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Item 4 of the provisional agenda

Monitoring results of pilot tests

**Performance of Pilot Tests of the draft Legal Provisions
URL**

Comparison of the different Legal Regimes

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Item 1: Scope of Application

CIM 1999	SMGS 2015	URL 2015	Remarks
Article 1 Scope	Article 1 Object of the Agreement	Article 1 Scope of Application	Application of the different Legal Regimes
<p>§ 1 These Uniform Rules shall apply to every contract of carriage of goods by rail for reward when the place of taking over of the goods and the place designated for delivery are situated in two different Member States, irrespective of the place of business and the nationality of the parties to the contract of carriage.</p>	<p>This Agreement shall establish direct international railway communications for freight transport between the railways of the following (24) countries: The interests of these railways shall be represented by the ministries responsible for them which have entered into the Agreement</p>	<p>§ 1 This legal regime 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 legal regime, and 2. if the contract of carriage stipulates that the contract is subject to this legal regime, and ...</p>	<p>CIM (or rather SMGS) is applicable if the contract of carriage covers only a transport in the CIM-area (or rather SMGS-area). A transport from the CIM-area into the SMGS-area (or vice versa) therefore needs a CIM-contract in the CIM-area and a SMGS-contract in the SMGS-area and reconsignment at the border of the two areas. If there is only one through-going contract which covers both areas (without reconsignment), neither CIM nor SMGS are applicable.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 1) § 2 These Uniform Rules shall apply also to contracts of carriage of goods by rail for reward, when the place of taking over of the goods and the place designated for delivery are situated in two different States, of which at least one is a Member State and the parties to the contract agree that the contract is subject to these Uniform Rules.</p>	<p>Article 3 Application of the Agreement § 1 This agreement shall establish a common legal basis for contracts for the carriage of goods in international through railway traffic and international through railway-ferry traffic.</p> <p>§ 2 (see below)</p>	<p>(Article 1 § 1) 3. if neither the provisions of CIM nor SMGS or bilateral or multilateral agreements between Contracting States apply to the contract covering the entire journey.</p>	<p>URL is not applicable if CIM and/or SMGS are applicable. So URL needs a through-going contract covering both areas without reconsignment at the border between CIM and SMGS; and the parties to the contract have to agree that their contract is subject to URL.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 1) § 3 When international carriage being the subject of a single contract includes carriage by road or inland waterway in internal traffic of a Member State as a supplement to transfrontier carriage by rail, these Uniform Rules shall apply.</p> <p>§ 4 When international carriage being the subject of a single contract of carriage includes carriage by sea or transfrontier carriage by inland waterway as a supplement to carriage by rail, these Uniform Rules shall apply if the carriage by sea or inland waterway is performed on services included in the list of services provided for in Article 24 § 1 of the Convention (COTIF).</p>	<p>(Article 3) § 2 The carriage of goods in international through railway traffic shall take place between stations that are open for freight operations in accordance with the national law of the Parties, and in international through railway-ferry traffic, including a waterway section of the route which the Parties have declared open for such carriage.</p>	<p>(Article 1) § 2 The contract of carriage may also stipulate that this legal regime applies to transport operations carried out by other modes of transport in addition to international rail transport (multimodal transport),</p> <ol style="list-style-type: none"> 1. if such agreement does not contradict with any international treaty governing such additional transport, and 2. unless the Contracting State whose law applies to such multimodal transport contract has declared that it will not apply this legal regime to multimodal transport contracts. 	<p>CIM, SMGS and URL include multimodal transport in a different manner:</p> <p>CIM includes carriage by road, inland waterway or sea under certain circumstances;</p> <p>SMGS includes international through railway-ferry traffic;</p> <p>URL includes each other mode of transport in addition to international rail transport under certain circumstances.</p>

<p>(Article 1) § 5 These Uniform Rules shall not apply to carriage performed between stations situated on the territory of neighbouring States, when the infrastructure of these stations is managed by one or more infrastructure managers subject to only one of those States.</p> <p>§ 6 Any State which is party to a convention concerning international through carriage of goods by rail comparable with these Uniform Rules may, when it makes an application for accession to the Convention (COTIF), declare that it will apply these Uniform Rules only to carriage performed on part of the railway infrastructure situated on its territory.</p>	<p>(Article 3) § 3 If the Parties are at the same time parties to other international agreements establishing the legal norms for the contract of carriage of goods by rail, traffic between stations of the railways of these Parties may be performed under the terms of those agreements.</p> <p>Article 4 Method of carriage If the station of departure and the station of destination of the goods are located on the railways of different gauges, carriage may, depending on the technical possibilities available, be effected by the following means: transshipment of goods from wagons of the one gauge to wagons of the other gauge, changing over the wagons onto bogies of the other gauge or using the wheelsets of adjustable gauge.</p>	<p>(Article 1) § 3 Two or more Contracting States may conclude agreements which declare this legal regime applicable to contracts of carriage by rail between their countries in other cases than regulated in § 1 and § 2.</p>	<p>CIM, SMGS and URL have different provisions concerning their applicability in special cases.</p>
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CIM 1999	SMGS 2015	URL 2015	Remarks
	<p data-bbox="625 240 993 305">Article 12 Network Information Manual</p> <p data-bbox="625 342 1020 735">§ 1 The network information manual contains information regarding railway infrastructure and waterways sections of the route used during carriage of goods in compliance with conditions established by this Agreement, also data concerning carriers involved in such carriage (See Annex 5 to this Agreement).</p> <p data-bbox="625 773 1031 870">The information included in this manual is reliable and open to the public.</p> <p data-bbox="625 907 751 972">§§ 2 and 3</p>		

Item 2: Definitions			
Article 3 Definitions	Article 2 Definitions	Article 2 Definitions	Remarks
<p>For purposes of these Uniform Rules the term</p> <p>..... (see a) below)</p> <p>a) “carrier” means the <i>contractual carrier</i> with whom the <i>consignor</i> has concluded the <i>contract of carriage</i> pursuant to these Uniform Rules, or a <i>subsequent carrier</i> who is liable on the basis of this contract;</p> <p>..... (see a) above)</p> <p>..... (see a) above)</p>	<p>For the purposes of this Agreement, the following terms shall be defined as set out below:</p> <p>.....</p> <p>Carrier – the contractual carrier and all successive carriers involved in the carriage of goods, including on a waterway section of route in international railway-ferry traffic;</p> <p>Contractual carrier – a carrier who has concluded a contract of carriage with a consignor in accordance with this Agreement;</p> <p>Successive carrier – a carrier who, acceding to the contract of carriage (concluded by a contractual carrier), accepts the goods from the contractual carrier or other successive carrier for their further transportation;</p>	<p>In this legal regime</p> <p>1. “Contract of carriage” means a contract under which a carrier undertakes to carry goods against payment and to deliver them to a consignee under the conditions provided by this legal regime.</p> <p>2. “Carrier” means the contractual or a subsequent carrier.</p> <p>3. “Contractual carrier” means the carrier who has concluded the contract of carriage with the consignor.</p> <p>4. “Subsequent carrier” means a carrier who has not concluded the contract of carriage with the consignor but, by the very act of taking over of the goods with the consignment note, becomes a party to the contract of carriage.</p>	<p>SMGS and URL have numerous definitions at their disposal whereas CIM has only four definitions.</p> <p>In spite of a different wording the definitions in the three legal regimes mostly mean the same when using the same term.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 3)</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 2)</p> <p>Consignor – a person who has presented goods for carriage and is indicated in the consignment note as the consignor of the goods.</p> <p>.....</p> <p>Consignee – a person who is indicated in the consignment note as the person receiving the goods;</p> <p>.....</p> <p>Goods – commodities, products, wagons as transport means not belonging to the carrier and other physical objects accepted for carriage with the contract of carriage;</p>	<p>.....</p> <p>(Article 2)</p> <p>5. “Consignor” means the person who has concluded the contract of carriage with the contractual carrier.</p> <p>6. “Parties to the contract” means the carrier and the consignor.</p> <p>7. “Consignee” means the person to whom the carrier has to deliver the goods in accordance with the contract.</p> <p>8. “Person entitled” means the person who has the right to dispose of the goods.</p> <p>9. “Goods” means the wares, merchandise and articles of every kind whatsoever that a carrier undertakes to carry under a contract of carriage and includes the packing and any equipment and intermodal transport unit not supplied by or on behalf of the carrier. Empty wagons can also be considered as goods.</p>	<p>.....</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 3)</p>	<p>.....</p> <p>(Article 2)</p>	<p>.....</p> <p>(Article 2)</p>	<p>.....</p>
<p>.....</p>	<p>Consignment – goods accepted for carriage under a single consignment note from one consignor at the departure station to one consignee at the destination station;</p>	<p>10. “Consignment” means the totality of goods that is to be carried under a single contract of carriage.</p>	
<p>.....</p>	<p>.....</p>	<p>11. “Consignment note” means a document which confirms the conclusion and the content of the contract of carriage.</p>	
<p>.....</p>	<p>.....</p>	<p>12. “Electronic consignment note” means a consignment note established in the form of electronic communication and which assures the authenticity and integrity of the electronic communication at all time.</p>	
<p>.....</p>	<p>.....</p>	<p>13. “Costs relating to carriage” means the carriage charges and incidental costs, customs duties and other additional costs which are justified and necessary for the performance of the contract and incurred from the conclusion of the contract until delivery.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 3)</p> <p>.....</p> <p>c) “General Conditions of Carriage” means the conditions of the carrier in the form of general conditions or tariffs legally in force in each Member State and which have become, by the conclusion of the contract of carriage, an integral part of it;</p> <p>.....</p>	<p>.....</p> <p>(Article 2)</p> <p>“Carriage charges” – payments including carriage fares, fares for an accompanying person or road train driver, supplementary charges and other payments arising in the period between the conclusion of the contract of carriage and the delivery of goods to the consignee, including charges in connection with transshipment of goods or changeover of bogies;</p> <p>Tariff – a system of rates and the rules for calculating carriage charges that determine the amount of carriage charges;</p> <p>Tariff currency – the currency unit in which the tariff rate is expressed;</p> <p>.....</p>	<p>.....</p> <p>(Article 2)</p> <p>14. “Carriage charges” means the contractual remuneration payable to the carrier for the performance of the contract of carriage.</p> <p>15. “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 level of the freight charges under the contract of carriage is formed.</p> <p>16. “Dangerous goods” means any materials and substances which, according to the provisions of RID or Annex 2 to SMGS, must not or only under conditions might be transported.</p>	<p>.....</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>..... (Article 3)</p> <p>d) “intermodal transport unit” means a container, swap body, semi-trailer or other comparable loading unit used in intermodal transport.</p> <p>b) “substitute carrier” means a carrier, who has not concluded the contract of carriage with the consignor, but to whom the carrier referred to in letter a) has entrusted, in whole or in part, the performance of the carriage by rail;</p>	<p>..... (Article 2)</p> <p>Intermodal transport unit (ITU) – container, swap body or semi-trailer intended for the carriage of goods by two or more modes of transport without transshipment of the goods during the change of transport mode;</p> <p>Road vehicle –; Owner of a wagon –; Railway –; Infrastructure (railway infrastructure) –; Penalty (fine) –; Carriage of goods –; Carriage of goods in international through railway traffic –; Carriage of goods in international through railway-ferry traffic –; Loading tackle –; Seal –; Party –; Infrastructure Manager –; Participant in carriage –</p>	<p>..... (Article 2)</p> <p>17. “Intermodal transport unit” means a container, transportable tank or flat, swap body, semi-trailer or other comparable loading unit used for the transport of goods in intermodal transport.</p> <p>.....</p>	<p>.....</p> <p>Several definitions in SMGS do not come back in URL but are natural. URL is not dealing with the items “Penalty (fine)” and “Seal”.</p> <p>SMGS and URL do not know the “substitute carrier” as it is to be found in CIM. With regard to SMGS and URL the substitute carrier is merely a “person for whom the carrier is liable” (cf. Art. 38 SMGS and Art. 26 URL).</p>

Item 3: Mandatory Law, Application of Public Law or National Law

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 5 Mandatory law</p>	<p>Article 6 Imperative law</p>	<p>Article 3 Mandatory Law</p>	
<p>§ 1 Unless provided otherwise in these Uniform Rules, any stipulation which, directly or indirectly, would derogate from these Uniform Rules shall be null and void. The nullity of such a stipulation shall not involve the nullity of the other provisions of the contract of carriage.</p> <p>Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in these Uniform Rules.</p>	<p>Any condition of a contract of carriage directly or indirectly contravening the conditions laid down in this Agreement shall be null and void and of no legal force, except as expressly provided in this Agreement. The nullity of such conditions shall not entail the nullity of other terms of the contract of carriage.</p> <p>Article 39 § 3 The carrier shall not be liable for loss or shortage of, or damage to (spoilage of) goods accepted for carriage if this happened during carriage subject to special contractual terms and exemption from liability is provided for in these special contractual terms.</p>	<p>§ 1 Unless provided otherwise in this legal regime, any stipulation in the contract of carriage, which would derogate from this legal regime shall be null and void. The nullity of such stipulation shall not involve the nullity of other provisions of the contract of carriage agreed by the parties.</p> <p>§ 2 Nevertheless, a carrier may assume a liability greater and obligations more burdensome than those provided for in this legal regime. Furthermore, the compensation payable by the consignor pursuant to Articles 7 and 11 may, by derogation from § 1, be limited in amount, but not less than the amount which the carrier is entitled to invoke under this legal regime for total loss of the goods.</p>	<p>In principle both Conventions (CIM and SMGS) and URL are mandatory. So, after the parties to the contract of carriage have agreed on using URL as legal basis for their through-going contract, they are bound to this legal regime.</p> <p>Exceptionally CIM and URL allow the carrier to expand its liability and obligations deviating from the applicable legal regime. Furthermore URL allows a limitation of the liability of the consignor. SMGS allows the carrier to fix a general exemption of its liability for loss of or damage to goods under special contractual terms. The relevance of this exemption in practice should be cleared (see also the following Article 8 of SMGS).</p>

CIM 1999 Article 10 COTIF Supplementary provisions	SMGS 2015 Article 8 Rules governing the carriage of goods	URL 2015	Remarks
<p>§ 1 Two or more Member States or two or more carriers may agree supplementary provisions for the execution of ... the CIM Uniform Rules; they may not derogate from these Uniform Rules.</p> <p>Article 4 CIM § 1 Member States may conclude agreements which provide for derogations from these Uniform Rules for carriage performed exclusively between two stations on either side of the frontier, when there is no other station between them.</p> <p>§ 2 For carriage performed between two Member States, passing through a State which is not a Member State, the States concerned may conclude agreements which derogate from these Uniform Rules.</p> <p>§ 3</p>	<p>§ 1 The procedure for applying the terms of this Agreement and special conditions for the carriage of various types of goods shall be determined by the Rules for the Carriage of Goods (See Annex 1 to this Agreement). Special conditions for the carriage of goods may be established by means of a contract between the consignor, consignee and all carriers involved in carriage. Such special conditions shall take precedence over the conditions set out in the Rules for the Carriage of Goods.</p> <p>§ 2 The Rules for the carriage of Goods shall set out detailed standard solutions and procedures ensuring uniform interpretation and application of the Articles of this Agreement.</p>	<p>.....</p>	<p>URL does not say expressly anything about supplementary provisions or special conditions for the carriage of various types of goods. But in several Articles this legal regime refers to conditions on which the parties have agreed (cf. Articles 6 § 3, 8 §§ 1 and 2, 13 or 14 § 4 URL). And, of course, the contractual freedom, being a basis of the URL, allows the parties to the contract to define the conditions and performance of the contract in detail under the condition that they do not derogate from the legal regime. And it shall be repeated that the parties will only choose the URL if it fits to their through-going contract of carriage to which CIM and SMGS are not applicable.</p>

CIM 1999 Article 2 CIM Prescriptions of public law	SMGS 2015 Article 9 Rules for the transport of dangerous goods	URL 2015 Article 4 Provisions of public law	Remarks
<p>Carriage to which these Uniform Rules apply shall remain subject to the prescriptions of public law, in particular the prescriptions relating to the carriage of dangerous goods as well as the prescriptions of customs law and those relating to the protection of animals.</p>	<p>§ 1 The carriage of dangerous goods shall be governed by the Rules for the transport of dangerous goods (See Annex 2 to this Agreement). The relevant articles of this Agreement and Rules for the transport of dangerous goods mentioned in Article 8 “Rules governing the carriage of goods” of this Agreement shall apply to any other area, which is not governed by Rules for the transport of dangerous goods.</p> <p>§ 2 The carriage of dangerous goods in international through railway-ferry traffic shall be also governed by the terms of the European Agreement concerning the International Carriage of Dangerous Goods by Inland Waterways (ADN).</p>	<p>This legal regime governs only the rights and obligations of the parties to the contract of carriage arising from such contract. Carriage to which this legal regime applies shall remain subject to the provisions of public law, in particular public law provisions regulating</p> <ol style="list-style-type: none"> 1. the safe transport of dangerous goods as well as other safety issues, 2. customs formalities, or 3. the protection of animals. 	<p>Even if Article 9 SMGS only refers to the carriage of dangerous goods it is to be assumed that carriage to which the SMGS applies also remains subject to the provisions of public law.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>Article 8 COTIF National law</p>	<p>.....</p> <p>Article 5 Application of national law</p>	<p>.....</p>	<p>.....</p>
<p>§ 1 When interpreting and applying the Convention, its character of international law and the necessity to promote uniformity shall be taken into account.</p> <p>§ 2 In the absence of provisions in the Convention, national law shall apply.</p> <p>§ 3 “National law” means the law of the State in which the person entitled asserts his rights, including the rules relating to conflict of laws.</p>	<p>.....</p> <p>In the absence of relevant provisions in this Agreement, national law of the Contracting Party shall apply, in the territory of which the person entitled asserts his rights.</p>	<p>.....</p>	<p>URL does not refer to national law in general as CIM and SMGS do. But there are several provisions in this new legal regime which refer to national law in special cases (cf. Articles 9 § 1, 14 § 4, 18 § 3, 20 §§ 4 and 5, 29 §§ 2 and 7). CIM and SMGS, too, refer to national law in several cases.</p>

