carrier from the consignor loaded onto wagons carried without trans-shipment or stops by carrier and subject to unloading from the wagon by the consignee;

37.5.2.2. Large containers are accepted by the carrier from the consignor loaded on the platform with doors opening outwards or onto high-sided open wagons carried without trans-shipment or stops by carrier and subject to unloading from the wagon by the consignee.

37.6. The carrier shall hand over and the consignee shall accept goods loaded by the consignor into open wagons or containers and carried with the number of cargo items displayed in the consignment note on inspecting only the condition of the cargo items (their parts) visible from the outside and checking the safety marks and number of cargo items if it is possible to make a visual count of them.

37.7. The carrier shall hand over and the consignee shall accept goods loaded by the consignor onto an open wagon or container with more than 100 cargo items without checking the mass of the cargo and upon inspecting only the condition of the visible cargo items (their parts) from the outside and checking the safety marks made.

37.8. The carrier shall hand over and the consignee shall accept goods carried in bulk in open wagons for carriage while checking that the surface of the cargo is even and that there are no gaps in the cargo.

37.9. The carrier shall hand over goods accompanied by attendants of the consignor to the consignee without checking the number of items, mass and condition of the cargo and the presence of seals.

37.10. The carrier shall hand over and the consignee shall accept goods on their own wheels carried without an attendant upon carrying out an exterior inspection of them.

37.11. The carrier shall hand over and the consignee shall accept goods packed in containers and piecemeal cargo without packaging unloaded by the carrier upon carrying out an exterior inspection of their condition and checking the number of items.

37.12. The carrier shall hand over transport devices belonging to the consignor together with the goods.

38. Verification of the condition of the goods and determination of the number of cargo items and their mass

38.1. If the carrier is required to take part in verifying the cargo mass and condition of the goods, the number of cargo items and their mass shall be determined while carrying out a check, as follows:

38.1.1. For packaged goods and goods without packaging whose mass before handing over for carriage is determined according to the standard mass or according to the label, the number of cargo items in the consignment shall be checked and, for damaged cargo items, the number of individual articles or the mass and condition of the goods in them; if the cargo mass was determined according to the label, the number of cargo items shall be checked;

38.1.2. If damage to the container or other circumstances that could affect the condition of the cargo are found, the mass or number of individual articles and condition of the goods in the damaged cargo items shall be checked by opening the damaged cargo item and comparing the contents of the damaged item with those specified in the accompanying documents;

38.1.3. For goods carried in open boxes, the number of cargo items and their mass or the number of items and number of individual articles in each box;

38.1.4. For goods carried in bulk, the total cargo mass shall be checked.

38.2. When checking goods carried in bulk in two or more wagons under a single consignment note, conformity of the cargo mass specified in the consignment note shall be determined by comparing the total cargo mass in all wagons with the total cargo mass specified in the consignment note.

38.3. If the mass of the cargo is determined by weighing on wagon scales, the mass specified on the wagon shall be taken as the tare weight of the wagon.

If the tare mass of the wagon was checked prior to loading or after unloading, the mass determined during the weighing shall be taken as the tare mass of the wagon when the cargo mass is determined.

38.4. If the cargo mass data specified in the consignment note are not within the standards set out in article 43 (Limitation of liability for mass shortfall) of SMGS, the carrier shall enter the remark "Checked cargo mass was ___ kg" in the box "Carrier's remarks" of the consignment note and attested by the carrier's stamp and a formal report shall not be drawn up.

39. Operational procedures in the event of circumstances preventing delivery of goods

39.1. In the event of circumstances preventing delivery of goods, the carrier shall submit a request for instructions from the contractual carrier to the consignor.

39.2. The consignor shall communicate its instructions to the contractual carrier, who shall transmit them to the carrier who submitted the request.

Section IX

Claims

40. Procedure for filing claims

40.1. A list of the addresses of carriers for submitting claims for consideration is contained in annex 5, Guidance Manual to SMGS.

40.2. When submitting claims, the person having the right to file a claim is required to include with the claim the following documents in the original:

40.2.1. In the event of the loss of the cargo:

- Consignor: Duplicate of the consignment note (sheet No. 4 of the consignment note);
- Consignee: Duplicate of the consignment note (sheet No. 4 of the consignment note) or Original of the consignment note (sheet No. 1 of the consignment note) and the Arrival note (sheet No. 6 of the consignment note) with a carrier's remark concerning the non-arrival of the goods in the box Date of arrival of the consignment note.

