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INLAND TRANSPORT COMMITTEE

Principal Working Party on  
Inland Water Transport  
(Thirty-ninth session,  
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agenda item 7 (b))

DRAFTING A COMPENDIUM OF EXISTING PRINCIPAL STANDARD  
TERMS AND CONDITIONS FOR INTERNATIONAL TRANSPORT OF  
GOODS BY INLAND WATERWAYS

Note by the secretariat

At its thirty-sixth session the Principal Working Party on Inland Water Transport decided to draft a compendium of existing principal standard terms and conditions for international transport of goods by inland waterways (TRANS/SC.3/130, para. 32).

The secretariat submits herewith the text of the Agreement on Carriage of High-cube Containers in International Carriage of Goods on the River Danube adopted at Neptun (Romania) in 1990. This agreement is one of six agreements concluded between Danube shipping companies (the Bratislava Agreements) and was transmitted to the secretariat by the Government of the Slovak Republic.

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AGREEMENT ON CARRIAGE OF HIGH-CUBE CONTAINERS IN INTERNATIONAL  
CARRIAGE OF GOODS ON THE RIVER DANUBE

In order further to improve and develop cooperation in international carriage of containers on the Danube, the following shipping companies:

Bayerischer Lloyd (BL), Federal Republic of Germany

The Bulgarian Inland Steamship Company (BRP)

The First Danube Steamship Company (DDSG), Austria

The Hungarian Navigation Company Limited (MAHART)

The Romanian Inland Steamship Company (NAVROM)

The Soviet Danube Steamship Company (SDP)

The Czechoslovak Danube Steamship Company (CSPD)

Yugoslav steamship companies

The Yugoslav Danube Steamship Company (YRB)

The Yugoslav Dunavski Lloyd Steamship Company (DL)

The Yugoslav Kraina Steamship Company (RBK)

have agreed on the following terms and conditions for the carriage of high-cube containers in international carriage of goods on the River Danube.

PART A

GENERAL CONDITIONS FOR THE CARRIAGE OF CONTAINERS

Article 1

Definitions

Unless otherwise stated, the following definitions shall apply in the present Agreement:

CHARTERER - a person by whom or in whose name a contract of carriage of goods in containers and/or of empty containers is concluded with a carrier.

SHIPPER - a person acting in his own name who fulfils the obligations relating to the carriage of goods in containers and/or of empty containers under a contract of carriage of goods.

CONSIGNEE - a person entitled to received the goods in containers and/or empty containers.

CARRIER - a person by whom or in whose name a contract of carriage of goods in containers and/or of empty containers for a specified fee is concluded with a charterer.

BILL OF LADING - a document which evidences the existence and substance of a contract of carriage of goods in containers and/or of empty containers and is the receipt issued by the carrier on accepting the loaded or empty containers.

GOODS - any commodities, manufactures or articles, including their packaging and the means of consolidating them, transported in containers.

CONTAINER - an article of transport equipment, the parameters and purposes of which corresponded to the recommendations of Technical Committee 104 of the International Standards Organization and that is carried in a loaded or empty state.

## Article 2

### General provisions

1. Containers submitted for the carriage of goods on the River Danube must correspond in construction and technical condition to the requirements of the International Convention on Safety of Containers (CSC), 1972 and the Customs Convention on Containers (CCC), 1972.
2. Unless otherwise specially stipulated by the provisions of the present Agreement, the provisions of the corresponding articles of the General Terms and Conditions for International Carriage of Goods on the River Danube adopted at Siófok, Hungary on 23 September 1989, and of the Agreement on International Danube Freight Rates (MGDT) adopted at Stara Lesna on 6 October 1979, along with all subsequent amendments and additions to them, shall apply.

## Article 3

### Scope of application

1. The provisions and rates of the present Agreement shall apply to the carriage of universal containers in the ISO classification in international carriage of goods between ports of loading and ports of discharge on the Danube.
2. The present Agreement shall apply both to containers belonging to the Parties to the Agreement by right of ownership or hired by them, and to containers not belonging to them.