Item 4: Contract of Carriage

CIM 1999	SMGS 2015	URL 2015	Remarks
	Article 7 Pre-contractual coordination of carriage		
<p>.....</p>	<p>Pre-contractual coordination of the carriage of goods shall take place pending the conclusion of a contract of carriage in the following manner:</p> <ul style="list-style-type: none"> -- between the consignor and the contractual carrier – in accordance with national law; -- between the contractual carrier and successive carriers – in accordance with the procedure agreed by them. 	<p>.....</p>	<p>Article 7 of SMGS appears as a description of the performance of the pre-contractual phase of the carriage of goods. Nothing else should go under CIM and URL though these legal regimes don't say anything about the pre-contractual phase of the transport.</p>
<p>Article 6 Contract of carriage</p> <p>§ 1 By the contract of carriage, the carrier shall undertake to carry the goods for reward to the place of destination and to deliver them there to the consignee.</p>	<p>Article 14 Contract of carriage</p> <p>§ 1 Under the contract of carriage, the carrier shall undertake, for a fee, to carry the goods entrusted to it by the consignor to the destination station over the route agreed by the consignor and the contractual carrier and to deliver them to the consignee.</p>	<p>Article 5 Contract of carriage</p> <p>§ 1 Under the contract of carriage the carrier is obliged to carry the goods to the destination and to deliver them to the consignee. Subject to Article 8 the consignor is obliged to pay the costs relating to carriage.</p>	<p>According to both Conventions and the new legal regime the contract of carriage is based on an agreement between the parties to the contract. The taking over of the goods and/or of the consignment note is not a condition of the contract of carriage.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>.....</p> <p>(Article 6) § 2 The contract of carriage must be confirmed by a consignment note which accords with a uniform model. ...</p>	<p>.....</p> <p>(Article 14) § 2 The carrier shall perform the carriage of goods under the terms of this Agreement provided that: 1) the carrier or consignor has at its disposal the means of transport necessary for such carriage; 2) the consignor complies with the terms of this Agreement; 3) carriage is not prevented by circumstances which the carrier cannot prevent and the elimination of which is beyond its control; 4) carriage is coordinated among carriers for the route taken by the goods.</p> <p>§ 3 The conclusion of the contract of carriage shall be confirmed by a consignment note.</p>	<p>.....</p> <p>.....</p> <p>(Article 5) § 2 The contract of carriage shall be confirmed by a consignment note.</p>	<p>.....</p> <p>Only SMGS still contains a legal obligation to carry goods, whereas according to CIM and URL there exists only a contractual obligation. Furthermore, URL is not applicable unless the parties to the contract of carriage agreed its applicability.</p> <p>The consignment note is not a condition of the contract of carriage but confirms the contract which exists even if no consignment note can be presented to the court or tribunal.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 6) § 8 The international associations of carriers shall establish uniform model consignment notes in agreement with the customers' international associations and the bodies having competence for customs matters in the Member States as well as any intergovernmental regional economic integration organization having competence to adopt its own customs legislation.</p> <p>§ 7 In the case of carriage which enters the customs territory of the European Union or the territory on which the common transit procedure is applied, each consignment must be accompanied by a consignment note satisfying the requirements of Article 7.</p> <p>§ 6 A consignment note must be made out for each consignment. In the absence of a contrary agreement between the consignor and the carrier, a consignment note may not relate to more than one wagon load.</p>	<p>.....</p> <p>.....</p> <p>Article 21 Acceptance of goods for carriage Subparagraph 2: Goods accepted under one consignment note from one from one consignor at one station of departure for carriage to one consignee at one station of destination shall be considered to constitute a consignment.</p>	<p>.....</p> <p>(Article 5 § 2) Sentence 2: The relevant international associations in the railway sector may together establish a standard model of the consignment note, also taking into account customs matters.</p> <p>.....</p> <p>For one consignment only one consignment note shall be made out, even if the totality of goods consists of several parts or is transported in several wagons.</p>	<p>.....</p> <p>Even if there is not yet a standard model of the consignment note being established with regard to URL, the carriage of goods may be performed governed by URL. The parties may use one of the existing models of the consignment note (e.g. the CIM/SMGS Consignment Note; cf. Article 13 of SMGS) with the addition "URL".</p>

<p>(Article 6 § 2) Sentence 2: However, the absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract which shall remain subject to these Uniform Rules.</p> <p>§ 3 The consignment note shall be signed by the consignor and the carrier. The signature can be replaced by a stamp, by an accounting machine entry or in any other appropriate manner.</p> <p>§ 4 The carrier must certify the taking over of the goods on the duplicate of the consignment note in an appropriate manner and return the duplicate to the consignor.</p> <p>§ 9 The consignment note and its duplicate may be established in the form of electronic data registration which can be transformed into legible written symbols. The procedure used for the registration and treatment of data must be equivalent from the functional point of view,</p>	<p>(Article 14) § 4 Incorrect or inaccurate information entered in the consignment note, as well as the loss of the consignment note by the carrier shall affect neither the existence nor the validity of the contract of carriage.</p> <p>.....</p> <p>.....</p> <p>Article 15, § 4 The consignment note may be completed as an electronic consignment note. The electronic consignment note shall function in the same way as a paper consignment note and shall represent the same set of data in electronic form as a paper consignment note.</p>	<p>(Article 5 § 2) Subparagraph 3: The absence, irregularity or loss of the consignment note shall not affect the existence or validity of the contract of carriage which shall remain subject to this legal regime.</p> <p>§ 3 The consignment note shall be signed by the consignor and the contractual carrier. As a signature there can be used an imprint, a stamp or an accounting machine entry.</p> <p>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.</p> <p>§ 4 The consignment note may be established or used in the form of electronic communication. The use of an electronic consignment note shall be agreed upon by all parties involved in the carriage of goods. An electronic record having the same functions as the consignment note shall be</p>	<p>Remarks SMGS does not mention the “absence” of the consignment note, but, according to the three legal regimes, the “loss” of the consignment note shall not affect the existence or validity of the contract of carriage which only shall be “confirmed” by the consignment note.</p>
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CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 6 § 9, Sentence 2) particularly so far as concerns the consignment note represented by those data.</p> <p>§ 5 The consignment note shall not have affect as a bill of lading.</p> <p>.....</p>	<p>.....</p> <p>Art. 14 § 6 Wagon for the carriage of goods shall be provided by the carrier or the consignor. Wagons admitted to circulation in international traffic shall be provided for the carriage of goods.</p>	<p>(Article 5 § 4, Sentence 3) deemed equivalent to the consignment note, provided that the authenticity and integrity of the record are assured at all times.</p> <p>.....</p> <p>.....</p>	<p>Article 14 § 6 of SMGS mentions necessary preparations for the transport. The same should be valid under CIM and URL.</p>

Item 5: Content of the Consignment Note

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 7 Wording of the consignment note</p>	<p>Article 15 Consignment note</p>	<p>Article 6 Content of the consignment note</p>	

<p>§ 1 The consignment note must contain the following particulars:</p> <p>a) the place at which and the day on which it is made out;</p> <p>b) the name and address of the consignor;</p> <p>c) the name and address of the carrier who has concluded the contract of carriage;</p> <p>d) the name and address of the person to whom the goods have effectively been handed over if he is not the contractual carrier;</p> <p>e) the place and the date of taking over of the goods;</p> <p>f) the place of delivery;</p> <p>.....</p> <p>g) the name and address of the consignee;</p> <p>h) the description of the nature of the goods and the method of packing, and, in case of dangerous goods, the description provided for in the Regulation concerning the International Carriage of Dangerous Goods by Rail (RID);</p> <p>i) the number of packages and the special marks and numbers necessary for the identification of consignments in less than full wagon loads;</p> <p>j) the number of the wagon in the case of carriage of full wagon loads;</p>	<p>§ 1 The consignment note must contain the following information:</p> <p>17) date of the contract of carriage;</p> <p>1) name and postal address of the consignor;</p> <p>3) name of the contractual carrier;</p> <p>.....</p> <p>4) name of the railway and station of departure;</p> <p>5) name of the railway and station of destination;</p> <p>6) names of the border stations;</p> <p>2) name and postal address of the consignee;</p> <p>7) designation of the goods and their code;</p> <p>8) consignment number;</p> <p>9) type of packaging;</p> <p>10) number of packages;</p> <p>12) wagon (container) number, who assigned the wagon for the carriage of goods (the consignor or the carrier);</p>	<p>§ 1 The consignment note must contain the following particulars</p> <p>(a) the date and the place at which it is made out;</p> <p>(b) the name and address of the consignor;</p> <p>(c) the name and address of the contractual carrier;</p> <p>(d) the name and address of the person to whom the goods have effectively been handed over if he is not the contractual carrier;</p> <p>(e) the place and the date of taking over of the goods;</p> <p>(f) the place designated for delivery;</p> <p>(cf. § 2 letter c)</p> <p>(g) the name and address of the consignee;</p> <p>(h) the description of the nature of the goods and the method of packing, and, in case of dangerous goods, their generally recognized description;</p> <p>(i) the number of packages and their special marks and numbers;</p> <p>(j) the number of the wagon(s) in which the consignment is carried;</p>	<p>Both Conventions and the URL do not differ much with regard to the particulars to be entered on the consignment note. They all distinguish between particulars which have to be entered in any case (§ 1) and those which have to be entered where applicable or appropriate (§ 2). In addition, pursuant to CIM and URL, the parties may also enter on the consignment note other particulars relating to carriage they consider useful (§ 3).</p>
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<p>k) the number of the railway vehicle running on its own wheels, if it is handed over for carriage as goods;</p> <p>(l) in addition, in the case of intermodal transport units, the category, the number or other characteristics necessary for their identification;</p> <p>(m) the gross mass or the quantity of the goods expressed in other ways;</p> <p>(n) a detailed list of the documents which are required by customs or other administrative authorities and are attached to the consignment note or held at the disposal of the carrier at the offices of a duly designated authority or a body designated in the contract;</p> <p>o) the costs relating to carriage (the carriage charge, incidental costs, customs duties and other costs incurred from the conclusion of the contract until delivery) insofar as they must be paid by the consignee or any other statement that the costs are payable by the consignee;</p> <p>.....</p> <p>p) a statement that the carriage is subject, notwithstanding any clause to the contrary, to these Uniform Rules.</p>	<p>.....</p> <p>(cf. No. 12 above)</p> <p>11) mass of the goods;</p> <p>16) method for determination of the mass of the goods;</p> <p>13) a list of accompanying documents enclosed by the consignor to the consignment note;</p> <p>14) Information on payment of carriage charges;</p> <p>15) number of seals and their signs;</p> <p>.....</p>	<p>.....</p> <p>(k) in case of using an intermodal transport unit, its category, number or other characteristics necessary for its identification;</p> <p>(l) the gross mass or the quantity of the goods expressed in other ways;</p> <p>(m) a detailed list of the documents which are required by customs or other administrative authorities and are attached to the consignment note or held at the disposal of the carrier at the offices of a duly designated authority or a body designated in the contract;</p> <p>(n) the carriage charges and other costs relating to carriage insofar as they have to be paid by the consignee.</p> <p>(cf. § 2 letter e)</p> <p>.....</p>	
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<p>(Article 7) § 2 Where applicable the consignment note must also contain the following particulars:</p> <p>a) in the case of carriage by successive carriers, the carrier who must deliver the goods when he has consented to this entry in the consignment note;</p> <p>b) the costs which the consignor undertakes to pay;</p> <p>e) the agreed transit period;</p> <p>f) the agreed route;</p> <p>g) a list of the documents not mentioned in § 1, letter n), handed over to the carrier;</p> <p>h) the entries made by the consignor concerning the number and description of seals he has affixed to the wagon;</p> <p>.....</p> <p>c) the amount of the cash on delivery charge;</p> <p>d) the declaration of the value of the goods and the amount representing the special interest in delivery;</p>	<p>(Article 15) § 2 The consignment note shall, where appropriate, contain the following particulars in addition to the information listed in § 1 of this Article:</p> <p>1) the names of successive carriers;</p> <p>.....</p> <p>.....</p> <p>(cf. § 1 No. 6)</p> <p>.....</p> <p>(cf. § 1 No. 15)</p> <p>.....</p> <p>2) the consignor's declarations concerning the goods;</p> <p>3) the port railway stations and the ports for the transfer to transport by water;</p> <p>4) other particulars provided for in the Rules for the Carriage of Goods.</p>	<p>(Article 6) § 2 Where applicable the consignment note must also contain the following particulars:</p> <p>.....</p> <p>(a) carriage charges and other costs relating to carriage which the consignor undertakes to pay;</p> <p>(b) the agreed time of delivery;</p> <p>(c) the agreed route to follow;</p> <p>(d) a list of the documents not mentioned in § 1, letter m, handed over to the carrier;</p> <p>(e) the information given by the consignor concerning the number and description of seals he has affixed to the wagon;</p> <p>(f) additional information on specific requirements relating to the handling of the goods including dangerous goods.</p> <p>.....</p> <p>.....</p> <p>.....</p>	
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CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 7) § 3 The parties to the contract may enter on the consignment note any other particulars they consider useful.</p> <p>.....</p>	<p>.....</p> <p>.....</p> <p>(Article 15) § 3 Consignment note blank forms shall be printed and completed in one of the official languages of the OSJD (Chinese, Russian)</p> <ul style="list-style-type: none"> -- in Russian, when carrying goods from/to -- in Chinese, when carrying goods from -- in Russian, when carrying goods to <p>Consignment note blank forms, as well as the entries in all or some fields of the consignment note, may contain translation into another language. By agreement between participants in the carriage, the consignment note may be completed in any other language.</p>	<p>.....</p> <p>(Article 6) § 3 The parties may enter on the consignment note other particulars relating to carriage they consider useful.</p> <p>.....</p>	<p>.....</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
	Article 13 Carriage of goods with the CIM/SMGS Consignment Note		
.....	<p>The goods can be transported with the CIM/SMGS Consignment note. The sample consignment note and rules for its completion can be found in the CIM/SMGS Consignment Note Manual (See Annex 6 to this Agreement). Rules governing the carriage of goods, mentioned in Article 8 “Rules governing the carriage of goods” of this Agreement shall apply to any other area, which is not governed by the CIM/SMGS Consignment Note Manual.</p>	.....	<p>The CIM/SMGS Consignment note may be useful for the carriage of goods under URL as well.</p>

Item 6: Responsibility of the Consignor

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 8 Responsibility for particulars entered on the consignment note</p>	<p>Article 16 Responsibility for particulars entered in the consignment note</p>	<p>Article 7 Responsibility of the consignor</p>	
<p>§ 1 The consignor shall be responsible for all costs, loss or damage sustained by the carrier by reason of</p> <p>a) the entries made by the consignor in the consignment note being irregular, incorrect, incomplete or made elsewhere than in the allotted space, or</p> <p>b) the consignor omitting to make the entries prescribed by RID.</p>	<p>§ 1 The consignor shall ensure the correctness of the particulars and statements it enters in the consignment note. It shall bear responsibility for all the consequences in the event of those particulars and statements being incorrect, inaccurate or incomplete, or made elsewhere than in the allotted field of the consignment note. ...</p>	<p>§ 1 The consignor shall be liable for all costs, loss or damage sustained by the carrier by reason of:</p> <p>(a) the entries made by or on behalf of the consignor in the consignment note or other documents referred to in Article 12 being incorrect, or</p> <p>(b) the consignor omitting to provide the necessary information on the generally recognized description of the dangerous goods.</p>	<p>No substantial differences between the three legal regimes.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 8) § 2 If, at the request of the consignor, the carrier makes entries on the consignment note, he shall be deemed, unless the contrary is proved, to have done so on behalf of the consignor.</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 16 § 1) Sentence 3 If, in accordance with the provisions of this Agreement, the carrier enters the consignor's statements in the consignment note, it shall be deemed to have done so on behalf of the consignor unless the contrary is proved.</p> <p>.....</p> <p>§ 2 If, before the conclusion of the contract of carriage, the carrier detects incorrect, inaccurate or incomplete particulars in the consignment note, the consignor shall produce a new consignment note if the Rules for the Carriage of Goods do not permit correction of particulars and statements in the consignment note.</p>	<p>.....</p> <p>(See Article 7, § 1, letter a)</p> <p>(Article 7) § 2 The consignor shall, to the extent he is at fault, also be liable for all costs, loss or damage sustained by the carrier by reason of the consignor omitting to provide necessary information on specific requirements relating to the handling of the goods.</p> <p>.....</p>	<p>.....</p> <p>The message of Article 16 § 2 SMGS should be valid under CIM and URL as well.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 9 Dangerous goods If the consignor has failed to make the entries prescribed by RID, the carrier may at any time unload or destroy the goods or render them innocuous, as the circumstances may require, without payment of compensation, save when he was aware of their dangerous nature on taking them over.</p> <p>.....</p>	<p>.....</p> <p>(Article 16) § 3 The consignor shall pay the carrier a penalty if, after a contract of carriage has been concluded, the carrier finds particulars and statements furnished by the consignor in the consignment note to be incorrect, inaccurate or incomplete and, at the same time, establishes that:</p> <p>1) the goods include articles that are not allowed to pass through the State border in at least one of the States on whose territory they would have to be carried;</p>	<p>(Article 7) § 3 If the consignor has failed to disclose the dangerous nature of the goods or specific requirements relating to the handling of the goods, the carrier may at any time unload or destroy the goods or render them innocuous, as the circumstances and the potential risk may require. In this case the carrier may claim the costs or expenses necessitated by the measures taken and shall not be obliged to pay compensation for loss of or damage to the goods.</p> <p>.....</p>	<p>.....</p> <p>Different to CIM and URL the SMGS contains penalties in several cases.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p data-bbox="625 277 1026 305">(Article 16 § 3)</p> <p data-bbox="625 342 1020 443">2) dangerous goods have been accepted for carriage in violation of their conditions of carriage;</p> <p data-bbox="625 480 1020 646">3) in the process of loading by the consignor, overloading of the wagon (container) beyond its carrying capacity has been allowed;</p> <p data-bbox="625 683 947 784">4) the amount of carriage charges has been underestimated;</p> <p data-bbox="625 821 1003 894">5) circumstances jeopardizing the safety of traffic have arisen.</p> <p data-bbox="625 932 1031 1252">A penalty provided for in subparagraphs 1, 2, 4 or 5 of this paragraph shall be imposed in accordance with the provisions of Article 31 'Payment of carriage charges and penalties' in an amount equal to five times the fare payable to the carrier who ascertained such an infringement.</p>		

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>.....</p> <p>(Article 16, § 3) Subparagraph 4: The penalty relating to subparagraph 3 of this paragraph shall be imposed in accordance with the provisions of Article 31 'Payment of carriage charges and penalties' in the amount of five times the fare for the carriage of the excess mass of goods due to the carrier who detected the excess.</p> <p>The carrier shall be entitled to impose the penalties provided for in this paragraph, regardless of indemnification for possible damages and other penalties to be paid by the consignor or consignee in accordance with the terms of this Agreement.</p>	<p>.....</p>	<p>.....</p>
<p>Article 8 § 3 If the consignment note does not contain the statement provided for in Article 7 § 1, letter p), the carrier shall be liable for all costs, loss or damage sustained through such omission by the person entitled.</p>	<p>.....</p>	<p>.....</p>	

