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### Inland Transport Committee

### Working Party on Rail Transport

#### Special session

Geneva, 10-12 July and 29 September 2023  
Item 1 of the provisional agenda

## Report of the Working Party on Rail Transport at its special session in 2023

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## I. Attendance

1. The Working Party on Rail Transport (SC.2) held its Special session from 10 to 12 July and on 29 September 2023 in Geneva.
2. The session of the Working Party was attended by representatives of the following countries: Austria, France, Germany, Hungary, Netherlands, Poland, Switzerland, Türkiye, United Kingdom of Great Britain and Northern Ireland, and Zimbabwe. The representative from the European Commission (EC) was present.
3. The Intergovernmental Organization for International Carriage by Rail and the Project Central Office of the Trans-European Railway were represented.
4. Representatives of the following private sector attended the session: CIT and Deutschebahn. The Legal advisor on railway law was present as an independent expert.

## II. Adoption of the Provisional agenda

5. SC.2 adopted the provisional agenda as contained in ECE/TRANS/SC.2/240.
6. SC.2 noted, in addition to ECE/TRANS/SC.2/2023/1, also informal documents submitted to the session, respectively Informal document (2023) No.1 which presents comments and suggestions for changes to the draft provisions by France and Informal document (2023) No.2 submitted by the Russian Federation with comments and proposals from the JSC Russian Railways.

### Documentation

ECE/TRANS/SC.2/240

## III. Finalization of the provisions of the Convention on Unified Railway Law

7. SC.2, taking into account the comments and suggestions for changes made in ECE/TRANS/SC.2/2023/1, Informal document (2023) No.1 and Informal document (2023) No.2 agreed as follows:

- Title: not to alter it and so keep ‘Convention on the contract for international carriage of goods by rail’. The addition of ‘between Europe and Asia’ was not added as it was agreed that in principle this convention can be applied and facilitate international transport of goods by rail beyond the Euro-Asian continent.
- Ensure consistent use of terms: Agreed to use throughout the text the terms:
  - ‘Convention’ instead of ‘legal regime’,
  - ‘Contracting Parties’ for states to which this Convention applies, and
  - ‘he’ as the pronoun for consignor and consignee.
- Preamble: to redraft it to read as below:

‘The States that are Parties to this Convention, hereinafter referred to as the “Contracting Parties”,

*Conscious* of the need to increase the competitiveness of rail transport vis-à-vis other transport modes by facilitating international transport of goods by rail between Europe and Asia,

*Noting* the Convention concerning International Carriage by Rail (COTIF) of 9 May 1980 in the version of the Modification Protocol of 3 June 1999, in particular the Uniform Rules concerning the Contract of International Carriage of Goods by Rail (CIM - Appendix B to the Convention),”

*Noting* the Agreement on International Railway Freight Communications (SMGS),

*Noting* the need to make provisions for circumstances where neither CIM nor SMGS rules apply over the entire journey, in particular for Euro-Asian rail freight connections,

*Considering* that in order to facilitate such transport, it is essential to standardize the conditions for governing the contract of international carriage of goods by rail, particularly with respect to the documents used for such a carriage and the carrier's liability,

*Conscious* of the rapid increase in transport by rail between Europe and Asia and the need to increase the market share of rail transport to reduce the environmental impact of freight transport by easing the administrative and contractual barriers that exist in the sector.

*Noting* that the present Convention will co-exist with the two existing rail legal regimes (CIM and SMGS) which remain applicable for the international carriage of goods within their respective geographical areas,

Have agreed as follows:

- Art 1, para 1, point 3: to further adjust the text to read as follows:
  - ‘This Convention shall apply to a contract of carriage of goods by rail,
    1. when the place of taking over of the goods and the place designated for delivery are situated in two different States which are Contracting Parties to this Convention, and
    2. if the contract of carriage stipulates that the contract is subject to this Convention, and
    3. if none of the following provisions apply to the entire journey covered by the contract of carriage:
      - (a) CIM or SMGS, or
      - (b) bilateral or multilateral agreements between Contracting Parties’
- Art 1, para 2: to be left unchanged, that is not to include the word ‘contract’ after ‘multimodal transport’.
- Art 1, para 2, point 1: to accept the suggested amendment to the text and for it to read as follows:
  - ‘1. if the application of this Convention does not contradict with any international treaty governing such additional transport, and’
- Art 1, para 3: to accept the suggested amendment to the text and for it to read as follows:
  - ‘Two or more Contracting Parties may conclude agreements which declare this Convention applicable to contracts of carriage of goods by rail between their countries in cases other than those regulated in § 1 and § 2’.