## Article 4

### Goods acceptable for carriage

1. Subject to the provisions of paragraphs 2 to 5 of this article, the goods acceptable for carriage in containers shall be those listed in schedule B of the Agreement on International Danube Freight Rates (the MGDT Agreement).

2. The following goods shall not be accepted for carriage:
  - 2.1 Goods that must be delivered by post;
  - 2.2 Goods the carriage of which is prohibited by customs or other regulations (health, veterinary, etc.);
  - 2.3 Goods which are sources of infection;
  - 2.4 Weapons (except sporting or hunting weapons).
3. Foodstuffs or other goods which need to be transported under controlled conditions of temperature and humidity and live animals shall be accepted for carriage only by agreement between the charterer and the carrier.
4. Dangerous goods shall be accepted for carriage only by agreement between the charterer and the carrier and subject to the requirements of the international regulations on the carriage of dangerous goods.
5. Only goods that are compatible as regards their physical and chemical properties shall be carried in a single container.
6. The following shall not be accepted for carriage in a single container:
  - 6.1 Goods for the carriage of which special legal provisions or official regulations (veterinary etc.) apply together with goods for which no such regulations have been established;
  - 6.2 Dangerous goods, the carriage of which together with other goods is prohibited.

#### Article 5

##### Stowing of goods in a container

The following rules shall be complied with in the loading of a container:

1. The goods shall be so stowed and secured as to exclude the possibility of their shifting inside the container during carriage and so that the load on the floor and the pressure on the walls of the container shall be uniform; the doors of the container should open and close freely.
2. The packing of the goods should ensure their complete safety during carriage; lighter and more fragile goods should be placed on heavier and more durable goods.
3. When goods without packaging or with minimal packaging are loaded into a container, means should be employed to protect the goods against wear, crushing, breakage, freezing and heating (lining the walls of the container with insulating materials, fitting protective cleats, rubber strips, etc.).
4. The mass of a loaded container must not exceed the maximum gross mass indicated on the container, including the tare of the container.

Article 6

Order for carriage

1. Containers shall be accepted for carriage on the basis of an order from the charterer. The order shall contain the following:

1.1 The name and address of the shipper;

1.2 The name and address of the consignee;

1.3 A description of the goods in the containers;

1.4 The number of loaded and/or empty containers, and their

1.5 Type and gross mass;

1.6 The port of loading;

1.7 The port of discharge;

1.8 The desired time-limit for the presentation of the vessel for loading;

1.9 The special requirements of the charterer/shipper, if any.

In addition, the order shall show the address of the shipper's agent who is to be informed when the vessel is ready to load.

2. The order for carriage of containers shall be given to the carrier in writing - by letter, telegram, telefax or facsimile, not less than seven days before the proposed date of presentation of the containers for carriage. The order may be given by telephone, provided that it is confirmed in writing within 24 hours.

3. Within three days of receipt of the order from the shipper/charterer, the carrier shall confirm acceptance of the order, or decline it. Should the carrier not confirm acceptance of the order within the aforementioned period, the order shall be deemed to have been declined. On acceptance of the order the shipper/charterer and the carrier shall fix the freight.

4. If the carrier alters the conditions in the order, the changes must be agreed with the shipper/charterer.

5. Confirmation of the order shall be evidence of the conclusion of a contract of carriage under which the carrier undertakes to transport the containers received from the shipper to the port of destination and to deliver them to the consignee.

6. Should it be necessary for the container to be stowed only in the hold of the vessel, the charterer shall make a special stipulation to that effect when placing the order. In the absence of such stipulation the container shall be stowed in the hold or on the deck of the vessel at the discretion of the carrier.

Article 7

Preparation of the vessel and presentation of the vessel for loading

1. The carrier shall ensure before the start of loading that the vessel is technically fit for the proper receipt and the safe carriage of the containers.
2. The carrier shall be entitled to present the vessel for loading of the containers up to 48 hours after the time agreed when the order was accepted.

Article 8

Carriage documents

1. Unless the parties agree on some other time-limit, the shipper shall transfer the shipping order and all documents required by port, customs, health or other regulations to the carrier at the port of departure not later than 24 hours before the start of loading.

The shipper shall be liable to the carrier for losses arising from the untimely transfer, inaccuracy, incompleteness or insufficiency of these documents.