Item 7: Payment of the Costs related to Carriage

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 10 Payment of costs</p>	<p>Article 31 Payment of carriage charges and penalties</p>	<p>Article 8 Payment of the costs relating to carriage</p>	
<p>§ 1 Unless otherwise agreed between the consignor and the carrier, the costs (the carriage charge, incidental costs, customs duties and other costs incurred from the time of the conclusion of the contract to the time of delivery) shall be paid by the consignor.</p>	<p>§ 1 Save where otherwise stipulated in an agreement between the contractual carrier and the consignor, carriage charges shall be paid: 1) by the consignor to the carriers involved in the carriage of the goods, except for the carrier delivering the goods, for the carriage performed by those carriers; 2) by the consignee to the carrier delivering the goods, for the carriage performed by that carrier. The same procedure shall apply with regard to penalties.</p>	<p>§ 1 Unless otherwise agreed between the consignor and the carrier, the carriage charges shall be paid by the consignor; other costs relating to carriage shall be paid by the consignor when they are caused by circumstances beyond the carrier's control.</p>	<p>With regard to the payment of costs the three legal regimes contain contractual freedom.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>.....</p> <p>(Article 10) § 2 When by virtue of an agreement between the consignor and the carrier, the costs are payable by the consignee and the consignee has not taken possession of the consignment note nor asserted his rights in accordance with Article 17 § 3, nor modified the contract of carriage in accordance with Article 18, the consignor shall remain liable to pay the costs.</p>	<p>(Article 31) § 2 If the consignor or the consignee assigns fulfillment of their obligations under § 1 of this Article to a third party, that third party must be specified by the consignor in the consignment note as the payer and have an agreement with the relevant carrier.</p> <p>§ 6 The carrier shall be entitled to demand payment of carriage charges before carriage commences.</p> <p>§ 3 If the consignee has neither taken over the goods nor exercised the rights provided for in § 3 of Article 25 'Amendments of the contract of carriage' and § 2 of Article 26 'Delivery of goods', or if it has failed to attend to receive the goods, the obligation to pay carriage charges under the contract of carriage shall transfer to the consignor.</p>	<p>.....</p> <p>(Article 8, § 1) Sentence 2: Unless otherwise agreed the carrier has the right to demand the carriage charges before the beginning of the carriage.</p> <p>§ 2 When by virtue of an agreement between the consignor and the carrier, the costs relating to carriage are payable by the consignee, the consignor shall remain liable for payment of the costs, if the consignee has not taken possession of the consignment note nor has taken delivery nor asserted his rights in accordance with Article 14 §§ 2 and 3 nor modified the contract of carriage in accordance with Article 15.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....
.....	<p>(Article 31) § 4 In the case of incorrect calculation of carriage charges, undercharges shall be paid and overcharges repaid.</p>	.....
.....	<p>§ 5 Carriage charges and penalties shall be paid to the carrier in the manner provided for by the national law of the State in which the payment is made.</p>	.....
.....	<p>Article 30 Calculation of carriage charges § 1 Carriage charges shall be calculated in accordance with the tariffs applied by the carriers performing the carriage.</p>	<p>(Article 8) § 3 If the carriage charges are calculated based on tariffs, ...</p>	CIM mentions "tariffs" only in the definition of "General Conditions of Carriage" in Article 3 letter c), whereas in SMGS the calculation of carriage charges is based on tariffs. URL respects the solution of SMGS.
.....	<p>§ 3 Carriage charges shall be calculated in accordance with the tariffs applicable on the day on which the contract of carriage is concluded.</p>	<p>... the calculation shall be based on the tariffs which are valid on the day of the conclusion of the contract of carriage, and in the currency defined according to the applied tariffs for the international carriage.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p>	<p>(Article 30) § 2 Carriage charges shall be calculated separately by each carrier involved in the carriage, for the carriage distances and in the currency to be determined in accordance with the applicable tariffs for the international carriage in question.</p>	<p>(Article 8 § 3) Sentence 2: Carriage charges are calculated separately by each participating carrier with regard to his section of the route and according to his pricing systems and tariffs.</p>	
<p>.....</p>	<p>Carriage charges for a waterway section of the journey shall be calculated in accordance with the tariff applicable to the carriage concerned.</p>	<p>.....</p>	
<p>.....</p>	<p>.....</p> <p>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 on which they arise, separately for each consignment and shall be confirmed by corresponding documents.</p>	<p>.....</p> <p>§ 4 The carrier has to be reimbursed of all costs relating to carriage which are not foreseen in the applied tariffs and were caused by circumstances beyond the carrier's control. These costs are registered on the day of their occurrence separately for each consignment and are justified by the relevant documents.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 32) § 2 Additional costs shall be reimbursed in accordance with the procedure provided for in Article 31 'Payment of carriage charges and penalties'.</p> <p>.....</p>	<p>.....</p> <p>.....</p>	<p>.....</p>
<p>.....</p> <p>Article 17, Delivery, § 6 If the goods have been delivered without prior collection of a cash on delivery charge, the carrier shall be obliged to compensate the consignor up to the amount of the cash on delivery charge without prejudice to his right of recourse against the consignee.</p> <p>.....</p>	<p>.....</p> <p>Article 33 Cash on delivery and loans Cash on delivery payments and loans shall not be permitted.</p> <p>.....</p>	<p>.....</p> <p>.....</p>	<p>.....</p> <p>Only CIM allows cash on delivery (cf. also Articles 44 § 4, 45 § 4, 48 § 1 CIM)</p> <p>.....</p>
<p>.....</p> <p>SMGS Article 30 § 5 When a consignment note is found to contain incorrect, inaccurate or incomplete information, the carrier who found this discrepancy and successive carriers shall calculate the carriage charges for the goods actually carried.</p>	<p>.....</p> <p>Article 30 § 6 If, in the event of obstructions to the carriage of goods for reasons not attributable to the carrier, the route of carriage of the goods has been changed, the carriage charges shall be calculated for carriage as to the modified route.</p>	<p>.....</p> <p>Article 18 § 1 Sentence 2: The carrier may in particular recover the carriage charge applicable to the route followed ...</p>	<p>.....</p>

COTIF 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 30) § 7 If, for the transshipment of a consignment from one wagon en route, for reasons not attributable to the carrier, two or more wagons of the same gauge are required, the carriage charges for the goods loaded onto each of the wagons shall be calculated as for a separate consignment.</p> <p>§ 8 If, at a station which is a connecting station for railways of different gauges, the transshipment of a consignment from one wagon of one gauge requires two or more wagons of another gauge, the carrier shall have the right to calculate the carriage charges for the goods loaded into each of the wagons separately as for separate consignments.</p> <p>§ 9 Where the contract of carriage is modified, the carriage charges shall be calculated separately for the distance to the station where the contract of carriage was modified, and the distance from that station to the new destination station.</p>	<p>.....</p> <p>.....</p> <p>.....</p>	<p>.....</p> <p>As, according to SMGS, carriage charges shall be calculated in accordance with tariffs, the respective provisions in SMGS are more detailed than in CIM and URL.</p>

Item 8: Examination

CIM 1999	SMGS 2015	URL 2015	Remarks
Article 11 Examination	Article 23 Verification of goods	Article 9 Examination	
<p>§ 1 The carrier shall have the right to examine at any time 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. If the examination concerns the contents of the consignment, this shall be carried out as far as possible in the presence of the person entitled; where this is not possible, the carrier shall require the presence of two independent witnesses, unless the laws and prescriptions of the State where the examination takes place provides otherwise.</p> <p>§ 2 If the consignment does not correspond with the entries in the consignment note or if the provisions relating to the carriage</p>	<p>§ 1 The carrier shall be entitled to verify whether the consignor has complied with the conditions of carriage and whether the consignment corresponds to the particulars furnished by the consignor in the consignment note. Verification shall be carried out in accordance with the procedure laid down by national law.</p> <p>§ 2 If the consignor has not complied with the conditions of carriage or the consignment does not match the information supplied by the</p>	<p>§ 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. If the examination concerns the contents of the consignment, this shall be carried out as far as possible in the presence of the person entitled; where this is not possible, the carrier shall require the presence of two independent witnesses, unless the laws and prescriptions of the State where the examination takes place provides otherwise.</p> <p>§ 2 If the consignment does not correspond with the entries in the consignment note or if the provisions of public law have not</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>..... (Article 11 § 2, Sentence 1)</p> <p>of goods accepted subject to conditions have not been complied with, the result of the examination must be entered in the copy of the consignment note which accompanies the goods, and also in the duplicate of the consignment note, if it is still held by the carrier. In this case the costs of the examination shall be charged against the goods, if they have not been paid immediately.</p>	<p>..... (Article 23 § 2)</p> <p>consignor in the consignment note, the carrier shall, in the manner provided for in Article 31 'Payment of carriage charges and penalties' and in Article 32 'Additional costs associated with the carriage of goods' of this Agreement, be compensated for all costs resulting from the verification and substantiated by supporting documents.</p>	<p>..... (Article 9 § 2, Sentence 1)</p> <p>been complied with, the result of the examination must be entered in the consignment note. In this case the costs of the examination shall be charged against the goods, if they have not been paid immediately.</p>	<p>.....</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 11) § 3</p> <p>When the consignor loads the goods, he shall be entitled to require the carrier to examine the condition of the goods and their packaging as well as the accuracy of statements on the consignment note as to the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed. The carrier shall be obliged to proceed with the examination only if he has appropriate means of carrying it out. The carrier may demand the payment of the costs of the examination. The result of the examination shall be entered on the consignment note.</p>	<p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 9) § 3</p> <p>When the consignor loads the goods, he shall be entitled to require the carrier to examine the condition of the goods and their packaging as well as the accuracy of statements on the consignment note as to the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed. The carrier shall be obliged to proceed with the examination only if he has appropriate means of carrying it out. The carrier may demand the payment of the costs of the examination. The result of the examination shall be entered on the consignment note.</p>	<p>.....</p> <p>As SMGS does not contain a prescription regulating the evidential value of the consignment note, there is no necessity of a provision in SMGS which entitles the consignor to require the carrier to examine the goods.</p>

Item 9: Evidential value of the consignment note

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 12 Evidential value of the consignment note</p>		<p>Article 10 Evidential value of the consignment note</p>	
<p>§ 1 The consignment note shall be prima facie evidence of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier.</p>	<p>.....</p>	<p>§ 1 The consignment note, signed according to Article 5 § 3, shall be prima facie evidence, save proof to the contrary, of the conclusion and the conditions of the contract of carriage and the taking over of the goods by the carrier.</p>	<p>SMGS does not contain a prescription dealing with the evidential value of the consignment note.</p>
<p>§ 3 If the consignor has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and of their packaging indicated in the consignment note or, in the absence of such indication, of their apparently good condition and of the accuracy of the statements referred to in § 2 solely in the case where the carrier has examined them and recorded on the consignment note a result of his examination which tallies.</p>	<p>.....</p>	<p>§ 2 If the consignment note, signed according to Article 5 § 3, contains no specific reservations by the carrier, it is assumed, failing proof to the contrary, that the goods and their packaging have apparently been in a good and appropriate condition to be transported at the moment they were taken over by the carrier.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>(Article 12) § 2 If the carrier has loaded the goods, the consignment note shall be prima facie evidence of the condition of the goods and their packaging indicated on the consignment note or, in the absence of such indications, of their apparently good condition at the moment they were taken over by the carrier and of the accuracy of the statements in the consignment note concerning the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed.</p>	<p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 10) § 3 If the carrier has loaded the goods or has examined them, the consignment note shall be prima facie evidence, save proof to the contrary, of the condition of the goods and their packaging indicated on the consignment note or, in the absence of such indications, of their apparently good and appropriate condition at the moment they were taken over by the carrier and of the accuracy of the statements in the consignment note concerning the number of packages, their marks and numbers as well as the gross mass of the goods or their quantity otherwise expressed.</p>	<p>.....</p>
<p>§ 4 However, the consignment note will not be prima facie evidence in a case where it bears a reasoned reservation. A reason for a reservation could be that the carrier does not have the appropriate means to examine whether the consignment corresponds to the entries in the consignment note.</p>	<p>.....</p>	<p>However, the consignment note will not be prima facie evidence, if not proven to the contrary, in a case where it bears a reasoned reservation.</p>	

Item 10: Packing, Loading, Completion of administrative formalities

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>Article 21 Acceptance of goods for carriage</p>		
<p>.....</p>	<p>Goods shall be accepted for carriage by the contractual carrier.</p>	<p>.....</p>	
	<p>Article 18 Unit containers, packaging and marking</p>		
<p>.....</p>	<p>§ 1 Goods requiring unit containers or packaging to protect them from loss, damage, spoilage and deterioration of quality during carriage, to prevent damage to and contamination of transport vehicles or other goods, as well as to avoid causing harm to human health, animals, the environment and railway infrastructure, shall be presented for carriage in unit containers or packaging that meet these requirements.</p>	<p>.....</p>	<p>CIM and URL do not specify the requirements of packing, labelling and loading of the goods but regulate the consignor’s liability for defective packing, labelling and loading (see Article 11 below, Page 45, 46).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p> <p>.....</p>	<p>.....</p> <p>(Article 18) § 2</p> <p>The consignor shall ensure the correctness of markings, labels or tags applied or attached to cargo packages, as well as of labels affixed by the consignor to wagons, ITUs and road vehicles.</p>	<p>.....</p> <p>.....</p>	<p>.....</p>

<p>.....</p>	<p>§ 3</p> <p>If shortcomings are detected during external inspection of unit containers (packaging) of goods presented for carriage, raising concerns about the impossibility of transshipment, total or partial loss of, or damage to (spoilage of) goods and transport vehicles, the carrier shall refuse to accept the goods for carriage or shall accept them for carriage subject to special contractual conditions.</p> <p>If the condition of unit containers or packaging of goods precludes further carriage, the goods shall be handled in accordance with the provisions of Article 28 'Impediments to carriage and delivery of goods'.</p>	<p>.....</p>	
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CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 14 Packing § 1 The consignor shall be liable to the carrier for any loss or damage and costs due to the absence of, or defects in, the packing of goods, unless the defectiveness was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p>	<p>(Article 18) § 4 The consignor shall be liable for the consequences of the absence or defective condition of unit containers or packaging, and for the consequences of the absence or irregularity of markings, labels or tags, and shall in particular make good any damage caused to the carrier as a result of this.</p>	<p>Article 11 Packing, Loading § 1 The consignor shall be liable to the carrier for any loss or damage and costs due to defective packing or labelling of the goods or defective marking, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p>	
<p>Article 13 Loading and unloading of the goods</p>	<p>Article 19 Loading of goods and determination of their mass</p>		
<p>.....</p>	<p>§ 1 Goods shall be loaded onto wagons that are in good working order, suitable for the carriage of such goods and clean.</p>	<p>.....</p>	
<p>§ 1 The consignor and the carrier shall agree who is responsible for the loading and unloading of the goods. In the absence of such an agreement, for packages the loading and unloading shall be the responsibility of the carrier whereas for full wagon loads loading shall be the responsibility of the consignor and unloading,</p>	<p>§ 2 The national law of the country of departure shall determine who is to load the goods onto the wagon: the carrier or the consignor. The loading of goods onto ITUs and road vehicles shall be carried out by the consignor.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 13 § 1) after delivery, the responsibility of the consignee.</p> <p>§ 2 The consignor shall be liable for all the consequences of defective loading carried out by him and must in particular compensate the carrier for the loss or damage sustained in consequence by him. The burden of proof of defective loading shall lie on the carrier.</p> <p>.....</p>	<p>(Article 19) § 3 The person carrying out the loading shall be responsible for establishing the suitability of the wagons for the carriage of the specific goods, for compliance with technical requirements regarding the stowage and fastening of goods in wagons, ITUs and road vehicles, and also for all the consequences of defective loading.</p> <p>§ 4 If the consignment note contains no information as to who loaded the goods, they shall be deemed to have been loaded by the consignor.</p>	<p>(Article 11) § 2 The consignor shall be liable for all the consequences of defective loading carried out by him and in particular has to compensate the carrier for the loss or damage sustained in consequence by him, unless the defect was apparent or known to the carrier at the time when he took over the goods and he made no reservations concerning it.</p> <p>Should the consignment note contain no information on the person who has loaded the goods, it shall be considered as loaded by the consignor.</p>	
<p>.....</p>	<p>(Article 18 § 3, see above) ... the carrier shall refuse to accept the goods for carriage or shall accept them for carriage subject to special contractual conditions.</p>	<p>§ 3 In the case of apparent or known defective packing, labelling or loading of the goods, the carrier may accept the goods for carriage under specific contractual conditions.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>Article 10 Stowage and fastening of goods</p> <p>§ 1 The stowage and fastening of goods in broad gauge (1520 mm) wagons shall be carried out in compliance with technical conditions for stowage and fastening of goods (See Annex 3 to this Agreement), unless otherwise agreed by the carriers.</p>	.....
.....	<p>§ 2 The stowage and fastening of goods in covered wagons of gauge 1435 mm and 1000 mm shall be carried out in compliance with national law of the place where the goods are reloaded, unless otherwise agreed by the carriers. The stowage and fastening of goods in open wagons of gauge 1435 mm and 1000 mm shall be carried out in compliance with the conditions established by the carriers involved in the carriage of goods by means of wagons of abovementioned gauge.</p>	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>Article 20 Sealing</p> <p>§ 1 Seals which cannot be removed without damaging them shall be used for sealing. Seals must be affixed in such a way as to exclude the possibility of access to the goods without damaging them.</p>		
	<p>§ 2 The requirements to be met by seals and the markings on them shall be laid down by the Rules for the Carriage of goods.</p>		
	<p>§ 3 Serviceable seals affixed to wagons, ITUs or road vehicles in third States shall be deemed equivalent to seals affixed in accordance with this Agreement.</p>		

