

**Additional Protocol to the Convention on the
Contract for the International Carriage of Goods by
Road (CMR) concerning the Electronic Consignment
Note**

“e-CMR”

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Geneva, 18 October 2017**



UNECE



Convention on the Contract for the International Carriage of Goods by Road (CMR), of 19 May 1956

Key provisions:

- **Contract conditions**
- **Contract document (consignment note)**
- **Definition of carrier's liability limits in case of total, partial loss of goods, or delay**

- **...apply to every contract for the carriage of goods by road in vehicles for reward ...**
- **origin and destination situated in two different countries (one of them a Contracting Party)**

The contract of carriage shall be confirmed by the making out of a consignment note.

The consignment note shall contain the following particulars:

- (a) The date of the consignment note and the place at which it is made out;**
- (b) The name and address of the sender;**
- (c) The name and address of the carrier;**
- (d) The place and the date of taking over of the goods and the place designated for delivery;**
- (e) The name and address of the consignee;**
- (f) The description in common use of the nature of the goods and the method of packing, and, in the case of dangerous goods, their generally recognized description;**

- (g) The number of packages and their special marks and numbers;**
- (h) The gross weight of the goods or their quantity otherwise expressed;**
- (i) Charges relating to the carriage (carriage charges, supplementary charges, customs duties and other charges incurred from the making of the contract to the time of delivery);**
- (j) The requisite instructions for Customs and other formalities;**
- (k) A statement that the carriage is subject, notwithstanding any clause to the contrary, to the provisions of this Convention.**

Where applicable, the consignment note shall also contain the following particulars:

- (a) A statement that transshipment is not allowed;**
- (b) The charges which the sender undertakes to pay;**
- (c) The amount of "cash on delivery" charges;**
- (d) A declaration of the value of the goods and the amount representing special interest in delivery;**
- (e) The sender's instructions to the carrier regarding insurance of the goods;**
- (f) The agreed time limit within which the carriage is to be carried out;**
- (g) A list of the documents handed to the carrier.**

Consignment note



1 Questionnaire de l'expéditeur Copy for sender		LETTRE DE VOITURE INTERNATIONALE		CMR INTERNATIONAL CONSIGNMENT NOTE		Pays/Country		No 24382		
2 Expéditeur (nom, adresse, pays) Sender (name, address, country)			5 Transporteur (nom, adresse, pays, autres références) Carrier (name, address, country, other references)							
3 Destinataire (nom, adresse, pays) Consignee (name, address, country)			7 Transporteur(s) successif(s) / Successive carriers							
4 Livraison de la marchandise / Delivery of the goods: Lieu / Place Pays / Country Heures d'ouverture du dépôt / Warehouse opening hours			8 Réserves et observations du transporteur lors de la prise en charge de la marchandise Carrier's reservations and observations on taking over the goods							
9 Instructions de l'expéditeur Sender's instructions			10 Documents remis au transporteur par l'expéditeur Documents handed to the carrier by the sender							
10 Marques et numéros Marks and Nos		11 Nombre de colis Number of packages		12 Mode d'emballage Method of packing		13 Nature de la marchandise Nature of the goods		14 Poids brut, kg Gross weight in kg		15 Cubage m3 Volume in m3
Numéro ONU UN Number		Nom voir 13 Name see 13		Numéro d'étiquette Label Number		Groupe d'emballage Packing Group		(ICR) (ICR)		
16 Conventions particulières entre l'expéditeur et le transporteur Special agreements between the sender and the carrier					17 A payer par To be paid by:		Expéditeur Sender		Destinataire Consignee	
					Pis de transport Carriage charges					
					Frais accessoires / Supplementary charges					
					Droits de douane / Customs duties					
					Autre frais / Other charges					
18 Autres indications utiles Other useful particulars					19 Remboursement Cash on delivery					
20 Ce transport est soumis, nonobstant toute clause contraire, à la Convention relative au contrat de transport international de marchandises par route (CMR) This carriage is subject, notwithstanding any clause to the contrary, to the Convention on the Contract for the International Carriage of Goods by Road (CMR)										
21 Établi à / Established in				le / on				20.		
22				23				24 Marchandises reçues / Goods received		
								Heure d'arrivée / Time of arrival		
								Heure de départ / Time of departure		
Lieu / Place				le / on				20. 20.		
Signature ou timbre de l'expéditeur Signature or stamp of the sender				Signature ou timbre du transporteur Signature or stamp of the carrier				Signature et timbre du destinataire Signature and stamp of the consignee		
Partie non contractuelle réservée au transporteur / Non-contractual part reserved for the carrier										

No 24382

Modèle IRU 2007

Liability of the carrier: Article 17

- **The carrier shall be liable for the total or partial loss of the goods and for damage thereto occurring between the time when he takes over the goods and the time of delivery, as well as for any delay in delivery.**

Compensation : Article 23

1. When, under the provisions of this Convention, a carrier is liable for compensation in respect of total or partial loss of goods, such compensation shall be calculated by reference to the value of the goods at the place and time at which they were accepted for carriage.

...