It also discussed how multilateral or bilateral agreements referred to in Art 1, para 3 should be communicated to all Contracting Parties. It was agreed that this issue should be taken up by the Working Party on Rail Transport once this Convention is concluded and in force.
- Art 2, point 1: to leave it unchanged, that is to keep this definition.
- Art 2, point 4: to leave it unchanged, as it was agreed that this term is used in the convention.
- Art 2, point 9: to further adjust the text (last sentence) to read as follows:

‘... Empty wagons may be considered as goods by the parties to the contract.’

- Art 2, point 12: to accept the suggested amendment to the text and for it to read as follows:

“Electronic consignment note” means a consignment note established in the form of electronic data registration whose authenticity and integrity is assured at all times and which has the same functions as the consignment note.’

- Art 2, point 12a and 12 b: to maintain them and renumber respectively as new points 13 and 14 as well as to include the definition of the electronic consignment bill under new point 16, as follows:

“Electronic consignment bill” means consignment bill established in the form of electronic data registration whose authenticity and integrity is assured at all times and which has the same functions as the consignment bill’

- Art 2, point 15: to accept the suggested amendment to the text and for it to read as follows:

“Tariffs” means a carrier’s pricing systems, legally in force or determined by the carrier’s costs of services, on the basis of which the carriage charges under the contract of carriage is formed.’

- Art 2, point 16: to further adjust the text for it to read as follows:

“Dangerous goods” means those substances and articles the carriage of which is prohibited by the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID - Appendix C to the COTIF) or the provisions of Annex 2 to SMGS, or authorized only under the conditions prescribed therein.’

- Art 3, para 1: to leave it unchanged with regard to reference to paragraph 2 (not to add it) and at the same time delete the wording ‘agreed by the parties’ at the end of this paragraph.

- Art 3, para 2: to further adjusted the text for it to read as follows:

‘A carrier may assume a liability greater and obligations more burdensome than those provided for in this Convention. Furthermore, the compensation payable by the consignor pursuant to Articles 7 and 11 may be limited, in amount, but not less than the amount which the carrier is liable for under this Convention for total loss of the goods.’

- Art 4, point 1: to replace ‘contracting parties’ by “parties to the contract’.

- Art 4, point 6: to delete the term ‘(technical)’.

- Art 5, para 3: to further adjust it for the text to read as follows:

‘The consignment note shall be signed by the consignor and the contractual carrier. An imprint, a stamp or an accounting machine entry can be used as a signature.

The carrier must certify the taking over of the goods on the consignment note in an appropriate manner and return to the consignor the original of the consignment note which is intended for the consignor.’

- Art 5, para 4: to further adjust it for the text to read as follows:

‘An electronic consignment note may be used provided it is agreed by the parties involved in the contract of carriage.’

- Art 6, para 1, point (e): to leave it unchanged, that is not to add reference to a person referred to in (c) and (d).

- Art 6, para 1, point (h): to leave it unchanged, that is not to include a reference to RID.
- Art 6, para 1, point (j): to replace ‘the number of wagon(s)’ with ‘the wagon numbers identifying the wagons’.
- Art 6, para 2, point (a): to leave it unchanged, that is keep the term ‘which the consignor undertakes to pay’.
- Art 6, para 3: to add after ‘parties’ the words ‘to the contract’.
- Art 7, para 1, point (a): to add at the end of this point before ‘or’ the following wording ‘insufficient, inaccurate or inconsistent with the facts,’.
- Art 7, para 2: to correct the typo in the word ‘extent’ (previously ‘extend’).
- Art 7, para 3: to leave it unchanged, that is not to change the term ‘carrier may claim’ to ‘consignor shall be obliged to cover’.
- Art 7, para 4: to further adjust the text for it to read as follows:
 