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 15 Completion of administrative formalities</p>	<p>Article 22 Completion of administrative formalities</p>	<p>Article 12 Completion of administrative formalities</p>	
<p>§ 1 With a view to the completion of the formalities required by customs and other administrative authorities, to be completed before delivery of the goods, the consignor must attach the necessary documents to the consignment note or make them available to the carrier and furnish him with all the requisite information.</p>	<p>§ 1 The consignor shall attach to the consignment note the accompanying documents necessary for the completion of customs and other administrative formalities over the entire route. These documents shall refer only to those goods which appear in the consignment note in question.</p> <p>If the consignor does not attach to the consignment note a document that is necessary for the completion of administrative formalities and send it to the relevant administrative inspection body, it shall include information about this in the consignment note.</p>	<p>§ 1 For the purposes of the customs or other formalities which have to be completed before delivery of the goods, the consignor shall attach the necessary documents to the consignment note or make them available to the carrier and shall furnish him in advance by electronic communication or otherwise with all the information which he requires.</p>	
<p>§ 2 The carrier shall not be obliged to check whether these documents and this information are correct and sufficient. The consignor shall be liable to the carrier for any loss or damage resulting from the absence or insufficiency of, or any irregularity in, such documents</p>	<p>§ 2 The carrier shall not be obliged to check whether the accompanying documents attached by the consignor to the consignment note are correct and sufficient.</p> <p>§ 3 The consignor shall be liable to the carrier for consequences</p>	<p>§ 2 The carrier shall not be obliged to check whether these documents and this information are correct and sufficient. The consignor shall be liable to the carrier for any damage caused by the absence or insufficiency of, or any irregularity in, such documents and</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 15 § 2) and information, save in the case of fault of the carrier.</p>	<p>(Article 22 § 3) resulting from the absence, insufficiency or incorrectness of the accompanying documents.</p>	<p>(Article 12 § 2) information except in the case the damage was caused by fault of the carrier.</p>	
<p>.....</p>	<p>§ 4 Accompanying documents which the consignor has attached to the consignment note shall be listed by the consignor in the consignment note. If the consignor has not complied with the provisions of this paragraph, the contractual carrier shall refuse to accept the goods for carriage.</p>	<p>.....</p>	
<p>§ 3 The carrier shall be liable for any consequences arising from the loss or misuse of the documents referred to in the consignment note and accompanying it or deposited with the carrier, unless the loss of the documents or the loss or damage caused by the misuse of the documents has been caused by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent. Nevertheless any compensation payable shall not exceed that provided for in the event of loss of the goods.</p>		<p>§ 3 The carrier shall be liable for any damage caused by the loss or incorrect use of the documents which were made available to him unless the loss or incorrect use of the documents has been caused by circumstances which a diligent carrier could not avoid and the consequences of which he was unable to prevent. The compensation payable by the carrier shall not exceed the compensation provided for in the event of loss of the goods.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 15) § 4 The consignor, by so indicating in the consignment note, or the consignee by giving orders as provided for in Article 18 § 3 may ask</p> <p>a) to be present himself or to be represented by an agent when the customs or other administrative formalities are carried out, for the purpose of furnishing any information or explanation required;</p> <p>b) to complete the customs or other administrative formalities himself or to have them completed by an agent, in so far as the laws and prescriptions of the State in which they are to be carried out so permit;</p> <p>c) to pay customs duties and other charges, when he or his agent is present at or completes the customs or other administrative formalities, in so far as the laws and prescriptions of the State in which they are carried out permit such payment.</p> <p>In such circumstances neither the consignor, nor the consignee who</p>	<p>(Article 22) § 6 Opening a wagon, ITU or road vehicle for border, customs, sanitary, veterinary, phytosanitary and other controls shall be recorded by the ca by means of a report of opening.</p> <p>§ 7 Intact seals of customs authorities or of the carrier, affixed after border, customs, sanitary, veterinary, phytosanitary and other types of checks, shall be treated as equivalent to the seals originally attached.</p> <p>§ 5 If the carriage or delivery of the goods is delayed because the consignor has not submitted the necessary accompanying documents or the documents it has submitted and listed in the consignment note are inadequate or incorrect, the carrier shall be paid the resulting additional carriage charges and costs as well as the penalties provided for by national law as laid down in Article 31 'Payment of carriage charges and penalties' of this Agreement.</p>	<p>.....</p> <p>.....</p> <p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(§ 15 § 4) who has the right of disposal, nor the agent of either may take possession of the goods.</p>			
<p>§ 5 If, for the completion of the customs or other administrative formalities, the consignor has designated a place where the prescriptions in force do not permit the completion, or if he has stipulated for the purpose any other procedure which cannot be followed, the carrier shall act in the manner which appears to him to be the most favourable to the interests of the person entitled and shall inform the consignor of the measures taken.</p>	<p>.....</p>	<p>.....</p>	<p>CIM contains very detailed provisions about the completion of administrative formalities.</p>
<p>§ 6 If the consignor has undertaken to pay customs duties, the carrier shall have the choice of completing customs formalities either in transit or at the destination place.</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 15) § 7 However, the carrier may proceed in accordance with § 5 if the consignee has not taken possession of the consignment note within the period fixed by the prescriptions in force at the destination place.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 8 The consignor must comply with the prescriptions of customs or other administrative authorities with respect to the packing and sheeting of the goods. If the consignor has not packed or sheeted the goods in accordance with those prescriptions the carrier shall be entitled to do so; the resulting cost shall be charged against the goods .</p>	<p>.....</p>	<p>.....</p>	

Item 11: Time of delivery

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 16 Transit periods</p>	<p>Article 24 Goods delivery period</p>	<p>Article 13 Time of delivery</p>	
<p>§ 1 The consignor and the carrier shall agree the transit period. In the absence of an agreement, the transit period must not exceed that which would result from the application of §§ 2 to 4.</p>	<p>§ 1 Save where otherwise agreed by the consignor and the carrier, the delivery period shall be determined for the whole of the route followed by the goods and must not exceed the period calculated on the basis of the rates established in this Article.</p>	<p>The carrier shall deliver the goods within the time agreed in the contract of carriage. If no time of delivery has been agreed, delivery shall be made within the time which could reasonably be required of a diligent carrier, taking into account the circumstances of the carriage.</p>	<p>With regard to the goods delivery period, the three legal regimes give priority to the contractual freedom. If no time of delivery has been agreed, CIM and SMGS regulate the time of delivery very detailed, whereas URL follows CMR with a rule more general.</p>
<p>§ 2 Subject to §§ 3 and 4, the maximum transit period shall be as follows: a) for wagon-load consignments -- period for consignment 12 hours, -- period for carriage, for each 400 km or -- fraction thereof 24 hours,</p>	<p>§ 2 The goods delivery period shall be determined on the basis of the following rates: -- for containers: 1 day (24 hours) per 150 km or part thereof; -- for other consignments: 1 day (24 hours) per 200 km or part thereof.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 16 § 2)</p> <p>b) for less than wagon-load consignments -- period for consignments 24 hours, -- period for carriage, for each 200 km or -- fraction thereof 24 hours. The distances shall relate to the agreed route or, in the absence thereof, to the shortest possible route.</p>		<p>.....</p>	
<p>(Article 16) § 3</p> <p>The carrier may fix additional transit periods of specified duration in the following cases:</p> <p>a) consignments to be carried -- by lines of a different gauge, -- by sea or inland waterway, -- by road if there is no rail link;</p> <p>b) exceptional circumstances causing an exceptional increase in traffic or exceptional operating difficulties.</p>	<p>(Article 24 § 2) Sentence 2:</p> <p>Delivery periods shall be set by the carrier for the goods requiring a speed reduction due to their technical characteristics, out-of-gauge goods and goods travelling on special trains with a separate locomotive.</p> <p>For goods being moved in international through railway-ferry traffic, the delivery period for the waterway section of the journey shall be set by the carrier on that section of the journey.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 16 § 3) Subparagraph 2:</p> <p>The duration of the additional transit periods must appear in the General Conditions of Carriage.</p>			
	<p>§ 3</p> <p>The goods delivery period shall increase by one day for operations connected with shipment of the goods.</p> <p>The goods delivery period shall increase by two days:</p> <ul style="list-style-type: none"> -- each time the goods are transshipped to wagons of a different gauge; -- each time wagons or cargo on its own axles are changed over to bogies of another gauge; -- for the carriage of goods in international through railway-ferry traffic. 	<p>.....</p>	
<p>§ 4 Sentence 1:</p> <p>The transit period ... shall be extended by the duration of a stay caused without any fault of the carrier.</p>	<p>§ 4</p> <p>The delivery period shall be extended for the duration of any delay en route for reasons beyond the control of the carrier.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 16) § 4 The transit period shall start to run after the taking over of the goods; it shall be extended by the duration of a stay caused without any fault of the carrier. The transit period shall be suspended on Sundays and statutory holidays.</p>	<p>(Article 24) § 5 The duration of the goods delivery period shall begin at 00:00 on the day following the day on which the contract of carriage is concluded, and shall end when the consignee is given notice that the goods have arrived, an incomplete day (24-hour period) being counted as a full day.</p>	<p>.....</p>	
<p>.....</p>	<p>§ 6 Where the goods are distributed en route, the delivery period shall be calculated for that portion of the goods which has arrived according to the consignment note.</p>	<p>.....</p>	
<p>.....</p>	<p>§ 7 The delivery period shall be deemed to have been complied with if the goods have arrived at the destination station before the period has expired and the carrier notifies the consignee that the goods have arrived and can be handed over to the consignee.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 24 §7) Sentence 2: The procedure for notifying the consignee shall be determined by the national law in force at the place where delivery takes place.</p>	.....

Item 12: Delivery

Article 17 Delivery	Article 26 Delivery of goods	Article 14 Delivery	
<p>§ 1 The carrier must hand over the consignment note and deliver the goods to the consignee at the place designated for delivery against receipt and payment of the amounts due according to the contract of carriage.</p> <p>.....</p>	<p>§ 1 On arrival of the goods at the destination station, the carrier shall deliver the consignment note and the goods to the consignee and the consignee shall accept the goods and the consignment note.</p> <p>§ 3 The consignment note and the goods shall be delivered after the consignee has paid all carriage charges payable to the carrier, save where otherwise stipulated in the agreement between them. The consignee shall be obliged to pay the carriage charges for all of the goods specified in the consignment note even if part of the goods specified in the consignment note is missing.</p>	<p>§ 1 At the place of delivery the carrier shall hand over the consignment note and deliver the goods to the consignee against a receipt and payment of all amounts due according to the contract of carriage.</p> <p>.....</p>	<p>SMGS expressly stipulates that the consignee has to pay the whole carriage charges even if part of the goods is missing. CIM and URL contain the same regulation (“payment of all amounts”, cf. § 1 above). The refund of costs is regulated in Articles 21 § 4 and 24 § 2 of URL and the respective provisions of CIM and SMGS (see Page 19 and 24 of Part II of this Synopsis).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 17) § 3 After the arrival of the goods at the place of destination, the consignee may ask the carrier to hand over the consignment note and deliver the goods to him. If the loss of the goods is established or if the goods have not arrived on the expiry of the period provided for in Article 29 § 1, the consignee may assert, in his own name, his rights against the carrier under the contract of carriage.</p>	<p>.....</p>	<p>(Article 14) § 2 If a loss of the goods is established or if the goods are damaged or delivered late, the consignee shall be entitled to enforce in his own name against the carrier any rights or remedies arising from the contract of carriage.</p>	
<p>§ 2 It shall be equivalent to delivery to the consignee if, in accordance with the prescriptions in force at the place of destination, a) the goods have been handed over to customs or octroi authorities at their premises or warehouses, when these are not subject to the carrier's supervision; b) the goods have been deposited for storage with carrier, with a forwarding agent or in a public warehouse.</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 17) § 4 The person entitled may refuse to accept the goods, even when he has received the consignment note and paid the charges resulting from the contract of carriage, so long as an examination which he has demanded in order to establish alleged loss or damage has not been carried out.</p>	<p>(Article 26) § 2 The consignee may refuse to accept the goods only in cases where, through the fault of the carrier, the quality of the goods has changed so much that they can no longer be used, either in part or in whole, for the original purpose.</p>	<p>.....</p>	<p>Article 17 § 4 of CIM has to be considered in connection with Article 47 of CIM.</p>
<p>§ 5 In other respects, delivery of the goods shall be carried out in accordance with the prescriptions in force at the place of destination.</p>	<p>§ 4 Where the consignment is unloaded by the consignee, the carrier shall take part in verification of the number of packages or the 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, bearing markings corresponding to those indicated 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 bearing markings not corresponding to</p>	<p>(Article 14) § 3 In other respects, delivery of the goods shall be carried out in accordance with the prescriptions in force at the place of destination.</p>	<p>SMGS contains detailed prescriptions about the participation of the carrier during the unloading of the goods whereas CIM and URL refer to the prescriptions in force at the place of destination; that may lead to the same solutions.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>(Article 26 § 4) those indicated in the consignment note; the carrier shall, however, be entitled to refuse to take part in verifying the goods if even one undamaged seal of the consignor, preventing access to the goods and bearing markings corresponding to those shown in the consignment note, is still in place;</p> <p>3) goods transported in open rolling stock show signs of shortage, damage or spoilage which can be determined by external visual inspection;</p> <p>4) perishable goods have arrived upon expiry of the delivery period;</p> <p>5) the carrier has not adhered to the temperature regime for carriage in the refrigerated wagons it operates;</p> <p>6) the goods were loaded by the carrier.</p>		
.....	<p>§ 5 When returning a wagon/ container after unloading the goods, the consignee shall return it to the carrier in a clean condition.</p>	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>.....</p>	<p>Article 34 Carrier's lien § 1 Until all payments arising out of the contract of carriage have been received, the carrier shall have a right of lien over the goods in its charge. § 2 Exercise of the right of lien shall be determined by the national law of the country where the carrier exercises its right of lien.</p>	<p>(Article 14) § 4 This legal regime does not affect a right of the carrier that may exist pursuant to the contract of carriage or the applicable law to retain the goods to secure the payment of sums due.</p>	
<p>(Article 17) § 6 If the goods have been delivered without prior collection of a cash on delivery charge, the carrier shall be obliged to compensate the consignor up to the amount of the cash on delivery charge without prejudice to his right of recourse against the consignee.</p>	<p>Article 33 Cash on delivery and loans Cash on delivery payments and loans shall not be permitted.</p>	<p>.....</p>	

Item 13: Right to dispose of the goods

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 18 Right to dispose of the goods</p>	<p>Article 25 Amendments of the contract of carriage</p>	<p>Article 15 Right to dispose of the goods</p>	
<p>§ 1 The consignor shall be entitled to dispose of the goods and to modify the contract of carriage by giving subsequent orders. He may in particular ask the carrier</p> <ul style="list-style-type: none"> a) to discontinue the carriage of the goods; b) to delay the delivery of the goods; c) to deliver the goods to a consignee different from the one entered on the consignment note; d) to deliver the goods at a place other than the place of destination entered on the consignment note. 	<p>§ 1 The consignor and the consignee shall have the right to give instructions to the carrier in respect of the goods and thereby amend the contract of carriage. The consignor shall contact the contractual carrier, and the consignee shall contact the carrier delivering the goods.</p> <p>§ 2 The consignor may make the following amendments to the contract of carriage:</p> <ul style="list-style-type: none"> 1) change the destination station; 2) change the consignee of the goods. 	<p>§ 1 The consignor has the right to dispose of the goods and to modify the contract of carriage by giving subsequent orders, in particular by asking the carrier to stop the goods in transit or not to deliver them or to give them back at the place of taking over of the goods or to change the place of delivery or to deliver them to a consignee other than the consignee indicated in the consignment note.</p>	<p>A right to dispose of the goods is regulated in the three legal regimes with different details, especially with regard to the extinction of this right and its passing over from the consignor to the consignee (see below Page 63).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 18) § 2 The consignor's right to modify the contract of carriage shall, notwithstanding that he is in possession of the duplicate of the consignment note, be extinguished in cases where the consignee</p> <ul style="list-style-type: none"> a) has taken possession of the consignment note; b) has accepted the goods; c) has asserted his rights in accordance with Article 17 § 3; d) is entitled, in accordance with § 3, to give orders; from that time onwards, the carrier shall comply with the orders and instructions of the consignee. 	<p>(Article 25) § 5 The consignor's right to amend the contract of carriage shall cease when the consignment note is delivered to the consignee or the goods have arrived at the border station of entry into the country of destination, if the carrier already has a written declaration by the consignee concerning amendment of the contract of carriage.</p> <p>§ 6 From the time when the contract of carriage is amended by the consignee, the consignor's obligations under the contract of carriage shall extend to it.</p>	<p>(Article 15) § 2 The consignor's right of disposal shall pass over to the consignee at the time specified by the consignor in the consignment note. Unless the consignor has specified otherwise, the right of disposal shall pass over to the consignee when the goods have reached the place of destination.</p>	
<p>§ 3 The consignee shall have the right to modify the contract of carriage from the time when the consignment note is drawn up, unless the consignor indicates to the contrary on the consignment note.</p>	<p>§ 3 The consignee may make the following amendments to the contract of carriage only within the country of destination:</p> <ul style="list-style-type: none"> 1) change the destination station; 2) change the consignee of the goods. 	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 18) § 5 If the consignee has given instructions for delivery of the goods to another person, that person shall not be entitled to modify the contract of carriage.</p>	<p>.....</p>	<p>(Article 15) § 3 If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, this other person shall not be entitled to name other consignees.</p>	
<p>§ 4 The consignee's right to modify the contract of carriage shall be extinguished in cases where he has</p> <ul style="list-style-type: none"> a) taken possession of the consignment note; b) accepted the goods; c) asserted his rights in accordance with Article 17 § 3; d) given instructions for delivery of the goods to another person in accordance with § 5 and when that person has asserted his rights in accordance with Article 17 § 3. <p>.....</p>	<p>(Article 25 § 3) Subparagraph 2: The consignee may amend the contract of carriage in accordance with the terms of this Agreement only as long as the goods are at the border station of entry into the country of destination.</p> <p>Where the goods have already passed through the border station of entry into the country of destination, amendment of the contract of carriage by the consignee shall be subject to the national law in force in the country of destination.</p> <p>§ 7 The consignor shall not be liable for any consequences arising from the amendment of the contract of carriage made on the basis of the consignee's declaration.</p>	<p>§ 4 Any right of disposal shall be extinguished when the consignee or another person named by the consignee has taken possession of the consignment note from the carrier and has accepted the goods or has asked for delivery of the goods.</p> <p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 19 Exercise of the right to dispose of the goods</p>		<p>Article 16 Exercise of the right to dispose of the goods</p>	
<p>§ 1 If the consignor or, in the case referred to in Article 18 § 3, the consignee wishes to modify the contract of carriage by giving subsequent orders, he must produce to the carrier the duplicate of the consignment note on which the modifications have to be entered.</p>	<p>.....</p>	<p>§ 1 If the person entitled wishes to modify the contract of carriage it has to give the necessary instructions to the carrier. If the consignment note so prescribes the person entitled has to produce to the carrier its original of the consignment note on which the new instructions have to be entered.</p>	
<p>§ 3 The carrying out of the subsequent modifications must be possible, lawful and reasonable to require at the time when the orders reach the person who is to carry them out, and must in particular neither interfere with the normal working of the carrier's undertaking nor prejudice the consignors or consignees of other consignments.</p>	<p>Article 25 § 8 The carrier shall have the right to refuse to amend the contract of carriage or delay the implementation of the amendment only in cases where: 1) it is not feasible for the carrier at the time of receiving the declaration concerning the amendment of the contract of carriage; 2) it may interfere with the operation of the railway; 3) in the case of a change of destination station , the value of the goods will not cover all the estimated charges associated with carriage to the new destination</p>	<p>§ 2 The carrier is not obliged to carry out instructions, unless they are possible, lawful and reasonable 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. ...</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>(Article 25 § 8) station, unless the amount of such charges is paid or guaranteed immediately; 4) in the case of a change of destination station, the carriers indicated in the consignment note are changed and the new carriers have not agreed to perform carriage.</p>		
<p>(Article 19) § 4 The subsequent modifications must not have the effect of splitting the consignment.</p>	<p>(Article 25) § 4 No amendment of the contract of carriage which results in the splitting of the consignment shall be permitted.</p>	<p>(Article 16 § 2) Sentence 2: Any instruction shall not have the effect of splitting the consignment.</p>	
<p>§ 5 When, by reason of the conditions provided for in § 3, the carrier cannot carry out the orders which he receives he shall immediately notify the person from whom the orders emanate.</p>	<p>.....</p>	<p>§ 3 When, by reason of the provisions of §§ 1 and 2 of this Article, the carrier will not carry out instructions which it receives, it shall immediately notify the person who gave him such instruction.</p>	
<p>.....</p>		<p>§ 4 A carrier who has not carried out properly the instructions given under the provisions of this Article shall be liable to the person who has the right to bring</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 19) § 6 In the case of fault of the carrier he shall be liable for the consequences of failure to carry out an order or failure to carry it out properly. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.</p> <p>§ 7 If the carrier implements the consignor's subsequent modifications without requiring the production of the duplicate of the consignment note, the carrier shall be liable to the consignor for any loss or damage sustained by him if the duplicate has been passed on to the consignee. Nevertheless, any compensation payable shall not exceed that provided for in case of loss of the goods.</p>		<p>(Article 16 § 4) an action against the carrier for any loss or damage caused thereby, if the carrier is at fault. If in the case mentioned in § 1 sentence 2 the carrier carries out instructions without requiring the original of the consignment note to be produced, it shall be liable to the person who has the right to bring an action against the carrier for any loss or damage caused thereby. Any compensation payable shall not exceed the amount payable in the event of loss of the goods.</p>	
<p>§ 2 The consignor or, in the case referred to in Article 18 § 3, the consignee must compensate the carrier for the costs and the prejudice arising from the carrying out of subsequent modifications.</p>	<p>(Article 25) § 9 The carrier shall have the right to demand payment of additional carriage costs and the costs arising due to the amendment of the contract of carriage.</p>	<p>§ 5 The carrier has the right to demand payment for the additional costs of carriage and the expenses arising from the carrying out of the given instructions, unless the carrier is at fault.</p>	

