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## **Working Party on Rail Transport**

### **Group of Experts towards Unified Railway Law**

#### **Nineteenth session**

Geneva, 2-4 April 2019

Item 2 (b) (ii) of the provisional agenda

#### **Execution of the Mandate of the Group**

## **Monitoring of performance of a substantial number of real pilot tests: Turkey-Georgia-Azerbaijan**

### **Submitted by Mr. Reiner Freise**

*Comments on the draft report on the findings of the first URL real pilot test on Turkey-Georgia-Azerbaijan route (Informal document SC.2/GEURL No. 4 (2019)) as far as the URL itself is concerned (and not only the consignment note)*

#### **No. 2 – Organizing the Consignment Note**

Article 5, para. 2 URL provides for the issuance of a consignment note for each consignment. The consignment can be formed by one or several packages or one wagon load or goods in several wagons or in a whole train (e.g. loaded with coal or minerals).

Several railways don't accept "packages" any more to form a consignment but accept only full wagon load. But the CIM for example still differentiates between "wagon-load consignments" and "less than wagon-load consignment"/ "packages" (cf. articles 13 and 16 CIM). Article 21 SMGS seems to be very flexible.

If Turkish customs procedures ask for special arrangements, the parties of the contract are obliged to respect them in their contract of carriage and in the consignment note (cf. Article 4 No. 2 URL). But it is not necessary to amend Article 5 para. 2 URL to respect all customs procedures in different countries in advance.

#### **No. 6 – Delivery Period**

Art. 13 URL allows the parties to the contract of carriage to agree a maximum delivery time which fits to their special needs. It is not necessary to amend the URL itself.

#### **No. 7 – Compensation of damage**

According to Article 34 URL the carriers may conclude agreements which derogate from Articles 32 and 33 URL. In the CIM area the carriers concluded the AIM to realize their special needs.

#### **No. 8 – Transportation irregularities**

Even if Article 28 asks for a notice of damage by the consignee or the consignor, the carriers are not hindered to continue using a formal report between themselves which also can be accepted by the clients as their notice of damage if its content is ok for them.

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