‘The carrier may not claim costs or expenses and shall be obliged to pay compensation for loss of or damage to the goods if he was aware of the incorrectness or incompleteness of the consignment note or the documents referred in Article 12 or of the dangerous nature of the goods or the specific requirements related to the handling of the goods on taking them over.’
- Art 7, addition of new para 5: not to add the new paragraph 5 (as proposed in Informal document No. 2(2023)). In this regard it was considered that an approach in which the carrier can be fully compensated for damage due to failure by the consignor is appropriate. It was also considered that the introduction of a penalty regime in addition to one based on compensation for damage would create uncertainty.
- Art 8, para 1: to leave it unchanged.
- Art 8, para 2: to replace the term ‘modified the contract of carriage’ with ‘exercised rights’ while leaving the remaining text unchanged, that is not to add at the end of the paragraph ‘nor if he has not paid the carriage charges’.
- Art 8, para 3: to leave it unchanged.
- Art 8, para 4: to leave it unchanged.
- Art 9, para 1: to leave it unchanged.
- Art 9, para 2: to leave it unchanged.
- Art 9, para 3: to leave it unchanged.
- Art 10, para 1 and para 2: to use the term ‘save’ in a consistent manner, that is replace ‘failing’ by ‘save’ in paragraph 2.
- Art 10, para 2: to leave it unchanged, that is not to add at the end of this paragraph ‘if a check was possible without opening of the cargo unit or packing’.
- Art 10, para 3: to alter it by deleting the term ‘if not proven to the contrary’ in the last sentence of this paragraph.
- Art 11, para 2: to replace in the last sentence the term ‘shall be considered as’ with ‘is presumed that the goods have been’.
- Art 13: to number the existing text of Art 13 as its paragraph 1, and to add as paragraph 2, further to the proposal provided in Informal document No.2 (2023), the following text:

‘The time of delivery shall be extended for the duration of any delay along the route for reasons beyond the control of the carrier.’

In addition, it was agreed that delivery/carriage/transit times should not be included in this convention. It was noted that setting specific times of delivery may simply make rail transport less efficient and less

competitive, and so this issue should be left to arrangements between the parties to contract. If no arrangements are made, this convention refers a basis to determine delivery times.

- Art 14, para 1: to replace ‘At the place of delivery’ with ‘At the place designated for delivery’.
- Art 15, para 1: not to accept the proposal provided in Informal document No.2 (2023) to replace the existing paragraph 1 with new paragraphs 1-4 for the following reason: this proposal concern provisions already covered in the text of this convention – the proposed new paragraphs 1-3 cover the right of disposal included in Article 15 paragraphs 1-4, while the proposed paragraph 4 is covered through Article 16, paragraph 2.
- Art 15, para 2: to leave the first sentence unchanged with regard to the proposed addition ‘pursuant to §1’ and to alter the end of the second sentence by replacing the term ‘of destination’ with ‘designated for delivery’.
- Art 15, para 3: to leave it unchanged.
- Art 15, para 4: to leave it unchanged.
- Art 16, para 1: to further adjust it for the text to read as follows:

‘If the person entitled wishes to dispose of the goods, he has to give the necessary instructions to the carrier. If the consignment note so prescribes, the person entitled has to produce to the carrier his original of the consignment note on which the new instructions have to be entered.’
- Art 16, para 2: to further adjust it for the text to read as follows:

‘The carrier may refuse to carry out instructions, if this would be impossible unlawful or unreasonable to require. Instructions must in particular neither interfere with the normal working of the carrier’s undertaking nor prejudice the consignors or consignees of other consignments. No instruction shall have the effect of splitting the consignment.’
- Art 16, para 4: to leave it unchanged, that is not to add reference to para 3.
- Art 16, para 5: to further adjust it for the text to read as follows:

‘The carrier has the right to demand payment for the additional costs of carriage and the expenses arising from the diligent carrying out of the given instructions.’
- Art 17, para 1: to leave it unchanged.
- Art 18, para 1: to further adjust it for the text to read as follows:

‘The carrier is entitled to the reimbursement of the costs caused by his request for instructions or the carrying out of instructions or as a result of a decision in accordance with Article 17 § 3, unless such costs were caused by his fault. The carrier may in particular recover the carriage charge applicable to the route followed and shall be allowed the time of delivery applicable to such route.’
- Art 18, para 2: to further adjust it for the text to read as follows:

‘If the carrier cannot, within a reasonable time taking into account the different conditions of the goods, obtain lawful and reasonable instructions, he shall take such measures as seem to be in the best interest of the person entitled. He may, for example, return the goods to the consignor at the consignor’s expense or unload them for account of the person entitled. Thereupon the carriage shall be deemed to be at an end. The carrier shall then hold the goods on behalf of the person entitled. He may, however, entrust them to a third party, and in that case

he shall not be under any liability except for the exercise of reasonable care in the choice of such third party. In these cases, the charges due under the contract of carriage and all other costs relating to carriage shall remain chargeable against the goods.’