Item 14: Circumstances preventing carriage and delivery

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 20 Circumstances preventing carriage</p>	<p>Article 28 Obstructions to carriage and delivery of goods</p>	<p>Article 17 Circumstances preventing carriage and delivery</p>	
<p>§ 2 If it is impossible to continue carrying the goods, the carrier shall ask for instructions from the person who has the right to dispose of the goods. If the carrier is unable to obtain instructions within a reasonable time he must take such steps as seem to him to be in the best interests of the person entitled to dispose of the goods.</p> <p>Article 21, Circumstances preventing delivery, § 1 When circumstances prevent delivery, the carrier must without delay inform the consignor and ask him for instructions, save where the consignor has requested, by an entry in the consignment note, that the goods be returned to him as a matter of course in the event of circumstances preventing delivery.</p>	<p>§ 2 If the carrier, for reasons beyond its control, cannot transport the goods with modification of the original route, continue carriage or deliver the goods to the consignee, the carrier shall immediately ask for instructions from the consignor.</p> <p>§ 5 If the consignor has given instructions in the consignment note as to what to do with the goods in the event of impediments to carriage and delivery of the goods, the carrier shall act accordingly. If the carrier decides that such instructions cannot be carried out, the provisions of § 1 - 3 of this Article shall apply.</p>	<p>§ 1 If it becomes evident, after the goods have been taken over by the carrier, that carriage or delivery cannot be performed according to the contract, the carrier shall ask for instructions from the person entitled or, where circumstances prevent delivery, from the consignor. In derogation from the first sentence, the carrier shall ask for instructions from the consignee if it becomes evident, after the goods have reached the country of destination, that the carriage cannot be performed according to the contract of carriage.</p>	<p>In SMGS and URL circumstances preventing carriage and delivery are regulated in a single Article whereas CIM contains two Articles about these items.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
		<p>(Article 17) § 2 If the consignee has given the instruction to deliver the goods to another person, § 1 of this Article shall apply as if the consignee were the consignor and the other person were the consignee.</p>	
<p>Article 20 § 1 When circumstances prevent the carriage of goods, the carrier shall decide whether it is preferable to carry the goods as a matter of course by modifying the route or whether it is advisable, in the interest of the person entitled, to ask him for instructions while giving him any relevant information available to the carrier.</p>	<p>(Article 28 §) 1 If, for reasons beyond the carrier's control, an obstruction to the carriage of goods arises, the carrier shall decide whether to obtain instructions from the consignor or to transport the consignment to the destination station with modification of the original route.</p>	<p>§ 3 If circumstances preventing carriage can be avoided by modifying the route, the carrier shall decide whether a modification shall be made or whether it is in the interest of the person entitled to ask him for instructions.</p>	
<p>Article 21 § 2 When the circumstances preventing delivery cease to exist before arrival of instructions from the consignor to the carrier, the goods shall be delivered to the consignee. The consignor must be notified without delay.</p>	<p>.....</p>	<p>§ 4 If circumstances preventing delivery cease to exist before arrival of instructions from the consignor to the carrier, the goods shall be delivered to the consignee. The consignor shall be notified without delay.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 21) § 3 If the consignee refuses the goods, the consignor shall be entitled to give instructions even if he is unable to produce the duplicate of the consignment note.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 4 When the circumstances preventing delivery arise after the consignee has modified the contract of carriage in accordance with Article 18 §§ 3 to 5, the carrier must notify the consignee.</p>	<p>.....</p>	<p>.....</p>	
<p>Article 22 Consequences of circumstances preventing carriage and delivery</p>	<p>Article 28 (continued)</p>	<p>Article 18 Consequences of circumstances preventing carriage and delivery</p>	
<p>§ 1 The carrier shall be entitled to recover the costs occasioned by a) his request for instructions, b) the carrying out of instructions received, c) the fact that instructions requested do not reach him or do not reach him in time, d) the fact that he has taken a decision in accordance with Article 20 § 1, without having asked for instructions, unless such costs were caused by</p>	<p>§ 6 If obstructions to the carriage and delivery of goods arise for reasons beyond the carrier's control, the carrier shall be paid the additional carriage charges and costs it has incurred in connection with the obstruction, as well as penalties where these are provided for by national law.</p>	<p>§ 1 The carrier is entitled to reimbursement for the costs caused by his request for instructions or the carrying out of instructions or the fact that he has taken 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.</p>	<p>CIM and URL contain each a separate Article about the consequences of circumstances preventing carriage and delivery whereas SMGS regulates these items, less detailed than CIM and URL, in only one Article together with the obstructions to carriage and delivery themselves.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 22 § 1) his fault. The carrier may in particular recover the carriage charge applicable to the route followed and shall be allowed the transit periods applicable to such route.</p>			
<p>§ 2 In the cases referred to in Article 20 § 2 and Article 21 § 1 the carrier may immediately unload the goods at the cost of the person entitled. Thereupon the carriage shall be deemed to be at an end. The carrier shall then be in charge of the goods on behalf of the person entitled. He may, however, entrust them to a third party, and shall then be responsible only for the exercise of reasonable care in the choice of such third party. The charges due under the contract of carriage and all other costs shall remain chargeable against the goods.</p>	<p>.....</p>	<p>(Article 18) § 2 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 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. The charges due under the contract of carriage and all other costs of the carriage shall remain chargeable against the goods.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 22) § 3 The carrier may proceed to the sale of the goods, without awaiting instructions from the person entitled, if this is justified by the perishable nature or the condition of the goods or if the costs of storage would be out of proportion to the value of the goods. In other cases he may also proceed to the sale of the goods in other cases if within a reasonable time he has not received from the person entitled instructions to the contrary which he may reasonably be required to carry out.</p> <p>§ 6 If the consignor, in the case of circumstances preventing carriage or delivery, fails to give instructions within a reasonable time and if the circumstances preventing carriage or delivery cannot be eliminated in accordance with §§ 2 and 3, the carrier may return the goods to the consignor or, if it is justified, destroy them, at the cost of the consignor.</p>	<p>(Article 28) § 3 If, within eight days after the application to the consignor, or within three days in the case of perishable goods and within two days in the case of animals, the consignor fails to give instructions as to what to do with the goods or gives instructions which cannot be carried out, the carrier shall have the right to dispose of the goods.</p> <p>§ 4 The carrier shall have the right to dispose of the goods without observing the deadlines set forth in § 3 of this Article if the condition of the goods calls for urgent action.</p>	<p>(Article 18) § 3 The carrier may sell the goods, without awaiting instructions from the person entitled, if this is justified by the perishable nature or the condition of the goods or if the costs of storage would be out of proportion to the value of the goods. He may also proceed to the sale of the goods in other cases if within a set time he has not received from the person entitled instructions to the contrary which he may reasonably be required to carry out; in such a case the carrier may destroy unusable goods. All measures have to be taken in compliance with the legislation in force.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 22) § 4 If the goods have been sold, the proceeds of sale, after deduction of the costs chargeable against the goods, must be placed at the disposal of the person entitled. If the proceeds of sale are less than those costs, the consignor must pay the difference.</p>	<p>.....</p>	<p>(Article 18) § 4 If the goods have been sold, the proceeds of sale, after deduction of the costs chargeable against the goods, shall be placed at the disposal of the person entitled. If the proceeds of sale are less than those costs, the carrier shall be entitled to the difference.</p>	
<p>§ 5 The procedure in the case of sale shall be determined by the laws and prescriptions in force at, or by the custom of, the place where the goods are situated.</p>	<p>.....</p>	<p>.....</p>	

Part II

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Item 15: Liability

1. Basis of Liability

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 23 Basis of liability</p>	<p>Article 37 (Liability) Limits of the carrier</p>	<p>Article 19 Basis of liability</p>	
<p>§ 1 The carrier shall be liable for loss or damage resulting from the total or partial loss of, or damage to, the goods between the time of taking over of the goods and the time of delivery and for the loss or damage resulting from the transit period being exceeded, whatever the railway infrastructure used.</p>	<p>§ 2 The carrier shall be liable for loss or shortage of, or damage to (spoilage of), goods between the time of their acceptance for carriage and the time of their delivery. The circumstances constituting grounds for the carrier's liability for the loss or shortage of, or damage to (spoilage of), the goods, shall be certified by the formal report.</p> <p>§ 3 The carrier shall be liable for exceeding the goods delivery period.</p>	<p>§ 1 The contractual carrier shall be liable for loss or damage resulting from the total or partial loss of or damage to the goods between the time of taking over of the goods and the time of delivery, as well as for delay in delivery.</p>	<p>CIM and SMGS have a common basis with regard to the liability of the carrier for loss or damage or delay in delivery. But the details of liability and compensation are regulated different: SMGS does not know limits of compensation by amount, whereas CIM contains such a limit with regard to loss of or damage to goods as a rule. Compensation for delay in delivery is regulated different (see Page 26 below). URL offers a unified solution with elements of both legal regimes as a compromise. The details are explained in connection with the respective provisions below.</p>
<p>Article 26 Successive carriers If carriage governed by a single contract is performed by several successive carriers, each carrier, by the very act of taking over the goods with the consignment note, shall become a party to the</p>		<p>§ 2 If carriage governed by a single contract is performed by subsequent carriers, the liability of the contractual carrier and all subsequent carriers shall be joint and several.</p>	<p>SMGS does not expressly mention the liability of a subsequent carrier, but this liability exists. The recourse between the carriers who have taken part in the carriage is regulated with uniformity in the three legal</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 26) contract of carriage in accordance with the terms of that document and shall assume the obligations arising therefrom. In such a case each carrier shall be responsible in respect of carriage over the entire route up to delivery.</p>			<p>regimes in the chapter about “Relations between carriers” (see below Page 57 ff.).</p>
<p>(Article 23) § 2 The carrier shall be relieved of this liability to the extent that the loss or damage or the exceeding of the transit period delay was caused by the fault of the person entitled, by an order given by the person entitled other than as a result of the fault of the carrier, by an inherent defect in the goods (decay, wastage etc.) or by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent.</p>	<p>Article 39 Limits of a carrier’s liability § 2 The carrier shall be relieved of liability for loss or shortage of, damage to (spoilage of) goods accepted for carriage if these have occurred: 1) due to circumstances which the carrier could not avert and the elimination of which was beyond its control; 2) due to the inadequate quality of goods, unit containers or packaging, or owing to particular natural and physical properties of goods, unit containers or packaging that has caused damage to (spoilage of) them; 3) through the fault of the consignor or the consignee, or in consequence of their requirements, owing to which blame cannot be attributed to the carrier;</p>	<p>(Article 19) § 3 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 or by an instruction given by the person entitled other than a 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.</p>	<p>Exclusion of liability is regulated in CIM and SMGS much more detailed than in URL. URL contains a principle which covers most of the relevant cases.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 23) § 3 The carrier shall be relieved of this liability to the extent that the loss or damage arises from the special risks inherent in one or more of the following circumstances: a) carriage in open wagons pursuant to the General Conditions of Carriage or when it has been expressly agreed and entered in the consignment note; subject to damage sustained by the goods because of atmospheric influences, goods carried in intermodal transport units and in closed road vehicles carried on wagons shall not be considered as being carried in open wagons; if for the carriage of goods in open wagons, the consignor uses sheets, the carrier shall assume the same liability as falls to him for carriage in open wagons without sheeting, even in respect of goods which, according to the General Conditions of Carriage, are not carried in open wagons; b) absence or inadequacy of packaging in the case of goods which by their nature are liable</p>	<p>(Article 39 § 2) 4) for reasons connected with the loading or unloading of goods, if these operations were performed by the consignor or the consignee; 5) due to the absence of unit containers or packaging of the goods which were necessary for their carriage; 6) as a result of the fact that the consignor handed the goods over for carriage under an incorrect, inaccurate or incomplete designation, or without complying with the terms of this Agreement; 7) due to loading of goods by the consignor onto a wagon or into a container not suitable for the carriage of the goods in question; 8) due to the incorrect selection, by the consignor, of the method of carriage of perishable goods or of the type of wagon (container); 9) due to failure by the consignor or by the consignee to complete or inadequate completion of customs or other administrative formalities; 10) due to the checking, detention or confiscation of goods</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 23 § 3, letter b) to loss or damage when not packed or when not packed properly; c) loading of the goods by the consignor or unloading by the consignee; d) 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; e) irregular, incorrect or incomplete description or numbering of packages; f) carriage of live animals; g) carriage which, pursuant to applicable provisions or agreements made between the consignor and the carrier and entered on the consignment note, must be accompanied by an attendant, if the loss or damage results from a risk which the attendant was intended to avert.</p>	<p>(Article 39 § 2 No. 10) by public authorities, for reasons beyond the carrier's control.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 39) § 3 The carrier shall not be liable for loss or shortage of, or damage to (spoilage of) goods accepted for carriage if this happened during carriage subject to special contractual terms and exemption from liability is provided for in these special contractual terms.</p>	.....
.....	<p>§ 4 The carrier shall not be liable for shortages of: 1) goods transported in unit containers or in bundles, if the total number of items in intact unit containers or bundles are delivered to the consignee and there are no external signs of access to the contents that could have caused a partial loss of the goods; 2) goods transported without unit containers or bundling if the total number of intact items are delivered to the consignee and there are no external signs of access to the contents that could have caused a shortage of the goods; 3) goods, if the goods loaded by the consignor into wagons, ITUs</p>	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 39 § 4) or road vehicles are delivered to the consignee with the consignor's seals intact and there are no external signs of access to the goods that could have caused a shortage to the goods; 4) goods in containers loaded by the consignor onto a wagon (with doors facing inside), if the containers on this wagon continued their journey without being rearranged and were handed over to the consignee without the checking of seals and without any external signs of access to the goods that could have caused a shortage of the goods; 5) goods accepted for carriage in open rolling stock, if the goods have arrived in an intact wagon without reloading en route, and there are no signs indicating that a shortage of goods occurred during carriage; 6) removable or spare parts stowed in sealed ITUs or road vehicles, if these ITUs or road vehicles were delivered to the consignee with the consignor's seals intact.</p>	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 39) § 5 The carrier shall not be liable for damage to goods accepted for carriage in open rolling stock if the goods have arrived in intact wagons without reloading en route and there are no signs indicating damage to (spoilage of) the goods during carriage.</p>	.....
.....	<p>§ 6 The carrier shall be relieved of liability for exceeding the goods delivery period if the exceedance was caused:</p> <ol style="list-style-type: none"> 1) by circumstances which the carrier could not avert and the elimination of which was beyond its control; 2) through the fault of the consignor or of the consignee, or in consequence of their requirements, whereby blame cannot be attributed to the carrier; 3) owing to non-completion or inadequate completion of customs or other administrative formalities by the consignor or the consignee, or a person authorised by them.	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 38 Liability in respect of rail-sea traffic § 1 In rail-sea carriage by the services referred to in Article 24 § 1 of the Convention (COTIF) any MEMBER State may, by requesting that a suitable note be included in the list of services to which these Uniform Rules apply, add the following grounds for exemption from liability in their entirety to those provided for in Article 23:</p> <p>a) fire, if the carrier proves that it was not caused by his act or default, or that of the master, a mariner, the pilot or the carrier’s servants;</p> <p>b) saving or attempting to save life or property at sea;</p> <p>c) loading of goods on the deck of the ship, if they are so loaded with the consent of the consignor given on the consignment note and are not in wagons;</p> <p>d) perils, dangers and accidents of the sea or other navigable waters.</p>	<p>(Article 39) § 7 In international through railway-ferry traffic, the carrier shall also be released from liability for loss or shortage of, damage to (spoilage of), or exceeding the delivery period for goods accepted for carriage if the loss, shortage, damage (spoilage) or exceedance of the goods delivery period occurred as a result of:</p> <p>1) a fire, if the carrier proves that the fire did not occur through its fault or through the fault of other persons whose services it uses to execute the contract of carriage, when these other persons were performing their duties;</p> <p>2) lifesaving measures or reasonable measures to save property;</p> <p>3) a hazard, danger or accidents.</p> <p>The carrier may refer to these reasons for release from liability only if it proves that the loss or shortage of, damage to (spoilage of), or exceedance of the delivery period of goods took place on the</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 38 §) 2 The carrier may only avail himself of the grounds for exemption referred to in § 1 if he proves that the loss, damage or exceeding the transit period occurred in the course of the journey by sea between the time when the goods were loaded on board the ship and the time when they were unloaded from the ship.</p>	<p>(Article 39 § 7) waterway section of the route during the period from commencement of the loading of the goods (loading the container with goods) in a wagon for waterway transport and before its unloading from the waterway transport.</p>	<p>.....</p>	
<p>§ 3 When the carrier relies on the grounds for exemption referred to in § 1, he shall nevertheless remain liable if the person entitled proves that the loss, damage or exceeding the transit period is due to the fault of the carrier, the master, a mariner, the pilot or the carrier's servants.</p>		<p>.....</p>	
<p>§ 4 Where a sea route is served by several undertakings included in the list of services in accordance with Article 24 § 1 of the Convention (COTIF), the liability regime applicable to that route must be the same for all those undertakings. In addition, where those undertakings have been</p>		<p>.....</p>	

CIM 1999 (Article 38 § 4) included in the list at the request of several Member States, the adoption of this regime must be the subject of prior agreement between those States. § 5	SMGS 2015	URL 2015	Remarks
Article 24 Liability in case of carriage of railway vehicles as goods § 1 In case of carriage of railway vehicles running on their own wheels and consigned as goods, the carrier shall be liable for the loss or the damage resulting from the loss of, or damage to, the vehicle or its removable parts arising between the time of taking over for carriage and the time of delivery and for loss or damage resulting from exceeding the transit period, unless he proves that the loss or damage was not caused by his fault. URL does not lighten the liability of the carrier in case of carriage of railway vehicles consigned as goods (as it is done in CIM) but contains provisions about compensation in case of loss of, or damage to, an empty wagon which is to be carried as goods (see Articles 21 § 5 and 24 § 4 URL, Pages 19/20 and 25 below). SMGS only provides “Rules for the transport of wagons as transport means ...” (Articles 11, 49 ff.).