3. Compensation shall not, however, exceed 25 francs per kilogram of gross weight short. "Franc" means the gold franc weighing 10/31 of a gramme and being of millesimal fineness 900.

- «CMR Protocol»: makes it possible to use the IMF Special Drawing Rights (SDR)
- Compensation shall not exceed 8.33 units per kilogram of gross weight short
- SDR 1 = approx. \$1.4, SDR 8.33 = approx. \$11.8

Compensation: Article 23

...

6. Higher compensation may only be claimed where the value of the goods or a special interest in delivery has been declared in accordance with articles 24 and 26.

Additional Protocol to the Convention on the Contract for the International Carriage of Goods by Road (CMR) concerning the Electronic Consignment Note

The Contracting Parties ...

DESIROUS OF supplementing the Convention in order to facilitate the optional making out of the consignment note by means of procedures used for the **electronic recording and handling of data,**



12 Contracting Parties

Additional Protocol to the CMR concerning the electronic consignment note (e-CMR)

Article 4

Conditions for the establishment of the electronic consignment note

1. The electronic consignment note shall contain the same particulars as the consignment note referred to in the Convention.

2. The procedure used to issue the electronic consignment note shall ensure the integrity of the particulars contained therein from the time when it was first generated in its final form.

There is integrity when the particulars have remained complete and unaltered, apart from any addition or change which arises in the normal course of communication, storage and display.

Evidence in a court of law

A paper-based CMR consignment note:

- A piece of paper + mandatory/optional particulars (Article 6, CMR)

An electronic CMR consignment note:

- ~~A piece of paper +~~ mandatory/optional particulars (Article 6, CMR)
- “Agreement” on the procedures and their implementation in order to comply with the requirements of eCMR Protocol (Article 5(1), e-CMR)

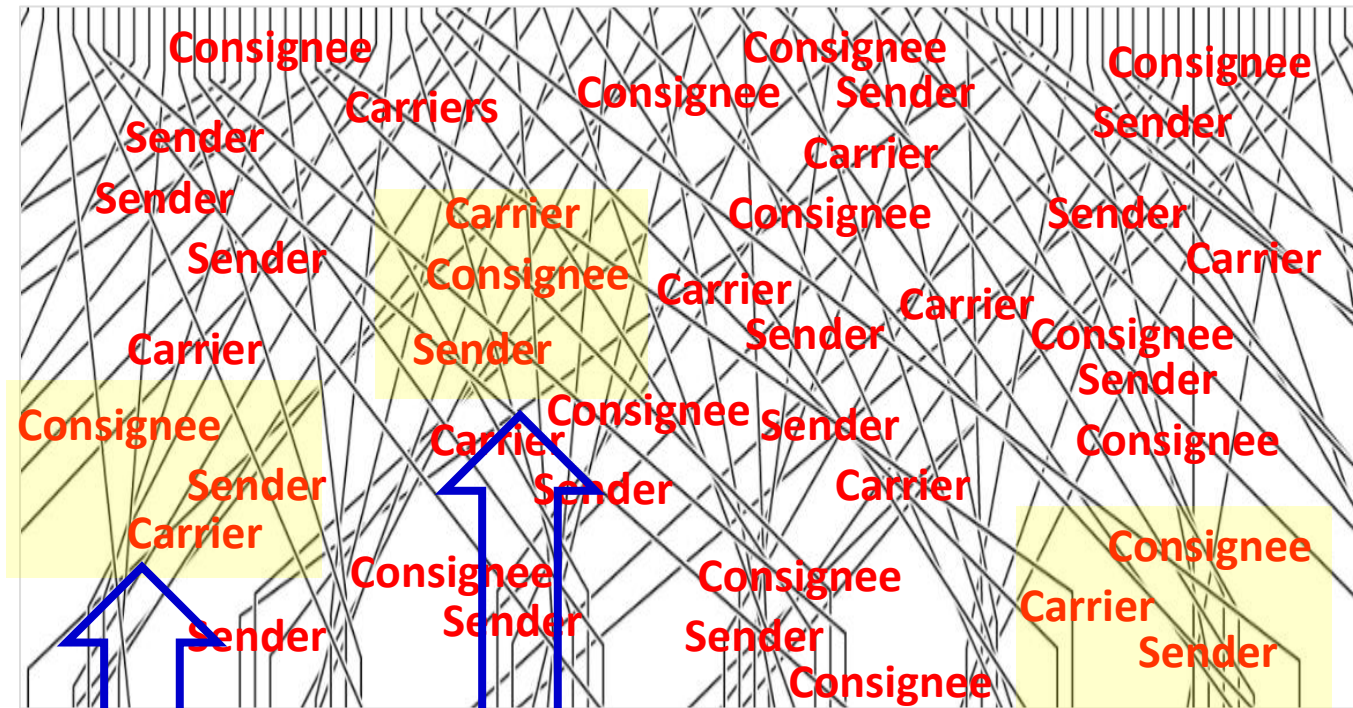
Implementation of the electronic consignment note

- 1. The parties interested in the performance of the contract of carriage shall agree on the procedures and their implementation in order to comply with the requirements of this Protocol and the Convention, in particular as regards:**