- Art 18, para 3: to further adjust this paragraph by adding at the end of the second to last sentence the term ‘at the consignor’s expense’.
- Art 18, para 4: to leave it unchanged.
- Art 19, para 3: to further adjust it for the text to read as follows:

‘The carrier shall be relieved of this liability to the extent that the loss or damage or the delay in delivery was caused by the fault of the person entitled if the instruction is not the result of the fault of the carrier or by an inherent defect of the goods or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.’

- Art 19: to add new paragraphs 4 and 5 to respond to the comment made that the carrier liability was broader than in other legal regimes and hence should be limited. These paragraphs read as follows:

‘4 The carrier shall be relieved of this liability to the extent that the loss or damage or the delay in delivery arises from the special risks inherent from one of the following circumstances:

- (a) carriage in open wagons pursuant to the General Conditions of Carriage or the established practice; subject to damage sustained by the goods because of atmospheric influences, goods carried in intermodal transport units, or in closed road vehicles carried on wagons shall not be considered as being carried in open wagons;
- (b) loading of the goods by the consignor or unloading by the consignee;
- (c) the nature of certain goods which particularly exposes them to total or partial loss or damage, especially through breakage, rust, interior and spontaneous decay, desiccation or wastage.

5 When the carrier establishes that, having regard to the circumstances of the particular case, the loss or damage or delay in delivery could have arisen from one of the special risks referred to in §4, it shall be presumed that it did so arise. The person who has the right to bring an action against the carrier shall have the right to prove that the loss or damage or delay in delivery was not attributed either wholly or in part to one of those risks.’

- Art 20, para 1: to alter ‘month’ to ‘months’ and to delete the term ‘the expiry of’.
- Art 20, para 3: to further adjust it for the text to read as follows:

‘Within thirty days after receipt of such notification, the person who has the right to bring an action against the carrier may require the goods to be delivered to him against payment of the charges due under the contract of carriage, all other costs relating to carriage and against a refund of the compensation received less, where appropriate, costs which may have been included therein. He shall retain his rights to claim compensation for delay in delivery provided for in Article 25.’

- Art 20, para 4: to leave it unchanged, and so not to use the term ‘right to dispose of goods’ for the carrier as the meaning is different than otherwise used in the convention when the person entitled has the right to dispose.
- Art 20, para 5: to simplify it for the text to read as follows:

‘Any obligation of the consignee to accept the recovered goods shall be subject to the laws applicable at the place designated for delivery.’

Art 21, para 3: to add ‘to the contract’ after ‘parties’; and to remove the square bracket around ‘17’.

- Art 21, para 4: to leave it unchanged, and so not to add a notion of the refund of charges paid to the carrier as the refund may concern charges due which were not paid to the carrier, e.g. customs duties in case of loss of goods.
- Art 22, para 1: to add after ‘parties’ the words ‘to the contract’.
- Art 22, para 2: to replace at the end of the paragraph the word ‘State’ with ‘Contracting Party’.
- Art 23, para 1: to add at the beginning of this paragraph the words ‘Subject to Article 19’, as a way to maintain the reference between Art. 23 and Art. 19 without a need to keep paragraph 5 of Art 23.
- Art 23, para 5: to delete it.
- Art 24, para 1: to insert the correct reference that is Art 21 § 2 and so to delete the reference to Art 22 § 2.
- Art 24, para 2: to insert the correct reference that is Art 21 § 4 and so delete the reference to Art 22 § 3.
- Art 24, para 4: to leave it unchanged.
- Art 25, para 1: to further adjust it so that the term ‘claimant’ is not used. The adjusted text is to read as follows:

‘If it is proved that any damage has resulted from delay in delivery, the carrier shall pay compensation not exceeding half of the carriage charges.’