CIM 1999 (Article 24) § 2 The carrier shall not be liable for loss or damage resulting from the loss of accessories which are nor mentioned on both sides of the vehicle or in the inventory which accompanies it.	SMGS 2015	URL 2015	Remarks
2. Presumptions Article 25 Burden of proof	..... Article 41 Burden of proof	.....	.....
§ 1 The burden of proving that the loss, damage or exceeding of the transit period was due to one of the causes specified in Article 23 § 2 shall lie on the carrier.	§ 1 The burden of proving that loss or shortage of, or damage to (spoilage of) goods occurred as a result of one of the circumstances specified in subparagraphs 1 and 4 of § 2 of Article 39 'Limits of a carrier's liability' shall be borne by the carrier .	.....	As URL does not regulate the exclusion of liability as detailed as CIM and SMGS do (see above Page 2), URL does not need special provisions about burden of proof.
§ 2 When the carrier establishes that, having regard to the circumstances of a particular case, the loss or damage could have arisen from one or more of the	§ 2 If it is established that the loss or shortage of, or damage to (spoilage of) the goods could have occurred as a result of the circumstances specified in		

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 25 § 2) special risks referred to in Article 23 § 3, it shall be presumed that it did so arise. The person entitled shall, however, have the right to prove that the loss or damage was not attributable either wholly or in part to one of those risks.</p>	<p>(Article 41 § 2) subparagraphs 2, 3 and 5 – 10 of § 2 and subparagraphs 2 and 3 of § 7 of Article 39 ‘Limits of a carrier’s liability’, the damage shall be considered to have occurred as a result of those circumstances unless the consignor or the consignee proves otherwise.</p>		
<p>§ 3 The presumption according to § 2 shall not apply in the case provided for in Article 23 § 3, letter a) if an abnormally large quantity has been lost or if a package has been lost.</p>	<p>§ 3 The burden of proving that the exceedance of the goods delivery period was not attributable to the carrier shall be borne by the carrier.</p>	<p>.....</p>	
<p>Article 28 Presumption of loss or damage in case of reconsignment</p>	<p>Article 40 Presumption in the event of a change in the legal regime governing the contract of carriage</p>		
<p>§ 1 When a consignment consigned in accordance with these Uniform Rules has been reconsigned subject to these same Rules and partial loss or damage has been ascertained after that</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 28 § 1) reconsignment, it shall be presumed that it occurred under the latest contract of carriage if the consignment remained in the charge of the carrier and was reconsigned in the same condition as when it arrived at the place from which it was reconsigned.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 2 This presumption shall also apply when the contract of carriage prior to the reconsignment was not subject to these Uniform Rules, if these Rules would have applied in the case of a through consignment from the first place of consignment to the final place of destination.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 3 This presumption shall also apply when the contract of carriage prior to the reconsignment was subject to a convention concerning international through carriage of goods by rail comparable with these Uniform Rules, and when this convention contains the same presumption of law in favour of consignments</p>	<p>(Article 40) If, in the case of carriage of goods from a third state after the reissuance of the consignment note owing to a change in the legal regime governing the contract of carriage, in accordance with the terms of this Agreement, there is found to be damage to (spoilage of) or shortage of the goods, and the</p>	<p>.....</p>	<p>URL does not need such a presumption.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 28 § 3) consigned in accordance with these Uniform Rules.</p>	<p>(Article 40) consignment was accepted by the carrier without remarks, it shall be presumed, until the contrary is proved, that the damage to (spoilage of) or shortage of the goods occurred during the execution of the last contract of carriage.</p>		
<p>Article 29 Presumption of loss of the goods</p>	<p>Article 27 Presumption of loss of goods</p>	<p>Article 20 Presumption of loss of the goods</p>	
<p>.....</p>	<p>§ 1 If the goods have not been delivered to the consignee within 10 days upon the expiry of the goods delivery period, the consignor or the consignee shall have the right to apply, respectively, to the contractual carrier or the carrier delivering the goods for the goods to be traced. Applying for the goods to be traced shall not be regarded as lodging a claim for loss of the goods.</p>	<p>.....</p>	
<p>§ 1 The person entitled may, without being required to furnish further proof, consider the goods as lost when they have not been delivered to the consignee or</p>	<p>§ 2 The goods shall be deemed lost if they have not been delivered to the consignee within 30 days upon expiry of the goods delivery period.</p>	<p>§ 1 The person who has the right to bring an action against the carrier may, without being required to furnish further proof, consider the goods as lost when they have not</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 29 § 1) placed at his disposal within thirty days after the expiry of the transit periods.</p>		<p>(Article 20 § 1) been delivered or arrived for delivery to the consignee within three month after the expiry of the time of delivery.</p>	
<p>§ 2 The person entitled may, on receipt of the payment of compensation for the goods lost, make a written request to be notified without delay should the goods be recovered within one year after the payment of compensation. The carrier shall acknowledge such request in writing.</p>	<p>.....</p>	<p>§ 2 That person may, on receipt of compensation for the missing goods, request in writing that he shall be notified immediately should the goods be recovered within one year after the payment of compensation. The carrier shall acknowledge such request in writing.</p>	
<p>§ 3 Within thirty days after receipt of a notification referred to in § 2, the person entitled may require the goods to be delivered to him against payment of the costs resulting from the contract of carriage and against refund of the compensation received, less, where appropriate, costs which may have been included therein. Nevertheless he shall retain his rights to claim compensation for exceeding the transit period provided for in Articles 33 and 35.</p>	<p>(Article 27) § 3 If the goods have arrived at the destination station after 30 days have elapsed since the delivery period expired, the carrier must notify the consignee accordingly. The consignee must accept the goods if they arrive no later than six months upon the expiry of the delivery period, and return to the carrier the amounts which the carrier had paid him as compensation for the loss of the goods, the refund of carriage charges and other costs of carriage .</p>	<p>§ 3 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 costs resulting from the contract of carriage and against 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.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 27 § 3) Subparagraph 2: If the compensation was paid to the consignor, the consignor must return the amount of the compensation to the carrier.</p> <p>Nevertheless, the right shall remain to claim a penalty from the carrier for exceeding the goods delivery period and to claim compensation from it for total loss, insufficient mass, damage (spoilage), or reduction of the quality of the goods.</p>		
<p>§ 4 In the absence of the request referred to in § 2 or of instructions given within the period specified in § 3, or if the goods are recovered more than one year after the payment of compensation, the carrier shall dispose of them in accordance with the laws and prescriptions in force at the place where the goods are situated.</p>		<p>§ 4 In the absence of the request referred to in § 2 or of instructions given within the period specified in § 3, or if the goods are recovered more than one year after the payment of compensation, the carrier shall be entitled to deal with them in accordance with the laws and prescriptions in force at the place where the goods are situated.</p>	
.....	(cf. Article 27 § 3 above)	<p>§ 5 Any obligation of the consignee to accept the recovered goods shall be subject to the laws applicable in the State where the place designated for delivery is situated.</p>	

3. Compensation

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 30 Compensation for loss</p>	<p>Article 42 Amount of compensation in the event of loss or shortage of goods</p>	<p>Article 21 Compensation for loss</p>	
<p>§ 1 In case of total or partial loss of the goods, the carrier must pay, to the exclusion of all other damages, compensation calculated according to the commodity exchange quotation or, if there is no such quotation, according to the current market price, or if there is neither such quotation nor such price, according to the usual value of goods of the same kind and quality on the day and at the place where the goods were taken over.</p>	<p>§ 1 In cases where this Agreement requires the carrier to compensate the consignor or the consignee for loss or shortage of goods, the amount of compensation shall be determined on the basis of the value of goods.</p> <p>If goods transported with a declaration of value are lost or short, the carrier shall pay to the consignor or the consignee the amount of the declared value or the portion of the declared value corresponding to the portion of the goods which has been lost.</p>	<p>§ 1 In case of total or partial loss of the goods, the carrier shall compensate the value of the goods on the day and at the place where they were taken over for carriage. If part of the goods has been delivered, its value which remains to the person entitled shall be deducted from the amount of compensation.</p> <p>§ 2 The value of the goods shall be fixed according to the market price at the place where they were taken over for carriage or, if there is no market price, according to the usual value of goods of the same kind and quality. If the goods have been sold just before being taken over for carriage the purchase price noted in the seller's invoice, minus carriage charges included therein, shall be presumed to be the market price.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 30) § 2 Compensation shall not exceed 17 units of account per kilogramme of gross mass short.</p>	<p>.....</p>	<p>(Article 21) § 3 Unless otherwise agreed by the parties pursuant to Article 3 § 2 compensation shall not exceed [17] units of account per kilogram of gross weight short.</p>	<p>SMGS does not contain a limit of compensation by amount. URL contains a proposal in square brackets which is not yet confirmed.</p>
<p>§ 4 The carrier must, in addition, refund the carriage charge, customs duties already paid and other sums paid in relation to the carriage of the goods lost except excise duties for goods carried under a procedure suspending those duties.</p>	<p>(Article 42) § 2 In addition to the compensation provided for in § 1 of this Article, carriage charges and other costs of the consignor (consignee) received by the carrier for the carriage of (the portion of) the goods lost shall be refunded if they have not been included in the cost of the goods.</p>	<p>§ 4 The carrier shall, in addition, refund the carriage charge, customs duties already paid and other costs relating to carriage. If part of the goods has been delivered, § 1, second sentence, shall apply by analogy.</p>	
<p>§ 3 In case of loss of a railway vehicle running on its own wheels and consigned as goods, or of an intermodal transport unit, or of their removable parts, the compensation shall be limited, to the exclusion of all other damages, to the usual value of the vehicle or the intermodal transport unit, or their removable parts, on the day and at the place of loss. If it is impossible to ascertain the day or the place of</p>	<p>.....</p>	<p>§ 5 In case of loss of an intermodal transport unit or its removable parts, the compensation shall be limited to the usual value of the unit or its removable parts on the day and at the place of loss. If it is impossible to ascertain the day or the place of loss, the compensation shall be limited to the usual value on the day and at the place where the unit has been taken over by the carrier. The same shall apply in case of loss of</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 30 § 3) the loss, the compensation shall be limited to the usual value on the day and at the place where the vehicle has been taken over by the carrier.</p>		<p>(Article 21 § 5) an empty wagon which is to be carried as goods under the contract of carriage.</p>	
<p>(cf. Article 30 §§ 1 and 3: ... to the exclusion of all other damages ...)</p>	<p>Article 39 § 1 The limit of a carrier's liability shall not exceed the amount of compensation payable by the carrier for the loss of goods.</p>	<p>§ 6 No further damage shall be payable.</p>	<p>None of the legal regimes grants compensation for damages to other objects or to the fortune of the victim caused through loss of, or damage to, the goods (exemption in Article 36 of CIM).</p>
<p>Article 9 COTIF Unit of account</p>		<p>Article 22 Unit of account</p>	
<p>(comparable with Article 22 of URL)</p>	<p>(Article 46 § 4 refers to Swiss francs; see Page 45)</p>	<p>§ 1 The unit of account referred to in Article 21 is the Special Drawing Right as defined in accordance with the instructions of the International Monetary Fund. The amount referred to in Article 21 is to be converted into the national currency of a State according to the value of such currency at the date of judgement or award or the date agreed upon by the parties. Where the calculation of an amount requires the conversion of sums expressed in foreign currency, conversions shall be at the exchange rate applicable on the day and at the place of payment.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
	.....	<p>(Article 22) § 2 The value of a national currency, in terms of the Special Drawing Right, of a Contracting State to this legal regime that is a member of the International Monetary Fund is to be calculated in accordance with the method of valuation applied by the International Monetary Fund in effect at the date in question for its operations and transactions. The value of a national currency, in terms of the Special Drawing Right, of a Contracting State to this legal regime that is not a member of the International Monetary Fund is to be calculated in a manner to be determined by that State.</p>	
<p>Article 31 Liability for wastage in transit</p>	<p>Article 43 Limitation of liability for shortage of mass of goods</p>	<p>Article 23 Liability for wastage during carriage</p>	
<p>§ 1 In respect of goods which, by reason of their nature, are generally subject to wastage in transit by the sole fact of carriage, the carrier shall only be liable to the extent that the wastage exceeds the following allowances,</p>	<p>§ 1 In respect of goods which, by reason of their nature, are subject to wastage during carriage, the carrier shall, whatever the distance travelled by the goods, be liable only to the extent that the shortage exceeds the</p>	<p>§ 1 In respect of goods which, by reason of their nature, are generally subject to wastage by the sole fact of carriage, the carrier shall only be liable to the extent that the wastage exceeds the following allowances,</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 31 § 1) whatever the length of the route: a) two per cent of the mass for liquid goods or goods consigned in a moist condition; b) one per cent of the mass of dry goods.</p> <p>.....</p>	<p>(Article 43 § 1) following allowances: 1) 2% of mass for liquid goods or goods presented for carriage in a wet (moist) condition; 2) 1% of mass for dry goods.</p> <p>In the case of goods transported in bulk, if these are transshipped en route, the above allowances shall be increased by 0.3% for each transshipment.</p> <p>§ 2 In respect of goods which, by reason of their nature, are subject to wastage during carriage, the carrier shall, whatever the distance travelled by the goods, be liable only to the extent that the shortage exceeds 0.2% of the mass of the goods.</p>	<p>(Article 23 § 1) whatever the length of the route: (a) two per cent of the mass for liquid goods or goods consigned in a moist condition; (b) one per cent of the mass of dry goods.</p> <p>.....</p>	
<p>§ 2 The limitation of liability provided for in § 1 may not be invoked if, having regard to the circumstances of a particular case, it is proved that the loss was not due to causes which would justify the allowance.</p>	<p>.....</p>	<p>§ 2 The limitation of liability provided for in § 1 may not be invoked if, having regard to the circumstances of a particular case, it is proved that the loss was not due to causes which would justify the allowance.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 31) § 3 Where several packages are carried under a single consignment note, the wastage during carriage shall be calculated separately for each package if its mass on consignment is shown separately on the consignment note or can be ascertained otherwise.</p>	<p>(Article 43) § 3 Where several cargo packages are carried under a single consignment note, wastage shall be calculated separately for each package if its mass has been shown separately in the consignment note or can be ascertained by other means.</p>	<p>(Article 23) § 3 Where several packages are carried under a single consignment note, the wastage during carriage shall be calculated separately for each package if its mass on consignment is shown separately on the consignment note or can be ascertained otherwise.</p>	
<p>§ 4 In case of total loss of goods or in case of loss of a package, no deduction for wastage during carriage shall be made in calculating the compensation.</p>	<p>§ 4 When calculating compensation for the loss or shortage of several cargo packages, no deductions for the allowances laid down in § 1 and § 2 of this Article shall be made in respect of lost goods or short packages.</p>	<p>§ 4 In case of total loss of goods or in case of loss of a package, no deduction for wastage during carriage shall be made in calculating the compensation.</p>	
<p>§ 5 This Article shall not derogate from Articles 23 and 25.</p>	<p>.....</p>	<p>§ 5 This Article shall not derogate from Article 19 § 3.</p>	<p>The carrier may also refer to other Articles of URL or rather CIM to be relieved of its liability for wastage during carriage more extensively in cases where the conditions of those Articles are fulfilled.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 32 Compensation for damage</p>	<p>Article 44 Amount of compensation in the event of damage to (spoilage of) goods</p>	<p>Article 24 Compensation for damage</p>	
<p>§ 1 In case of damage to goods, the carrier must pay compensation equivalent to the loss in value of the goods, to the exclusion of all other damages. The amount shall be calculated by applying to the value of the goods defined in accordance with Article 30, the percentage of loss in value noted at the place of destination.</p>	<p>§ 1 In cases where this Agreement requires the carrier to compensate the consignor or the consignee for damage to (spoilage of) goods, the amount of compensation payable shall be equivalent to the amount by which the value of the goods has decreased.</p>	<p>§ 1 In case of damage to goods, the carrier shall compensate the loss in value of the goods. The amount shall be calculated on the basis of expertise or by applying to the value of the goods defined in accordance with Article 21 § 2 whereas the percentage of loss in value shall be noted at the place of destination. It is presumed that the costs of lowering and repairing the damage correspond to the loss in value.</p>	
<p>§ 4 The carrier must also refund the costs provided for in Article 30 § 4, in the proportion set out in § 1 (of this Article).</p>		<p>§ 2 The carrier shall, in addition, refund the costs provided for in Article 21 § 4, in the proportion set out in § 1 of this Article.</p>	
<p>§ 2 The compensation shall not exceed: a) if the whole consignment has lost value through damage, the amount which would have been payable in case of total loss;</p>	<p>§ 3 The amounts of compensation provided for in § 1 and § 2 of this Article shall be determined in accordance with the provisions of § 1 of Article 42 'Amount of compensation for loss or shortage</p>	<p>§ 3 The compensation shall not exceed: (a) the amount payable in the case of total loss, if the whole consignment has lost value through damage;</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 32 § 2) b) if only part of the consignment has lost value through damage, the amount which would have been payable had that part been lost.</p>	<p>(Article 44 § 3) of goods', taking into account the extent of the reduction in the value of goods, established at the place of destination in accordance with national law.</p>	<p>(Article 24 § 3) (b) the amount payable in the case of loss of the part affected, if only part of the consignment has lost value through damage.</p>	
<p>(cf. Article 34)</p>	<p>§ 2 In the case of damage to (spoilage of) goods transported with a declaration of value, the carrier shall reimburse an amount representing the portion of the declared value corresponding to the percentage decrease in the value of the goods resulting from the damage to (spoilage of) the goods.</p>	<p>.....</p>	<p>URL does not know any declaration of value.</p>
<p>(Article 32) § 3 In case of damage to a railway vehicle running on its own wheels and consigned as goods, or of an intermodal transport unit, or of their removable parts, the compensation shall be limited, to the exclusion of all other damages, to the cost of repair. The compensation shall not exceed the amount payable in case of loss.</p>	<p>.....</p>	<p>§ 4 In case of damage to an empty wagon which is to be carried as goods under the contract of carriage or to an intermodal transport unit or their removable parts, the compensation shall be limited to the costs of repair. § 3 shall apply by analogy.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
(cf. Article 32 §§ 1 and 3: ... to the exclusion of all other damages ...)	Article 39 § 1 The limit of a carrier's liability shall not exceed the amount of compensation payable by the carrier for the loss of goods.	(Article 24) § 5 No further damages shall be payable.	The legal regimes do not grant compensation for damages to other objects or to the fortune of the victim ... (see Page 20 above) (exemption in Article 36 of CIM).
Article 33 Compensation for exceeding the transit period	Article 45 Amount of compensation for exceeding the goods delivery period	Article 25 Compensation for delay in delivery	
§ 1 If loss or damage results from the transit period being exceeded, the carrier must pay compensation not exceeding four times the carriage charge.	§ 1 If the carrier has failed to comply with the goods delivery deadline calculated in accordance with Article 24 'Goods delivery period', the carrier shall pay compensation for exceeding the delivery deadline in the form of a penalty.	§ 1 In the case of delay in delivery, if the claimant proves that damage has resulted therefrom, the carrier shall pay compensation not exceeding half of the carriage charges.	SMGS grants a very low compensation for delay in delivery, but in the form of a penalty. CIM grants higher amounts, but the damage must be proven. URL follows CIM, but with a lower percentage.
.....	§ 2 The amount of penalty for exceeding the goods delivery deadline shall be determined on the basis of the carriage charges of the carrier who caused the delivery deadline to be exceeded, and the value (length) of the exceedance of the delivery deadline, calculated as the ratio of the exceedance of the delivery	.....	The ascertainment of the amount of the penalty according to SMGS is rather complicated.