2. A bill of lading shall be issued for a container accepted for carriage. The bill of lading shall be drawn up by the shipper for each container (unless otherwise so agreed between the charterer and the carrier) after completion of loading of the vessel in accordance with the loading order, using the model contained in annex 1. It shall include a reference to the fact that the carriage is subject to the terms of the present Agreement.

The bill of lading shall be issued in not less than five copies. The carrier shall certify the bill of lading by stamping, dating and signing it. The original of the bill of lading shall accompany the container and be handed over to the consignee along with the container at the port of discharge, while one duplicate copy is given to the shipper. The copies of the bill of lading shall be kept by the carrier.

3. At the request of the shipper/charterer, he shall be given the requisite number of copies of the bill of lading.

4. A consolidated statement (manifest), using the model contained in annex 2, shall be issued at each port of loading for all containers accepted by the vessel for carriage to each port of discharge.

5. The charterer/shipper shall be liable for the correctness and completeness of all information on goods given in the shipping note and transferred to the bill of lading, and also for losses arising from the untimely transfer, inaccuracy or insufficiency of the documents referred to in paragraph 1 of this article.

6. Should the documents accompanying the goods be absent, inaccurate, insufficient or unclearly made out, the carrier shall be entitled to refuse to accept the goods at the port of dispatch or, at his discretion, to accept such goods for carriage, noting his reservations on the bill of lading.

7. A carrier or ship agent who draws up a bill of lading on behalf of a shipper shall be deemed to be an authorized shipper.

#### Article 9

##### Acceptance and delivery of containers

1. Containers shall be accepted by the carrier from the shipper and delivered by the carrier to the consignee in the process of loading (discharge) of the vessel. Delivery of containers to the vessel and their removal from the vessel shall be the responsibility of the shipper (consignee) providing for the carrying out of loading and unloading operations at the times specified in article 10, paragraphs 1 and 2.

2. Containers to be carried must bear the following clearly executed marks and inscriptions:

the owner's mark and the number of the container;

the tare mass and the maximum gross mass of the container;

the attestation mark of the container;

the date of the next inspection.

3. When sending a container loaded with dangerous goods the shipper shall ensure that the container bears the appropriate danger labels.

4. Unless otherwise agreed between the carrier and the shipper/charterer, loaded containers shall be accepted for carriage only if they bear a seal, the affixing of which is arranged by the shipper. The seal must have a clear impression and other devices for sealing. Depending on the usage of the country, a seal of lock type should be used in some instances.

5. The seal shall be affixed over the doorway in such a manner as to exclude any possibility of access to the goods without damage to the seal. An impression of the seal and the quantity and numbers of the seals must be entered on the bill of lading.

6. On acceptance of a loaded container the carrier shall verify its technical condition by visual inspection of the outside, and shall also verify that the seal is present and in a satisfactory condition. Comments on the technical condition of the container shall be entered by the carrier in ports of loading and discharge on a handing over certificate, using the model contained in annex 3, which shall serve as a basis for determining which Party is guilty of damaging the container.

7. Should a disagreement arise between the carrier and the shipper (consignee) regarding the technical condition of a container being delivered to a port of dispatch/destination and the making of an appropriate entry on the handing over certificate, an expert (surveyor) shall be called upon to determine the true condition of the container and to allot the costs connected with it against the guilty party.

8. Loaded containers exhibiting the following defects shall not be accepted for carriage:

8.1 Absence of a seal or any damage to the walls of the container, its doors, roof, supporting parts and base permitting access to the goods or the entry of atmospheric precipitation into the container.

8.2 Deformation of the system of bolts permitting access to the container without damage to the seal.

8.3 Deformation of the doors resulting in the container ceasing to be hermetically sealed. The hermetic sealing of a container shall also be regarded as impaired following damage to the rubber seals.

8.4 Deformation and damage to the framework of the container. Local deformations not involving framework members (vertical, longitudinal and transverse beams) giving way, and not altering the geometric configuration of the container, shall be permitted.

8.5 Damage to fittings preventing the container from engaging with the spreader.

8.6 Deformation of the walls (apart from doors) and of the roof of the container involving deflection of more than 60 mm.