It was further agreed that the compensation amount expressed as ‘not exceeding half of the carriage charges’ should remain, as this amount was agreed following extensive negotiations during the work of the Group of Experts towards Unified Railway Law (group of experts) seeking a balance between the provisions in CIM and SMGS.

- Art 25, para 2: to leave it unchanged due to the fact that the case of delay is covered for in para 1 of this Art.
- Art 25, para 4: to alter the text to clarify its meaning, that is to clarify which is the case when the person which may bring an action against the carrier may claim compensation in accordance with paragraph 1 of Art. 25. It reads as follows:

‘If the time of delivery has been established by agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, not only the agreed time of the delivery is exceeded but also the time which could reasonably be required from the diligent carrier as provided for in Article 13 is exceeded too, the person who has the right to bring an action against the carrier may claim either the compensation provided for in the agreement or that provided for in this Article.’

- Art 28, para 1: to leave it unchanged as it was recalled that in the formulation of this paragraph it was agreed during the work of the group of experts that it would be more appropriate to follow the practice of CMR, CEMNI and the Montreal Convention, where it is the right of the consignee to make reservations (notify damage). This, at the same time, does not exclude the possibility for the carrier to draw up a formal report stating the conditions of the goods, their mass (as far as possible), the extent of loss or damage and the time of its occurrence. At the same time, to add ‘of carriage’ at the end of first sentence.
- Art 28, para 3: to replace the term ‘expire’ with ‘be extinguished’.



- Art 28, para 4: to replace the term ‘E-Mail’ with ‘email’.
- Art 29, para 1: to replace ‘in writing’ with ‘in text form (e.g. email)’.
- Art 29, para 2: to further adjust it for the text to read as follows:
 

‘A claim may be made by a person who has the right to bring an action against the carrier. The necessity to make a claim before bringing an action against the carrier shall remain subject to the applicable national law where the action shall be brought.’
- Art 29, paras 3, 4, 5 and 7: to replace the term ‘claimant’ with ‘person who has the right to bring an action against the carrier’.
- Art 29, para 6: to further adjust it for the text to read as follows:
 

‘On settlement of the claim the carrier may require the production, in the original form, of the consignment note, so that the settlement of the claim can be recorded therein.’
- Art 29, para 7: to replace ‘sent in writing’ by ‘addressed’.
- Art 30, paras 1 and 2: to insert after the wording ‘may bring action’ the following text ‘pertaining to the contract of carriage’. In addition, in para 2, to also replace the word ‘Sentence 1’ with ‘The same’.
- Art 31: to change the title to read as follows: ‘Carrier against whom an action may be brought’.
- Art 31, para 3: to alter the text for it to read as follows:
 

‘An action may be brought against a carrier, other than those specified in §§ 1 and 2 when triggered in the form of counter-claim or by way of objection to proceeding relating to a principal claim based on the same contract of carriage’.
- Art 31, para 4: to leave it unchanged.
- Chapter 4 a: to include it in the Convention, and thus renumber its articles accordingly starting with Article 33 Issuance of consignment bill.
- Art 31a: to alter the text for it to read as follows:
 

‘1 If the parties to the contract of carriage agree to use a negotiable transport document [instead of a consignment note] the carrier is obliged to issue a consignment bill concerning the obligation to deliver the goods to the bearer.

2 The consignment bill shall be signed by the carrier. As a signature there can be used an imprint, a stamp or an accounting machine entry.

3 Instead of a consignment bill an electronic consignment bill may be used provided it is agreed by the parties to the contract of carriage.’
- Art 31b: to alter the text for it to read as follows:
 

‘Article 5, paragraph 2 and Article 6, 7, 9 and 10 shall be applicable mutatis mutandis when a consignment bill has been issued. A copy of the consignment bill shall accompany the goods.’
- Art 31c, para 3: to add ‘of carriage’ after contract in the first sentence.
- Art 31e: to alter the text for it to read as follows:
 

‘The carrier may only object to a claim by a person entitled to claim under the consignment bill insofar as:

  - (a) the objection concerns the validity of the statements made in the consignment bill, or
  - (b) the objection arises from the contents of the consignment bill, or

- (c) the carrier is entitled to raise objections directly against the person entitled to claim under the consignment bill.

References to other agreements made in the consignment bill shall not be considered as a binding part of the consignment bill.’