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 45 § 2) deadline (in days) to the total delivery period, namely: -- 6% of the carriage charge when the exceedance of the delivery deadline is not more than one tenth of the total delivery period; -- 18% of the carriage charge when the exceedance of the delivery deadline is more than one tenth but not more than three tenths of the total delivery period; -- 30% of the carriage charge when the exceedance of the delivery deadline is more than three tenths of the total delivery period.</p>	.....
<p>(Article 33) § 2 In case of total loss of the goods, the compensation provided for in § 1 shall not be payable in addition to that provided for in Article 30.</p> <p>§ 3 In case of partial loss of the goods, the compensation provided for in § 1 shall not exceed four times the carriage charge in respect of that part of the consignment which has not been lost.</p>	<p>§ 3 In cases where this Agreement requires the carrier to pay compensation for the loss of goods, no penalty shall be paid for exceeding the goods delivery deadline.</p> <p>In the event of shortage of goods, the penalty for exceeding the delivery period shall be paid in an amount determined on the basis of the portion of the goods delivered.</p>	<p>(Article 25) § 2 Insofar as the goods are lost or have lost value as a result of partial loss or damage, compensation for delay shall not be paid.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 33) § 4 In case of damage to the goods, not resulting from the transit period being exceeded, the compensation provided for in § 1 shall, where appropriate, be payable addition to that provided for in Article 32.</p>	<p>(Article 45 § 3) Subparagraph 3: In the case of damage to (spoilage of) goods, the payment of compensation for exceeding the delivery deadline shall not preclude the payment of compensation provided for in Article 44 'Amount of compensation in the event of damage to (spoilage of) goods'.</p>	<p>.....</p>	
<p>§ 5 In no case shall the total of compensation provided for in § 1 together with that provided for in Articles 30 and 32 exceed the compensation which would be payable in case of total loss of the goods.</p>	<p>Article 39 § 1 The limit of a carrier's liability shall not exceed the amount of compensation payable by the carrier for the loss of goods.</p>	<p>(Article 25) § 3 In no case the compensation for delay together with that for partial loss of or damage to goods shall exceed the compensation which would be payable in case of total loss of the goods.</p>	
<p>§ 6 If, in accordance with Article 16 § 1, the transit period has been established by agreement, other forms of compensation than those provided for in § 1 may be so agreed. If, in this case, the transit periods provided for in Article 16 §§ 2 to 4 are exceeded, the person entitled may claim either the compensation provided for in the agreement mentioned above or that provided for in §§ 1 to 5.</p>	<p>.....</p>	<p>§ 4 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, the time of delivery 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.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 34 Compensation in case of declaration of value</p>	<p>Article 17 Declaration of value of goods</p>		
<p>The consignor and the carrier may agree that the consignor shall declare in the consignment note a value for the goods exceeding the limit provided for in Article 30 § 2. In such a case the amount declared shall be substituted for that limit.</p>	<p>§ 1 By agreement between the carrier and the consignor, the carriage of goods may be performed with a declaration of the value of goods.</p> <p>§ 2 The carrier shall have the right to demand a supplementary payment for the declaration of the value of goods.</p> <p>(See Article 42 § 1, Subparagraph 2, and Article 44 § 2 above)</p>	<p>.....</p>	<p>URL does not contain a provision about the declaration of value.</p>
<p>Article 35 Compensation in case of interest in delivery</p>			
<p>The consignor and the carrier may agree that the consignor may declare, by entering an amount in figures in the consignment note, a special interest in delivery, in case of loss, damage or exceeding of the transit period. In case of a declaration of interest in delivery further compensation for loss or damage proved may be claimed, in addition to the compensation</p>	<p>.....</p>	<p>.....</p>	<p>Neither SMGS nor URL contain a provision about the declaration of interest in delivery.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 35) provided for in Articles 30, 32 and 33, up to the amount declared.</p>			
<p>Article 36 Loss of right to invoke the limits of liability</p>			
<p>The limits of liability provided for in Article 15 § 3, Article 19 §§ 6 and 7, Article 30 and Articles 32 to 35 shall not apply if it is proved that the loss or damage results from an act or omission, which the carrier has committed either with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.</p>	<p>URL follows the Montreal Convention and goes without a provision about the loss of right to invoke the limits of liability in the case of severe fault. SMGS does not need such a provision in case of loss of or damage to goods because there is no limitation in amount in those cases. The penalty for delay in delivery remains limited even in case of a carrier's severe fault.</p>
<p>Article 37 Conversion and interest</p>			
<p>§ 1 Where the calculation of the compensation requires the conversion of sums expressed in foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment of compensation.</p>	
<p>§ 2 The person entitled may claim interest on compensation,</p>	(cf. Article 29 § 7, Page 43)	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 37 § 2) calculated at five per cent per annum, from the day of the claim provided for in Article 43 or, if no such claim has been made, from the day on which legal proceedings were instituted.</p>			
<p>§ 3 If the person entitled does not submit to the carrier, within a reasonable time allotted to him, the supporting documents required for the amount of the claim to be finally settled, no interest shall accrue between the expiry of the time allotted and the actual submission of such documents.</p>	

4. Special cases of liability

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 38 Liability in respect of rail-sea traffic</p>	<p>Article 39 § 7 (International through railway-ferry traffic)</p>		
See page 9	See page 9	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
Article 39 Liability in case of nuclear incidents			
<p>The carrier shall be relieved of liability pursuant to these Uniform Rules for loss or damage caused by a nuclear incident when the operator of a nuclear installation or another person who is substituted for him is liable for the loss or damage pursuant to the laws and prescriptions of a State governing liability in the field of nuclear energy.</p>	<p>.....</p>	<p>.....</p>	
<p>.....</p>	Article 11 Rules for the transport of wagons as transport means not belonging to the carrier (.....)	<p>.....</p>	
Uniform Rules concerning Contracts of Use of Vehicles in International Rail Traffic (CUV – Appendix D to COTIF)	Section III Use of wagons not belonging to carriers as transport means (Articles 49 to 53)	<p>.....</p>	<p>URL only regulates loss of or damage to empty wagons which are to be carried as goods under the contract of carriage (see Article 21 § 5 and Article 24 § 4 URL and cf. Articles 24, 30 § 3 and 32 § 3 CIM on pages 11/12, 19/20 and 25 above).</p>
<p>.....</p>			

5. Persons for whom the carrier is liable

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 40 Persons for whom the carrier is liable</p>	<p>Article 38 Persons for whose actions the parties to the contract of carriage shall be liable</p>	<p>Article 26 Persons for whom the carrier is liable</p>	
<p>The carrier shall be liable for his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The managers of the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.</p>	<p>§ 1 The parties to a contract of carriage shall be liable for the actions of their staff members and any other persons whose services they use to execute a contract of carriage, when these staff members or other persons are performing their duties. § 2 The railway infrastructure manager shall be considered to be a person whose services are used by a carrier to execute a contract of carriage.</p>	<p>The carrier shall be liable for his servants and other persons whose services he makes use of for the performance of the carriage, when these servants and other persons are acting within the scope of their functions. The undertakings or bodies operating the railway infrastructure on which the carriage is performed shall be considered as persons whose services the carrier makes use of for the performance of the carriage.</p>	
<p>Article 27 Substitute carrier</p>			
<p>§ 1 Where the carrier has entrusted the performance of the carriage, in whole or in part, to a substitute carrier, whether or not in pursuance of a right under the contract of carriage to do so, the carrier shall nevertheless remain liable in respect of the entire carriage.</p>	<p>.....</p>	<p>.....</p>	<p>In SMGS and URL there is no special provision about the substitute carrier. A substitute carrier belongs to the persons for whom the carrier is liable (see above) and who may refer to Article 46 § 9 Sentence 2 of SMGS or Article 27 § 2 of URL (see below).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 27) § 2 All the provisions of these Uniform Rules governing the liability of the carrier shall also apply to the liability of the substitute carrier for the carriage performed by him. Articles 36 and 41 shall apply if an action is brought against the servants and any other person whose services the substitute carrier makes use of for the performance of the carriage.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 3 Any special agreement under which the carrier assumes obligations not imposed by these Uniform Rules or waives rights conferred by these Uniform Rules shall be of no effect in respect of the substitute carrier who has not accepted it expressly and in writing. Whether or not the substitute carrier has accepted it, the carrier shall nevertheless remain bound by the obligations or waivers resulting from such special agreement.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 4 Where and to the extent that both the carrier and the</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 27 § 4) substitute carrier are liable, their liability shall be joint and several.</p>			
<p>§ 5 The aggregate amount of compensation payable by the carrier, the substitute carrier and their servants and other persons whose services they make use of for the performance of the carriage shall not exceed the limits provided for in these Uniform Rules.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 6 This Article shall not prejudice rights of recourse which may exist between the carrier and the substitute carrier.</p>	<p>.....</p>	<p>.....</p>	

6. Other actions

	<p>Article 37, Limits of the carrier § 1 A carrier shall bear liability in respect of the consignor or the consignee, arising solely from the contract of carriage, in the manner and within the limits prescribed by this Agreement.</p>		
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CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 41 Other actions</p>	<p>Article 46 Claims</p>	<p>Article 27 Other actions</p>	
<p>§ 1 In all cases where these Uniform Rules shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in these Uniform Rules.</p>	<p>§ 9 In all cases to which this Agreement applies, any claim may be lodged with a carrier only subject to the conditions and within the scope of the provisions of this Agreement.</p>	<p>§ 1 In all cases where this legal regime shall apply, any action in respect of liability, on whatever grounds, may be brought against the carrier only subject to the conditions and limitations laid down in this legal regime.</p>	
<p>§ 2 The same shall apply to any action brought against the servants or other persons for whom the carrier is liable pursuant to Article 40.</p>	<p>This provision shall apply to all claims in respect of staff members and other persons for whom the carrier is liable under the provisions of Article 38 'Persons for whose actions the parties to the contract of carriage are liable'.</p>	<p>§ 2 If an action is brought against the servants or other persons for whom the carrier is liable pursuant to Article 26, such action may also be brought only subject to the conditions and limitations laid down in this legal regime.</p>	

Item 16: Settlement of claims

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 42 Ascertainment of partial loss or damage</p>	<p>Article 29 Formal report</p>		
<p>§ 1 When partial loss or damage is discovered or presumed by the carrier or alleged by the person entitled, the carrier must without delay, and if possible in the presence of the person entitled, draw up a report stating, according to the nature of the loss or damage, the condition of the goods, their mass and, as far as possible, the extent of the loss or damage, its cause and the time of its occurrence.</p>	<p>§ 1 The carrier shall draw up a formal report if, on verification of the goods during their carriage or delivery, it finds:</p> <ol style="list-style-type: none"> 1) discrepancies between the name, mass or number of cargo packages and the particulars specified in the consignment note; 2) discrepancies between the marking of cargo packages and the particulars specified in the consignment note concerning the marking of cargo packages, the station and the railway of destination, the consignee and the number of cargo items; 3) damage to (spoilage of) goods; 4) that the consignment note, or any of its separate sheets concerning the goods in question, or goods listed in the consignment note in question are missing. 	<p>.....</p>	<p>CIM and SMGS oblige the carrier to draw up a formal report whereas URL obliges the consignee or the consignor to notify damage to the carrier if they want to avoid the presumption that the goods have been delivered in a condition conforming with the contract of carriage. With this solution URL follows other international Conventions (cf. CMR). The solution of CIM is very complicated and rather dangerous for the consignee or the consignor (cf. Articles 47, 42, 17 § 4 of CIM).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 42) § 2 A copy of the report must be supplied free of charge to the person entitled.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 3 Should the person entitled not accept the findings in the report, he may request that the condition and mass of the goods and the cause and amount of the loss or damage be ascertained by an expert appointed either by the parties to the contract of carriage or by a court or tribunal. The procedure to be followed shall be governed by the laws and prescriptions of the State in which such ascertainment takes place.</p>	<p>.....</p>	<p>.....</p>	
		<p>Article 28 Notice of damage</p>	
<p>.....</p>	<p>.....</p>	<p>§ 1 Where partial loss of or damage to the goods is apparent and the consignee or the consignor fails to notify this on delivery of the goods at the latest, it is presumed that the goods have been delivered in a condition conforming with the contract. The</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....		(Article 28 § 1) notice must specify the damage sufficiently clearly.	
<p>Article 47 § 2 ... the right of action shall not be extinguished:</p> <p>a) ...;</p> <p>b) in case of loss or damage which is not apparent whose existence is ascertained after acceptance of the goods by the person entitled, if he</p> <p>1. asks for ascertainment in accordance with Article 42 immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods , and</p> <p>2. in addition, proves that the loss or damage occurred between the time of taking over and the time of delivery;</p>	<p>(Article 29) § 2 If, under the national law of the country of destination of the goods, a formal report can be drawn up after the goods have been delivered to the consignee, the consignee shall be entitled to ask the carrier which delivered the goods to draw up a formal report for any reason which could not have been detected by means of external inspection when the goods were delivered. Such a request to the carrier which delivered the goods shall be made by the consignee immediately after establishing loss or shortage of, damage to (spoilage of) goods, and within three days upon the delivery of the goods at the latest.</p>	<p>§ 2 Where partial loss or damage was not apparent, the presumption referred to in § 1 shall also apply if the damage is not notified within seven days after delivery.</p>	
<p>c) in cases where the transit period has been exceeded, if the person entitled has, within sixty days, asserted his rights against one of the carriers referred to in Article 45 § 1;</p>	<p>Article 48 § 1 Actions against carriers pursuant to this Agreement shall be brought:</p> <p>1) within two months, where they concern exceedance of the goods delivery deadline;</p>	<p>§ 3 Claims for delay in delivery shall expire if the consignee does not notify the carrier of the delay in delivery within 60 days after delivery of the goods.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	.....	<p>(Article 28) § 4 If loss, damage or delay is notified on delivery, it is sufficient to give notice to the person delivering the goods. After delivery any notice of damage shall be given to the carrier in text form (e.g. E-Mail). Dispatch within the applicable notification period is sufficient.</p>	
<p>Article 43 Claims</p>	<p>Article 46 Claims</p>	<p>Article 29 Claims</p>	
<p>§ 1 Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.</p> <p>.....</p>	<p>§ 2 Claims shall be made in writing, with appropriate justification and an indication of the amount claimed. ...</p> <p>§ 3 Claims shall be made separately for each consignment, except for:</p> <ul style="list-style-type: none"> -- a claim for refund of overpayments of carriage charges. Such a claim may be made for several consignments; -- where one formal report has been drawn up for several consignments. In such cases, a claim shall be made for all consignments indicated in the formal report. 	<p>§ 1 Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.</p> <p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 43) § 2 A claim may be made by persons who have the right to bring an action against the carrier.</p>	<p>(Article 46) § 1 The right to make claims against the carrier shall belong to the consignor and the consignee.</p> <p>The right to make claims for refund of overpayments of carriage charges pursuant to § 4 of Article 31 ‘Payment of carriage charges and penalties’ of this Agreement shall also belong to any person who has paid these carriage charges in accordance with § 2 of Article 31 ‘Payment of carriage charges and penalties’ of this Agreement.</p> <p>Assignment of the right to make claims is not permitted.</p> <p>§ 2 ... Claims may be made: -- by the consignor, against the contractual carrier; -- by the consignee, against the carrier delivering the goods.</p> <p>Article 47 § 1 An action may be brought only after a claim has been made, and only against the carrier against which the claim was made. ...</p>	<p>(Article 29) § 2 A claim may be made by a person who has the right to bring an action against the carrier (claimant). ...</p> <p>Sentence 2: ... The necessity to make a claim before bringing an action against the carrier shall remain subject to the laws applicable in the State where the action shall be brought.</p>	<p>According to CIM and URL a claim may be made; according to SMGS a claim shall be made, because “an action may be brought only after a claim has been made, and only against the carrier against which the claim was made.” (Article 47 § 1 SMGS, see below).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 43) § 3 To make the claim the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods.</p>	<p>(Article 46) § 5 Claimants must attach to their claim the supporting documents specified by the Rules Governing the Carriage of Goods. The originals of the consignment note and the formal report shall be attached.</p>	<p>(Article 29) § 3 When the claimant is the consignor it must produce its original of the consignment note. Failing this he must produce an authorisation from the consignee or furnish proof that the consignee has refused to accept the goods. If necessary, the consignor must prove the absence or loss of its original of the consignment note.</p>	
<p>§ 4 To make the claim the consignee must produce the consignment note if it has been handed over to him.</p>		<p>§ 4 When the claimant is the consignee it must produce the original of the consignment note intended for the accompaniment of the goods if it has been handed over to him.</p>	
<p>§ 5 The consignment note, the duplicate and any other documents which the person entitled thinks fit to submit with the claim must be produced either in the original or as copies, the copies, where appropriate, duly certified if the carrier so requests.</p>		<p>§ 5 The consignment note and any other documents which the claimant thinks fit to submit with the claim must be produced either in the original or as copies, the copies, where appropriate, duly certified if the carrier so requests.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 43) § 6 On settlement of the claim the carrier may require the production, in the original form, of the consignment note, the duplicate or the cash on delivery voucher so that they may be endorsed to the effect that settlement has been made.</p>		<p>(Article 29) § 6 On settlement of the claim the carrier may require the production, in the original form, of the consignment note, so that they may be endorsed to the effect that settlement has been made.</p>	
<p>Article 37 § 2 The person entitled may claim interest on compensation, calculated at five per cent per annum, from the day of the claim provided for in Article 43 or, if no such claim has been made, from the day on which legal proceedings were instituted. (Article 37 § 3 see Page 31.)</p>	<p>.....</p>	<p>§ 7 The claimant may claim interest on compensation, calculated according to the applicable national law, from the day on which the claim was sent in writing to the carrier or, if no such claim has been made, from the day on which legal proceedings were instituted.</p>	
<p>.....</p>	<p>(Article 46) § 6 Claims not made in compliance with § 3 and § 5 of this Article shall be returned by the carrier to the claimant without consideration, no later than 15 days of the date of its receipt by the carrier, with an indication of the reasons for its return. In such cases, the period of limitation</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
.....	<p>(Article 46 § 6) referred to in § 3 of Article 48 ‘Period of limitation’ shall not be suspended. If the carrier returns a claim to the claimant upon expiry of the 15-day period, the limitation period shall be suspended from the day following the expiry of this term until the day when the carrier sends the claim to the claimant. The return of the claim by the carrier to the claimant shall not constitute its rejection and shall not entitle the claimant to bring the case before a court.</p>		
.....	<p>§ 7 The carrier shall, within 180 days of receipt of a claim, consider the claim, respond to the claimant and, in the event of complete or partial recognition of the claim pay the due amount to the claimant.</p>	.....
.....	<p>§ 8 In the case of partial or complete rejection of a claim, the carrier shall notify the claimant in writing of the grounds for rejecting the</p>	.....