40.2.2. In the event of mass shortfall, spoilage of or damage to the goods, the consignor or consignee: Original of the consignment note (sheet No. 1 of the consignment note) and Arrival note (sheet No. 6 of the consignment note) and formal report issued to the consignee by the carrier at the destination station;

40.2.3. In the event of delay in delivery of the goods, the consignor or consignee: Original of the consignment note (sheet No. 1 of the consignment note) and Arrival note (sheet No. 6 of the consignment note) and formal report issued to the consignee by the carrier at the destination station;

40.2.4. In the event of overcharges on carriage charges:

- Consignor: Duplicate of the consignment note (Sheet No. 4 of the consignment note) or other document in accordance with the national legislation in force in the place in which the claim is submitted;
- Consignee: Original of the consignment note (sheet No. 1 of the consignment note) and Arrival note (sheet No. 6 of the consignment note);
- Person paying the carriage charges in accordance with article 31 (Payment of carriage charges and contractual penalties), § 2: documents supporting the person's claims.

40.3. Documents providing supporting evidence of the value of the goods are also to be attached to claims specified in sections 40.2.1 and 40.2.2.

40.4. Other documents to substantiate claims are to be attached by the claimant if necessary.

Annex to the Rules on the Carriage of Goods

Annex 1 to annex 1, Rules on the Carriage of Goods, to SMGS

Model SMGS consignment note

- Sheet No. 1: Original of the consignment note (for the consignee)
- Sheet No. 2: Waybill (for the carrier handing over the goods to the consignee)
- Sheet No. 3: Delivery note (for the carrier handing over the goods to the consignee)
- Sheet No. 4: Duplicate of the consignment note (for the consignor)
- Sheet No. 5: Acceptance note (for the contractual carrier)
- Sheet No. 6: Arrival note (for the consignee)
- Sheet without a number: Waybill (copy)

(When using the SMGS consignment note form for drawing up the contract of carriage, the dimensions shown in italics in the blanks are not printed.)

Annex 2 to annex 1, Rules on the Carriage of Goods, to SMGS

Model wagon list

Annex 3 to annex 1, Rules on the Carriage of Goods, to SMGS

Model container list

Annex 4 to annex 1, Rules on the Carriage of Goods, to SMGS

Model freight attendant certificate

Annex 5 to annex 1, Rules on the Carriage of Goods, to SMGS

Combustible goods list

1. Rags or cloths
2. Fibres for textile products

3. Goods in mesh or paper packaging with the use of wood shavings or straw
4. Articles made from straw and other plaiting materials
5. Rubber
6. Carpets
7. Bark and bark products
8. Basketwork and wickerwork
9. Scrap paper and paper waste
10. Materials of plant origin used for plaiting
11. Furniture (upholstered) and furniture parts
12. Natural and artificial fur and articles made from it
13. Sawdust and stumps
14. Feathers and fluff and articles made from them
15. Particle board and fibreboard
16. Yarn of every kind
17. Articles of clothing, headwear and their parts
18. Wood shavings
19. Raw tobacco and tobacco waste
20. Textiles
21. Fabrics (other than canvas and rubber-coated fabrics)
22. Peat (with a humidity of less than 40%)
23. Chips (with a humidity of less than 40%)

Annex 6 to annex 1 Rules on the Carriage of Goods, to SMGS

Model record of opening for carrying out an administrative control

Annex 7 to annex 1 Rules on the Carriage of Goods, to SMGS

Model formal report

Annex 2 to SMGS

Rules for the Carriage of Dangerous Goods

(Published separately)

Annex 3 to SMGS

Technical specifications for stowing and securing cargo

(Published separately)

Annex 4 to SMGS

Rules on the Carriage of Wagons Not Owned by the Carrier as Vehicles

1. General Provisions

1.1. The conditions of these Rules shall apply if there are no other agreements between the carrier and the wagon owner.

A consignment note shall be drawn up for carriage of an empty wagon according to the format and procedure for completion set out in annex 1 (Rules on the Carriage of Goods) to SMGS. When carrying a wagon with goods, a single consignment note shall be drawn up for the goods and the wagon.

1.2. If the wagon has equipment which requires maintenance en route, the consignor shall provide for the maintenance of this equipment.

1.3. If the wagon for the carriage of goods was provided by the consignor, during carriage carried out with the trans-shipment of goods into a wagon of a different rail gauge, the consignor shall provide for the further carriage of the empty wagon to the station of trans-shipment.