- Art 33: not to add the paragraphs suggested in Informal document (2023) No.2. It was agreed that this convention should not be dealing with court decisions, and in this way, the conclusion drawn during the work of the group of experts towards unified railway law (group of experts) on this issue was maintained.
- Art 34: to change it by adding ‘between themselves’ after the word ‘agreements’.
- Art 37, para 1: to leave it unchanged, that is to keep both the period of six months and the number of five states as the condition for the entry into force, as well as not to put any additional conditions which, as it had been proposed, would require from among the five states to be states from both Europe and Asia, of which at least one would have not adopted CIM or SMGS for this convention to enter into force.
- Art 38, para 1: to change ‘Party’ to ‘Contracting Party’.
- Art 39: to remove this Article.
- Art 40, paras 1, 2, 3, 6, 7: to change ‘Party or Parties’ to ‘Contracting Party or Contracting Parties’ and ‘paragraph’ to ‘§’ [The secretariat notes that the correct reference as per UN Editorial Manual is ‘paragraph’ and so the final version will contain ‘paragraph’ instead of ‘§’].
- Art 41, paras 1 and 2: to change ‘Party or Parties’ to ‘Contracting Party or Contracting Parties’ and ‘paragraph’ to ‘§’ [The secretariat notes that the correct reference as per UN Editorial Manual is ‘paragraph’ and so the final version will contain ‘paragraph’ instead of ‘§’].
- Art 41, para 3: to refer therein a reservation to Art 1, paragraph 2, point 2, as well as to make sure that this reservation is reflected in a consistent way in all relevant Articles.
- Art 42: to change ‘Party or Parties’ to ‘Contracting Party or Contracting Parties’
- Art 42, para 2: to leave it unchanged since this provision in fact guarantees that any amendment proposal can be consulted with interested stakeholders in the deliberations taking place at the sessions of the Working Party on Rail Transport.
- Art 42, para 4: to leave it unchanged by analogy to Art 42, paragraph 2.
- Art 42, para 6, to replace the word ‘country’ with ‘state’.
- Art 43: to change ‘Parties’ to ‘Contracting Parties’
- Art 43, paras 2 and 3: to leave it unchanged by analogy to Art 42, paragraph 2.
- Art 44, paras 1 and 2: to change the word ‘country’ to ‘state’.
- Art 45, point (f): to remove point (d) by analogy of removing Art 39.
- Art 45, point (f): to refer Article 1, paragraph 2, point 2 therein.
- Art 46: to add after the word ‘Convention’ the text ‘who shall transmit a certified true copy of the Convention to all signatory and acceding States.’
- Proposed new paragraph on pre-contractual agreement for carriage: not to include it. The scope of application was reiterated, that is this convention is to govern the contract of carriage and not agreements made prior to the establishment of the contract of carriage. The latter would be normally handled in line with the applicable national legislation, whether with regard to agreements between the contractual carrier and the consignor or between carriers.
- Proposed new paragraph on the mode of transport: not to include it. No arguments were provided to clarify the relevance of such provision to the provisions governing contract of carriage.

- Proposed new paragraph on the formal report: not to include it taking into account the conclusions drawn with regard proposed changes to paragraph 1 of Article 28 and new paragraph 5 of Article 7 (see above).

8. On the additional proposals (i) to establish a model for the consignment note, possibly as annex 1 to this convention and (ii) to define specific periods of limitation for potential lawsuits arising from the contract of carriage, SC.2 agreed as follows:

(i) model for the consignment note: a conclusion from the work of the group of experts was recalled where it was agreed that this convention, following the practice established in CMR, defines the specific particulars which the consignment note must contain (Article 6) while it should be left to the industry or its associations to develop an appropriate model if so wanted, and

(ii) periods of lawsuits limitations: to rectify the decision of the group of experts, and to include new Article 32 on limitation of actions, as well as to renumber the subsequent articles. The new article 32 is to read as follows:

‘1 The period of limitation for an action arising from carriage under this Convention shall be one year. Nevertheless, the period of limitation shall be two years in the case of an action:

(a) to recover a cash on delivery payment collected by the carrier from the consignee;

(b) to recover the proceeds of sale effected by the carrier.

2 The period of limitation shall run for actions:

(a) for compensation for total loss, from the thirtieth day after expiry of the transit period;

(b) for compensation for partial loss, damage or exceeding of the transit period, from the day when delivery took place;

(c) in all the other cases, from the day when the right of action may be exercised.