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>(Article 46 § 8) claim and at the same time return the documents attached to the claim.</p>		
<p>.....</p>	<p>§ 4 No claim for an amount equivalent to 23 Swiss francs or less per consignment shall be satisfied. If a claim is made for a higher amount and is recognized as compensable in an amount which is equivalent to 23 Swiss francs or less, that amount shall not be paid to the claimant.</p>	<p>.....</p>	
<p>Article 44 Persons who may bring an action against the carrier</p>	<p>Article 47 Claims under the contract of carriage. Jurisdiction</p>	<p>Article 30 Right to bring an action against the carrier</p>	
<p>.....</p> <p>.....</p>	<p>§ 1 An action may be brought only after a claim has been made, and only against the carrier against which the claim was made. ...</p> <p>§ 3 An action may be brought: 1) if the carrier has not responded to a claim within the</p>	<p>.....</p> <p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>(Article 47 § 3) period prescribed for consideration of the claim; 2) if, within the period prescribed for consideration of a claim, the carrier has notified the claimant of complete or partial rejection of the claim.</p>		
<p>(Article 44) § 1 Subject to §§ 3 and 4 actions based on the contract of carriage may be brought: a) by the consignor, until such time as the consignee has 1. taken possession of the consignment note, 2. accepted the goods, or 3. asserted his rights pursuant to Article 17 § 3 or Article 18 § 3; b) by the consignee, from the time when he has 1. taken possession of the consignment note, 2. accepted the goods, or 3. asserted his rights pursuant to Article 17 § 3 or Article 18 § 3.</p>	<p>(Article 47) § 1 ... The right to bring an action under this Agreement shall belong to the person who has the right to make a claim against the carrier.</p>	<p>(Article 30) § 1 The consignor may bring an action as long as the consignee or a third party does not have such right pursuant to § 2 or if there are circumstances preventing delivery.</p> <p>§ 2 The consignee may bring an action from the time he has the right to dispose of the goods in accordance with Article 15. ...</p>	<p>The right to bring an action is shared between the consignor and the consignee in different ways in the three legal regimes. The formalities which have to be observed are different, too.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 44) § 2 The right of the consignee to bring an action shall be extinguished from the time when the person designated by the consignee in accordance with Article 18 § 5 has taken possession of the consignment note, accepted the goods or asserted his rights pursuant to Article 17 § 3.</p>		<p>(Article 30 § 2) Sentence 1 shall apply to a person other than the consignee provided that such person has obtained the right to dispose of the goods.</p>	
<p>§ 3 An action for the recovery of a sum paid pursuant to the contract of carriage may only be brought by the person who made the payment.</p>	<p>.....</p>	<p>§ 3 An action for the recovery of a sum paid pursuant to the contract of carriage may only be brought by the person who made the payment.</p>	
<p>§ 4 An action in respect of cash on delivery payments may only be brought by the consignor.</p>	<p>.....</p>	<p>.....</p>	
<p>.....</p>	<p>(Article 47) § 2 The right to make a claim and bring an action shall arise: 1) for compensation for shortage of or damage to (spoilage of) goods, and for exceeding the goods delivery period – from the day on which the goods are</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>(Article 47 § 2) delivered to the consignee; 2) for compensation for loss of goods – from the 30th day upon expiry of the delivery period; 3) for refund of overpayments of carriage charges – from the day on which the carriage charges were paid; 4) for other claims – from the day when the circumstances constituting grounds for making the claims arose.</p>		
<p>(Article 44) § 5 In order to bring an action the consignor must produce the duplicate of the consignment note. Failing this he must produce an authorization from the consignee or furnish proof that the consignee has refused to accept the goods. If necessary, the consignor must prove the absence or the loss of the consignment note.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 6 In order to bring an action the consignee must produce the consignment note if it has been handed over to him.</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 45 Carriers against whom an action might be brought</p>		<p>Article 31 Carriers against whom an action might be brought</p>	
<p>§ 1 Subject to §§ 3 and 4 actions based on the contract of carriage may be brought only against the first carrier, the last carrier or the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.</p>	<p>Article 47 § 1 An action may be brought ... only against the carrier against which the claim was made. Article 46 § 2, Sentence 2: Claims may be made: -- by the consignor, against the contractual carrier; -- by the consignee, against the carrier delivering the goods.</p>	<p>§ 1 Actions based on the contract of carriage may be brought against the contractual carrier or against the carrier who has delivered the goods or against the carrier having performed the part of the carriage on which the event giving rise to the proceedings occurred.</p>	<p>An action shall be brought against a specific carrier. "If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as soon as he brings an action against any one of them" (see Page 50/51 below).</p>
<p>§ 2 When, in the case of carriage performed by successive carriers, the carrier who must deliver the goods is entered with his consent on the consignment note, an action may be brought against him in accordance with § 1 even if he has received neither the goods nor the consignment note.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 3 An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has</p>	<p>.....</p>	<p>§ 2 An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 45 § 3) collected that sum or against the carrier on whose behalf it was collected.</p>		<p>(Article 31 § 2) collected that sum or against the carrier on whose behalf it was collected.</p>	
<p>§ 4 An action in respect of cash on delivery payments may be brought only against the carrier who has taken over the goods at the place of consignment.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 5 An action may be brought against a carrier other than those specified in §§ 1 to 4 when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.</p>	<p>.....</p>	<p>§ 3 An action may be brought against another carrier when instituted by way of counter-claim or by way of exception in proceedings relating to a principal claim based on the same contract of carriage.</p>	
<p>§ 6 To the extent that these Uniform Rules apply to the substitute carrier, an action may also be brought against him.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 7 If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as</p>	<p>.....</p>	<p>§ 4 If the plaintiff has a choice between several carriers, his right to choose shall be extinguished as</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 45 § 7) soon as he brings an action against any one of them; this shall also apply if the plaintiff has a choice between one or more carriers and a substitute carrier.</p>		<p>(Article 31 § 4) soon as he brings an action against any one of them.</p>	
<p>Article 46 Forum</p>	<p>Article 47 ... Jurisdiction</p>		
<p>§ 1 Actions based on these Uniform Rules may be brought before the courts or tribunals of Member States designated by agreement between the parties or before the courts or tribunals of a State on whose territory a) the defendant has his domicile or habitual residence, his principal place of business or the branch or agency which concluded the contract of carriage, or b) the place where the goods were taken over by the carrier or the place designated for delivery is situated. Other courts or tribunals may not be seized.</p>	<p>§ 4 Action shall be brought in a competent court at the respondent's location.</p>	<p>.....</p>	<p>URL does not foresee a provision about jurisdiction, whereas SMGS provides one short sentence and CIM provides a whole Article (cf. Article 31 CMR).</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 46) § 2 Where an action based on these Uniform Rules is pending before a court or tribunal competent pursuant to § 1, or where in such litigation a judgment has been delivered by such a court or tribunal, no new action may be brought between the same parties on the same grounds unless the judgment of the court or tribunal before which the first action was brought is not enforceable in the State in which the new action is brought.</p>	<p>.....</p>	<p>.....</p>	
<p>Article 47 Extinction of right of action</p>			
<p>§ 1 Acceptance of the goods by the person entitled shall extinguish all rights of action against the carrier arising from the contract of carriage in case of partial loss, damage or exceeding of the transit period.</p>	<p>.....</p>	<p>.....</p>	<p>Only CIM contains a separate provision about the extinction of right of action, whereas SMGS regulates the extinction of rights in Article 48 about the limitations period (see below).</p>
<p>§ 2 Nevertheless, the right of action shall not be extinguished: a) in case of partial loss or damage, if</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 47 § 2)</p> <p>1. the loss or damage was ascertained in accordance with Article 42 before the acceptance of the goods by the person entitled;</p> <p>2. the ascertainment which should have been carried out in accordance with Article 42 was omitted solely through the fault of the carrier;</p> <p>b) in case of loss or damage which is not apparent, whose existence is ascertained after acceptance of the goods by the person entitled, if he</p> <p>1. asks for ascertainment in accordance with Article 42 immediately after discovery of the loss or damage and not later than seven days after the acceptance of the goods, and</p> <p>2. in addition, proves that the loss or damage occurred between the time of taking over and the time of delivery,</p> <p>c) in cases where the transit period has been exceeded, if the person entitled has, within sixty days, asserted his rights against</p>			

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 47 § 2 letter c) one of the carriers referred to in Article 45 § 1;</p> <p>d) if the person entitled proves that the loss or damage results from an act or omission, done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 3 If the goods have been reconsigned in accordance with Article 28 rights of action in case of partial loss or in case of damage, arising from one of the previous contracts of carriage, shall be extinguished as if there had been only a single contract of carriage.</p>	<p>.....</p>	<p>.....</p>	
<p>Article 48 Limitation of actions</p>	<p>Article 48 Limitations period</p>		
<p>§ 1 The period of limitation for an action arising from the contract of carriage shall be one year. Nevertheless, the period of limitation shall be two years in the case of an action</p>	<p>§ 1 Actions against carriers pursuant to this Agreement shall be brought: 1) within two months, where they concern exceedance of the</p>	<p>.....</p>	<p>URL does not foresee a provision about the limitation of actions but leaves this item to the national law which is applicable.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 48 § 1) a) to recover a cash on delivery payment collected by the carrier from the consignee; b) to recover the proceeds of a sale effected by the carrier; c) for loss or damage resulting from an act or omission done with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result; d) based on one of the contracts of carriage prior to the reconsignment in the case provided for in Article 28.</p>	<p>(Article 48 § 1) goods delivery deadline; 2) within nine months, where brought on other grounds.</p>		
<p>§ 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 other cases, from the day when the right of action may be exercised. The day indicated for the commencement of the period of</p>	<p>§ 2 The periods referred to in § 1 of this Article shall start from the moment when the right to bring an action referred to in § 2 of Article 47 'Claims under the contract of carriage. Jurisdiction' of this Agreement arose. The day on which the period of limitation commences</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 48 § 2) limitation shall not be included in the period.</p>	<p>(Article 48 § 2 Sentence 2) shall not be included in the period.</p>		
<p>§ 3 The period of limitation shall be suspended by a claim in writing in accordance with Article 43 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 of the part of the claim still in dispute.</p> <p>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.</p>	<p>§ 3 The lodging of a claim made in accordance with Article 46 'Claims' of this Agreement shall cause the limitation periods laid down in § 1 of this Article to be suspended. The limitation period shall recommence on the day on which the carrier notifies the claimant of complete or partial rejection of its claim, or from the day when the time limit laid down in § 7 of Article 46 'Claims' of this Agreement expires, if the carrier does not answer the claim.</p> <p>The re-lodging of a claim on the same grounds shall not cause the limitation periods provided for in § 1 of this Article to be suspended.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 48) § 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.</p>	<p>(Article 48) § 4 The passing of limitation periods shall constitute a ground for rejecting claims.</p>	<p>.....</p>	
<p>§ 5 Otherwise, the suspension and interruption of periods of limitation shall be governed by national law.</p>	<p>.....</p>		

Item 17: Relations between carriers

Article 49 Settlement of accounts	Article 35 Settlement of accounts between carriers	Article 32 Settlement of accounts	
§ 1 Any carrier who has collected or ought to have collected, either at departure or on arrival, charges or other costs arising out of the contract of carriage must pay to the carriers concerned their respective shares. ...	§ 1 A carrier which has received or should have received carriage charges due under the contract of carriage to other carriers involved in the carriage, must pay them to those carriers.	Any carrier who has collected or ought to have collected, either at departure or on arrival, charges or other costs arising from the contract of carriage must pay to the carriers concerned their respective shares. ...	The relations between carriers are regulated in all legal regimes.
CIM 1999	SMGS 2015	URL 2015	Remarks
(Article 49 § 1) Sentence 2: The methods of payment shall be fixed by agreement between the carriers.	(Article 35) § 2 Settlement of accounts between carriers resulting from the application of this Agreement shall be effected in accordance with a contract concerning the settlement procedure concluded between the carriers.	(Article 32) Sentence 2: The methods of payment shall be fixed by agreement between the carriers.	
§ 2 Article 12 shall also apply to the relations between successive carriers.	.....	.....

<p>Article 50 Right of recourse</p>	<p>Article 36 Claims between carriers for recovery of amounts of compensation paid</p>	<p>Article 33 Right of recourse</p>	
<p>§ 1 A carrier who has paid compensation pursuant to these Uniform Rules shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:</p>	<p>§ 1 A carrier who, in the cases provided for in this Agreement, has paid compensation to a consignor or a consignee in accordance with this Agreement, shall have a right of recourse against other carriers involved in the carriage, in accordance with the following provisions:</p>	<p>§ 1 A carrier who has paid compensation pursuant to this legal regime shall have a right of recourse against the carriers who have taken part in the carriage in accordance with the following provisions:</p>	<p>The right of recourse is important because of the joint liability of the contractual carrier and the subsequent carriers.</p>

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 50 § 1)</p> <p>a) the carrier who has caused the loss or damage shall be solely liable for it;</p> <p>b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage it has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter c);</p> <p>c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.</p>	<p>(Article 36 § 1)</p> <p>the carriage, in accordance with the following provisions:</p> <p>1) if the loss or damage has been caused due to the fault of one carrier, that carrier shall have sole liability for it;</p> <p>2) if the loss or damage has been caused due to the fault of several carriers involved in the carriage, each carrier shall be liable only for the portion of the loss or damage it has caused;</p> <p>3) if it cannot be proved that the loss or damage was caused due to the fault of one or more carriers, the carriers shall agree a procedure for the apportionment of liability. If the carriers cannot reach agreement on a procedure for the apportionment of liability, liability shall be apportioned among them in proportion to the tariff kilometers travelled by the consignment when carried by each of the carriers except those which prove that the loss or damage did not arise through any fault of theirs.</p>	<p>(Article 33 § 1)</p> <p>(a) the carrier who has caused the loss or damage shall be solely liable for it;</p> <p>(b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage it has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter c);</p> <p>(c) if it cannot be proved which of the carriers has caused the loss or damage, the compensation shall be apportioned between all the carriers who have taken part in the carriage, except those who prove that the loss or damage was not caused by them; such apportionment shall be in proportion to their respective shares of the carriage charge.</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 50) § 2 In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.</p>	<p>.....</p>	<p>(Article 33) § 2 In the case of insolvency of any one of these carriers, the unpaid share due from him shall be apportioned among all the other carriers who have taken part in the carriage, in proportion to their respective shares of the carriage charge.</p>	
<p>.....</p>	<p>(Article 36) § 2 When recovering amounts of compensation for exceeding the goods delivery period, if the goods delivery period was exceeded either on several railways or on railways and a waterway section of the route, the percentage for calculating the compensation shall be determined in accordance with § 2 of Article 45 'Amount of compensation for exceeding the goods delivery period' based on the total exceedance of the delivery period for the whole of the route, and shall be applied to the carriage charge received by each of the carriers who allowed the delivery period to be exceeded.</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>Article 51 Procedure for recourse</p>			
<p>§ 1 The validity of the payment made by the carrier exercising a right of recourse pursuant to Article 50 may not be disputed by the carrier against whom the right of recourse is exercised, when compensation has been determined by a court or tribunal and when the latter carrier, duly served with notice of the proceedings, has been afforded an opportunity to intervene in the proceedings. The court or tribunal seized of the principal action shall determine what time shall be allowed for such notification of the proceedings and for intervention in the proceedings.</p>	<p>(Article 36) § 3 A carrier with whom a claim for recovery of compensation paid is lodged shall not be entitled to contest the validity of the compensation payment by the carrier lodging the claim if the compensation was determined by a court decision and if the carrier against whom the claim is made was notified in good time of the consideration of the case by a court.</p>	<p>.....</p>	<p>URL does not regulate the procedure for recourse whereas CIM provides a detailed Article and SMGS is satisfied with two paragraphs.</p>
<p>.....</p>	<p>§ 4 A claim for recovery of compensation paid under a claim for compensation shall be lodged within 75 days of the date of the actual payment of the amount payable under the claim. A claim for compensation determined by a court decision</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
	<p>(Article 36 § 4) shall be lodged within 75 days of the entry into force of that decision.</p>		
<p>(Article 51) § 2 A carrier exercising his right of recourse must make his claim in one and the same proceedings against all the carriers with whom he has not reached a settlement, failing which he shall lose his right of recourse in the case of those against whom he has not taken proceedings.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 3 The court or tribunal must give its decision in one and the same judgment on all recourse claims brought before it.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 4 The carrier wishing to enforce his right of recourse may bring his action in the courts or tribunals of the State on the territory of which one of the carriers participating in the carriage has his principal place of business, or the branch or agency which concluded the contract of carriage.</p>	<p>.....</p>	<p>.....</p>	

CIM 1999	SMGS 2015	URL 2015	Remarks
<p>(Article 51) § 5 When the action must be brought against several carriers, the plaintiff carrier shall be entitled to choose the court or tribunal in which he will bring the proceedings from among those having competence pursuant to § 4.</p>	<p>.....</p>	<p>.....</p>	
<p>§ 6 Recourse proceedings may not be joined with proceedings for compensation taken by the person entitled under the contract of carriage.</p>	<p>.....</p>	<p>.....</p>	
<p>Article 52 Agreements concerning recourse</p>		<p>Article 34 Agreements concerning recourse</p>	
<p>The carriers may conclude agreements which derogate from Articles 49 and 50.</p>	<p>(Article 35 § 2) Settlement of accounts between carriers resulting from the application of this Agreement shall be effected in accordance with a contract concerning the settlement procedure concluded between the carriers. (cf. Article 36 § 1 No. 3, too)</p>	<p>The carriers may conclude agreements which derogate from Articles 32 and 33.</p>	