1.4. The list of carriers' addresses for submitting claims for consideration is contained in annex 5 (Guidance Manual) to SMGS.

2. Handing over of the wagon for carriage

2.1. The consignor shall hand over empty wagons for carriage that are in good working order, completely unloaded and cleaned inside and outside, with doors, latches, sides and covers to drain outlet fittings closed, according to the operating instructions of the relevant types of wagons. The carrier is not to check the status of the cleaning or treatment (washing) of the wagon.

A damaged wagon may be accepted for carriage if it does not affect traffic safety. The consignor is to indicate the type and extent of the damage in the box "Consignor's declarations" of the consignment note or attach a document that refers to the damage to the consignment note.

2.2. An empty wagon under a single consignment note shall be accepted for carriage from one consignor at a single dispatching station to one consignee at a single station of destination.

2.3. By agreement of the consignor and the carrier, a single consignment note may be drawn up for two or more wagons handed over for carriage from one consignor from a single dispatching station to one consignee at a single station of destination.

2.4. The decision to seal empty wagons shall be taken by the consignor if the national legislation does not provide for another sealing procedure.

2.5. When accepting a wagon for carriage, the carrier shall inspect the condition of the parts of the wagon from the outside and ensure that locks, doors, sides and covers to outlet fittings of tanks are closed. If the empty wagon has been sealed by the consignor, the carrier shall also verify that the seals are present and intact and that the signs on the seals match the information displayed in the consignment note.

3. Specific features of drawing up a consignment note when handing over an empty wagon for carriage

3.1. If the dispatching and destination station of the wagon are located on railways of different rail gauge, the consignor shall enter the remark "Transfer of wagons onto bogies of the required gauge (if a contract for bogie exchange has been concluded, the number and date of contract are to be entered)" or "Use of adjustable-gauge bogies" in the box "Consignor's declarations" of the consignment note.

3.2. If the carriage of goods is carried out with trans-shipment into wagons of a different rail gauge, in order to ensure further carriage of the wagon from the station of trans-shipment, the consignor shall indicate:

3.2.1. The consignee of the wagon to which the wagon is to be delivered after the trans-shipment and enter the remark "After trans-shipment of goods to the station ____ (name of station of trans-shipment to be entered) empty wagon is to be delivered to ____ (name of the consignee of the empty wagon and its postal address are to be entered)";

3.2.2. If it is agreed with the carrier that further carriage of the empty wagon is to be handled by the carrier loading the goods, the following mark shall be made: "After trans-shipment of goods to ____ station (name of the station of trans-shipment to be entered) the empty wagon is to be sent to ____ (name of station, destination railway and consignee to be entered) through ____ border stations (their names to be entered), carriers ____ (their names)" and the name and code number of the payer of carriage charges for each carrier participating in the carriage.

4. Delivery of wagon

The carrier shall hand over and the consignee shall accept a wagon upon inspecting the condition of the parts of the wagon from the outside and ensuring that locks, doors, sides and covers to outlet fittings of tanks are closed. If the empty wagon is sealed by the consignor, the carrier and consignee shall also check to ensure that the seals are present and intact and the signs on the seals match the information displayed in the consignment note.

5. Acts of the carrier on finding that the wagon is damaged or parts of it are lost

5.1. If, as a result of the check of the wagon, the carrier finds damage or loss of individual parts of the wagon, the carrier shall draw up a report on the damage (failure) for the wagon in which the name of the consignor, consignee and wagon owner, the cause and nature of the damage and a list of the missing parts shall be specified. The formal report form shall be printed and completed in one of the working languages of OSJD or national languages with a translation into one of the working languages of OSJD in accordance with the provisions of article 15 (Consignment note) of SMGS.

One copy of the report shall be attached to the consignment note and shall be forwarded to the destination station for delivery to the consignee and the carrier shall enter in the attached report the remark “Damage (failure) report ___ (enter report number) of ___ (enter date of report), ___ (enter name of station and abbreviation for the railway on which the report was drawn up)” in the box “Carrier’s remarks” of the consignment note.

5.2. If the wagon is damaged to such an extent that further carriage is not possible or if it ceases to be suited for the carriage of goods, the carrier that found the damage shall immediately inform the wagon operator of it and communicate the nature of the damage.

Annex 5 to SMGS

Guidance manual

(Electronic version available on the OSJD website)

Annex 6 to SMGS

CIM/SMGS Consignment Note Manual

(Published separately)