The day indicated for the commencement of the period of limitation shall not be included in the period.

3 The period of limitation shall be suspended by a claim made in accordance with Article 29 until the day that the carrier rejects the claim by notification in writing and returns the documents submitted with it. If part of the claim is admitted, the period of limitation shall start to run again in respect to the part of the claim in dispute. The burden of proof of receipt of the claim or of the reply and of the return of the documents shall lie on the party who relies on those facts. The period of limitation shall not be suspended by further claims having the same object.

4 A right of action which has become time-barred may not be exercised further, even by way of counter-claim or relied upon by way of exception.

5 Otherwise, the suspension and interruption of periods of limitation shall be governed by national law.’

9. Finally, with regard to additional comments provided by Türkiye to Articles 1, 4 and 26, 5, 6, 18, 19 and 28, SC.2 agreed as follows:

(i) Art 1 para 2, application to other modes of transport: this Article stipulates already the application of this Convention to transport operations carried out by other modes of transport, in addition to international rail transport,

(ii) Art 1, para 3, application of this Convention if at least one country is a Contracting Party: it is important that this Convention applies to contracts of carriage between countries which are Contracting Parties to it, thus both a country in which the goods

are taken over for transport and a country where the goods are to be delivered need to be Contracting Parties.

(iii) Art 4 and 26, responsibilities of other parties than those to the contract of carriage: this Convention cannot stipulate responsibilities of parties beyond the contract of carriage that is such as e.g. infrastructure managers; At the same time, in order to enhance the right of recourse for the carrier, to add a new sentence at the end of Article 26 to read as follows: ‘The carrier’s right of recourse is preserved.’

(iv) Art 5, one consignment note for one consignment: one consignment note can cover consignment transported in more than one wagon and if so the consignment note should contain the wagon numbers identifying the wagons in which the consignment is carried; at the same time, for enhancing the clarity of Article 5, para 2, sentence 3, to add ‘,’ after the wording ‘For one consignment’ and before ‘only one consignment’.

(v) Art 6, consent of a subsequent carrier on the responsibility for goods delivery included in the consignment note: Art 19, paragraph 2 and Art 31, paragraph 1 cover in a sufficient way the responsibilities of subsequent carrier, hence, no addition to Art 6 is necessary on this issue.

(vi) Art 6, empty wagons as goods: to add new point k to Art 6 paragraph 1 and new paragraph 6 to Art 21 to read as follows:

‘(k) the number of the railway vehicle running on its own wheels (empty wagon), if it is handed over for carriage as goods;’

‘The carrier shall not be liable for loss or damage resulting from loss of accessories which are not mentioned on both sides of the vehicle (empty wagon) or in the inventory which accompanies it’

(vii) Art 6, time of delivery: Art 13 was already altered to reflect the issue of extended time of delivery beyond the carrier’s control (see above).

(viii) Art 18, para 4, payment for costs of carriage from the proceeds of sale when the costs exceed the proceeds: to maintain the wording “the carrier shall be entitled to the difference” as these outstanding costs are not always due by the consignor.

(ix) Art 19, relief from liability for loss due to special risks: to add new points (b) and (e) to Art 19, para 4, as follows:

‘(b) absence or inadequacy of packaging in the case of goods which by their nature are liable to loss or damage when not packed or when not packed properly,

(e) irregular, incorrect or incomplete description or numbering of packages.’

(x) Art 28, formal report: not to include it taking into account the conclusions drawn with regard to the proposed changes to paragraph 1 of Article 28 and new paragraph 5 of Article 7 (see above).

(xi) limitation of action: new para 31 was added (see above).

10. With the review of the additional comments from Türkiye, SC.2 has now considered and decided upon all comments received as per the mandate. Therefore, SC.2 in the special session completed the review and finalised the provisions of the Convention and requested that the Convention is submitted for adoption at its seventy-seventh session in November 2023 as the first Convention of a system of Unified Railway Law Conventions.

#### **Documentation**

ECE/TRANS/SC.2/2023/1, Informal document (2023) No.1, Informal document (2023) No.2

**IV. Other business**

11. No other business was discussed.

**V. Summary of Decisions and reading of the Draft Report**

12. SC.2 adopted the report of its special session.
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