8.7 Damage to or incompleteness of markings and inscriptions of the container, including those referred to in paragraph 1 of this article, if recording is thereby made more difficult.

9. If the Customs or the inspecting and admitting authorities in ports require a container to be opened for inspection the seal must be removed. Following inspection the container shall be resealed by the port where the inspection was carried out.

10. The fact of the opening of a container carried out at the request of the Customs or the inspecting and admitting authorities in the course of an investigation shall be recorded in a note on the bill of lading giving information on the seals removed and reaffixed (impression, quantity of seals and seal numbers, date of affixing). The note on the bill of lading shall be attested by the signature of a port representative and the Customs stamp.

11. Delivery of a loaded container to the consignee shall be carried out by superficial inspection of the container without verification of the mass, number of pieces and condition of the goods if the seal of the container, the impression of which is on the bill of lading, is in good order at the time of delivery.



12. Should it be found on arrival of a loaded container in the port of destination that the container is not in good order, lacks a seal or has a damaged seal, the consignee (or his agent) in company with the carrier and a representative of the port must open the container in the manner laid down for the port concerned, verify the number of pieces and the condition of the goods and complete the appropriate certificate on the form in use in the port of destination.

After verification of the goods the container shall be handed over to the consignee.

13. Should the consignee refuse acceptance of a container in the port of destination for reasons not dependent on the carrier, and should the charterer not deal with the container and the goods, all the related costs (storage of the container in the port of destination, return to the port of departure, etc.) shall be borne by the charterer.

In that case, should the container not be claimed within 30 days and should the charterer fail to pay the carrier all monies due for the given carriage, the carrier may avail himself of his lien (art. 19 of the present Agreement) and sell the goods and/or the container.

14. Should circumstances arise preventing the discharge of containers, the parties shall be guided by the provisions of article 14 of the present Agreement.

#### Article 10

##### Loading and unloading of containers

1. Vessels arriving in Danubian ports to load/unload containers shall, when the ports have container terminals, be handled in them in the order of arrival of vessels for the loading/unloading of containers.

Vessels arriving to load/unload containers in Danubian ports that do not have container terminals shall be handled in the order stipulated by annex 3 of the Agreement on General Terms and Conditions for Carriage of Goods.

Vessels operating to a stated timetable established by bilateral agreements shall be handled out of turn provided that so doing does not cause harm to the interests of other shipping companies.

2. The loading/unloading of containers shall be performed at the following rates per vessel per day calculated on the basis of a 20-foot container (TEU):

Izmail	60 containers
Galatz	50 containers
Ruse	60 containers
Belgrade	100 containers

Baja	60 containers
Budapest: loading - 30, unloading	20 containers
Bratislava	50 containers
Vienna	150 containers
Krems	40 containers
Linz	80 containers
Regensburg, Deggendorf, Passau	80 containers/port

3. Containers must be stowed on the vessel in such a way as to facilitate their engagement by the spreader in the course of handling.

4. The carrier shall communicate the vessel's time of arrival at a port of loading/unloading to the port authorities and to the shipper/consignee 72 hours before the expected arrival in the port and shall subsequently give a more precise time 24 hours before arrival.

5. A vessel's laytime shall begin three hours after presentation by the carrier of the notice of the vessel's readiness for loading/unloading if the beginning of the laytime will then fall within working hours, or from the beginning of the following working day if the beginning of the laytime will otherwise fall outside working hours.

The shipper/consignee must accept the notice of readiness at any time of the day or night. In the absence of the shipper/consignee from the port, the fact of the vessel's readiness shall be attested on the notice by the shipping agent (port representative).

6. The shipper or the consignee (or any entity designated by the shipper or the consignee) must carry out the loading (discharge) round the clock and every day, including Sundays and holidays, unless national law or the normal practice of the port provides otherwise.

7. The duration of a vessel's stay in a port shall be recorded in a laytime statement in the manner usual in the port concerned. That document shall show the laytime and the length and causes of any breaks or loss of time in the loading/discharge of the vessel.

The laytime statement shall be signed by the carrier and the shipper/consignee. Loading shall be deemed to have been completed following the presentation by the shipper to the carrier of all the necessary documents and the signing of the laytime statement.