- (a) The method for the issuance and the delivery of the electronic consignment note to the entitled party;**
- (b) An assurance that the electronic consignment note retains its integrity;**
- (c) The manner in which the party entitled to the rights arising out of the electronic consignment note is able to demonstrate that entitlement;**
- (d) The way in which confirmation is given that delivery to the consignee has been effected;**
- (e) The procedures for supplementing or amending the electronic consignment note; and**
- (f) The procedures for the possible replacement of the electronic consignment note by a consignment note issued by different means.**

Implementation of the electronic consignment note

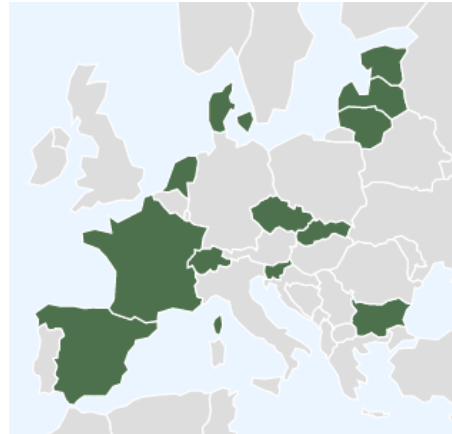
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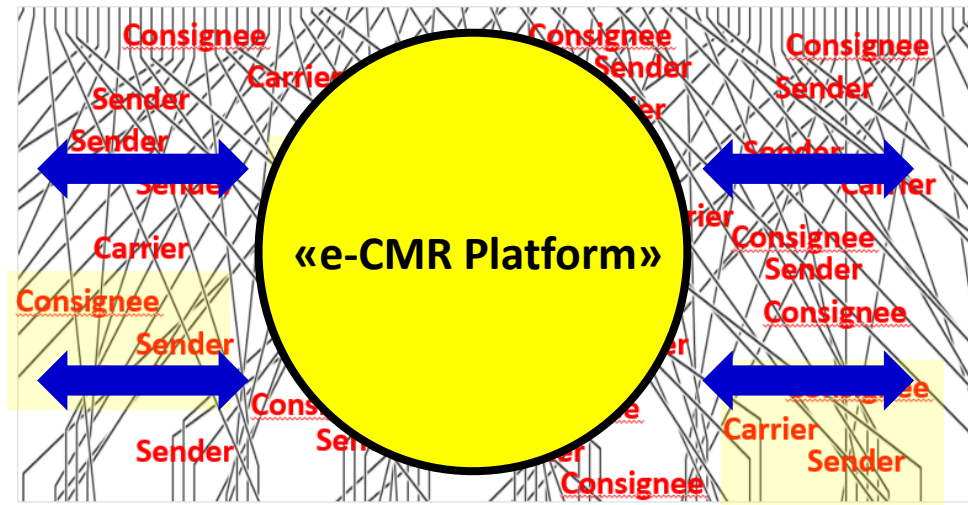
Contracting Parties

12 -----> 55



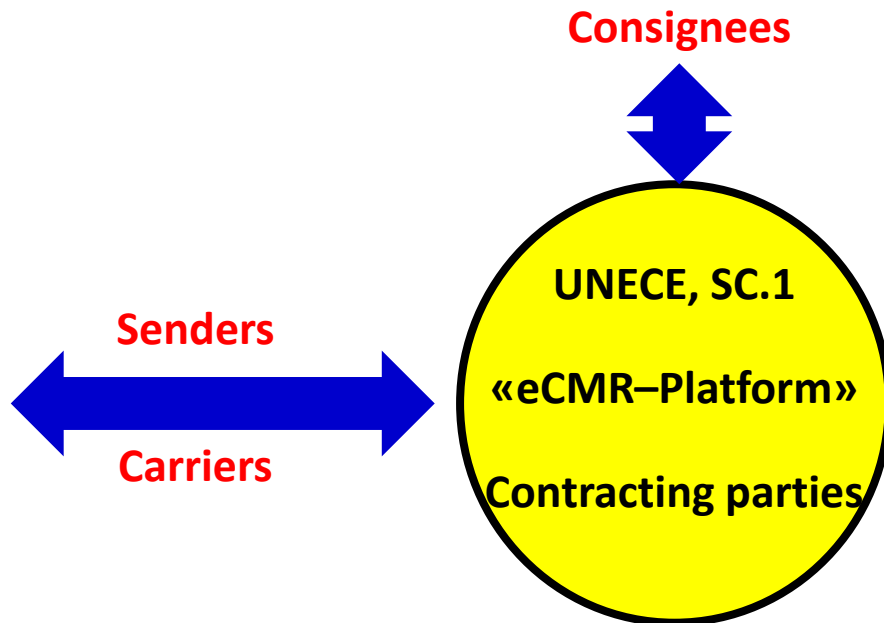
Senders, Carriers, Consignees

Create a common platform «e-CMR Central» for all interested parties to create and exchange information



Article 5

The parties interested in the performance of the contract of carriage shall agree on the procedures and their implementation in order to comply with the requirements of this Protocol ...





Questions:
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