Discharge shall be deemed to have been completed following the signing by the consignee of all the documents evidencing his receipt of the containers and the signing of the laytime statement.

8. Should a non-self-propelled vessel be detained for loading or discharge of containers for longer than the standard period of time, the shipper (charterer) shall pay the carrier a penalty (demurrage) in the following amounts:

for vessels of up to 1,300 tonnes deadweight - 550 Swiss francs;

for vessels of more than 1,300 tonnes deadweight - 675 Swiss francs per period of 24 hours or pro rata for part thereof.

9. For a self-propelled vessel, the demurrage shall be three times the rates for a non-self-propelled vehicle of the same deadweight.

10. In the event of early loading or discharge of the vessel, the carrier shall pay the shipper/charterer or the consignee/charterer respectively despatch money at 50% of the rates set in paragraphs 8 and 9 of this article.

11. The party at fault shall be liable to the carrier for damage occasioned to the vessel during loading/discharge.

#### Article 11

##### Supplementary instructions by the shipper/charterer

1. Should the need arise for the shipper/charterer to issue supplementary instructions (change the originally agreed port of loading or unloading, suspend carriage, return the containers, etc.), he shall notify the carrier of this in writing as soon as possible.

2. If the carrier is able to carry out the shipper's/charterer's supplementary instructions, he shall signify his agreement to do so within 24 hours of receiving the shipper's/charterer's instructions. The carrier shall inform the shipper/charterer within the same period if he is unable to fulfil his instructions. Expenses pertaining to the execution of supplementary instructions shall be borne by the party issuing the instructions.

3. When it is not possible to fulfil his instructions concerning a change of the originally agreed port of loading, the shipper/charterer shall, if he fails to convey the containers to the originally agreed port, be subject to the penalties for non-presentation of containers laid down in article 11, paragraph 4.

#### Article 12

##### Liability of the parties with regard to the availability of vessels and the presentation of containers

1. If a carrier makes a vessel available for carriage of containers no more than three days late, he shall compensate the shipper/charterer for the actual cost of storing the containers for the duration of the delay (minus two days), but at a rate not exceeding 1% of the freight per day. Beyond three days from the agreed time for making the vessel available, the shipper/charterer shall be entitled to refuse to use the vessel for carriage.

2. If the carrier does not make a vessel available for carriage or makes it available more than three days after the agreed time, and (sic) the shipper/charterer shall be entitled to require payment of a penalty in the amount of 50% of the freight for all containers not carried in the vessel.

The penalty payable by the carrier shall be reduced by one third in cases where the carrier notifies the shipper/charterer of the vessel's unavailability at least five days before the agreed time.

3. If the shipper/charterer presents containers for carriage late he shall pay a penalty (demurrage) at the rates quoted in paragraph 7 of article 10 for the vessel's waiting time counting from the time of the vessel's actual arrival in the port, but at the earliest from the agreed time.

The basis for the calculation of the amount of the penalty shall be the notice of readiness and the laytime statement.

4. If the shipper/charterer does not present the containers for carriage within three days of the agreed time or presents a lesser quantity than specified in the original order for carriage, the carrier shall be entitled to refuse carriage and to require the shipper/charterer to pay a penalty in the amount of 50% of the freight for the entire quantity of goods not presented for carriage, or to require payment of demurrage in accordance with paragraph 3 of the present article.

The penalty payable by the charterer shall be reduced by one third in cases where the shipper/charterer warns the carrier of the non-presentation of the containers at least five days before the agreed time.

5. The penalty mentioned in paragraph 4 of the present article shall also be payable in the event that a container belonging to the shipper/charterer is presented for carriage in contravention of the provisions of article 9, paragraph 8.

6. In the event tonnage is not made available or containers are not presented in the amounts agreed between the shipper/charterer and the carrier for a particular period (month, quarter or other period), the shipper/charterer and carrier shall be financially liable to the extent provided for in paragraphs 2 and 4 of this article.

7. The shipper/charterer shall be exempt from payment of the penalty provided for in paragraph 4 of this article, if:

7.1 At the same port and within the time-limit specified in the order for carriage, and providing that carriage of the new containers does not entail the use of an additional vessel or of a vessel of a different type, he replaces the loaded containers originally announced by containers loaded with other goods no less in quantity calculated in TEU than that originally announced;

7.2 By agreement with the carrier and within the time-limit specified in the order for carriage, and providing that as a result of his action the carrier will receive in freight a sum no smaller than that already expected,

he prepares loaded or empty containers for carriage at another port on the vessel's route no less in quantity calculated in TEU than that originally announced.

8. The parties shall be exempt from liability under the present article in the event of the circumstances referred to in article 13, paragraphs 5.1 to 5.5 and in articles 14 to 16.

### Article 13

#### Responsibility of the carrier for timely and safe delivery of containers

1. The carrier must ensure the safe and timely delivery of containers from the port of loading to the port of destination.

2. The carrier's responsibility for containers accepted for carriage begins from the time the containers are stowed on the vessel in the port of loading and ends at the time of commencement of lifting from the vessel in the port of discharge.

The carrier shall not be answerable for shortage of and damage to goods delivered to the place of destination in technically sound containers under seals in good order.

3. The standard carriage times of containers are as defined in article 12, paragraph 4 of the Agreement on General Terms and Conditions.

4. For failure to keep to the carriage times of containers the carrier shall pay the cargo owner a penalty of 3% of the freight charge for every 24 hours' delay of the containers, but not more than 25% of the freight.

The carrier shall be exempt from payment of the penalty unless the claim concerning it is submitted within 45 days of the vessel's day of arrival at the port of discharge.

5. The carrier shall not be liable for loss of, or damage to containers accepted for carriage, or for delay in delivery of containers arising because of the following reasons or events:

5.1 Force majeure, dangers or fortuities on the River Danube (earthquakes, hurricanes, thick fog, etc.);

5.2 Official actions or orders (detention, arrest, quarantine, etc.);

5.3 Acts of war or other violent acts (hijacking, mutiny, etc.);

5.4 Organized action by blue- or white-collar workers (strikes, passive resistance, etc.);

5.5 The halting of navigation on the River Danube pursuant to article 14 of the Agreement on General Terms and Conditions and other circumstances that have resulted in navigation being halted wholly or in part;

5.6 Acts or omissions on the part of the shipper/charterer or consignee referred to in article 12, paragraph 6.5 of the Agreement on General Terms and Conditions.

6. The carrier shall also not be liable for loss of, or damage to containers accepted for carriage if their loss or damage has occurred through no fault on his part on account of:

6.1 Defect of the containers that is not outwardly apparent;

6.2 Insufficiency or unclearness of the markings and inscriptions on containers belonging to the charterer;

6.3 Damage to containers in the process of loading or discharge carried out by the workforce and using the equipment of the shipper or the consignee.

Unless proven otherwise, loss or damage to a container under the conditions referred to in paragraphs 5.1 to 5.4, 5.6 and 6.1 to 6.3 of this article shall be deemed actually to have been caused by the circumstances mentioned therein.

7. If the shipper/charterer did not inform the carrier that goods submitted for carriage in containers were dangerous, pursuant to article 4, paragraph 4, or if goods were presented incorrectly described, the goods in question may in the event of actual danger to the vessel, other cargo or people on board the vessel, be in any place and at any time unloaded, destroyed or rendered harmless by the carrier, without compensation of the losses in that connection of the charterer, who shall also be liable for any losses, damages and delays, and also for expenditure incurred by the carrier in connection with the presentation of the said goods for carriage, or their carriage, or any services connected with them. The burden of proof that the carrier was notified of the precise nature of the danger in the carriage of the said goods shall lie with the charterer/shipper and the consignee.

If the hazardousness of goods is discovered before loading of the containers begins, the carrier shall be entitled to refuse the containers and to require payment of 50% of the freight.

8. Should danger to the vessel arise from dangerous goods, the nature of which, pursuant to the provisions of article 4, paragraph 4, was known to the carrier, containers holding such goods may be unloaded in any place, and destroyed or rendered harmless by the carrier without compensation of the losses in that connection of the charterer, except for general average, should that arise.

9. The carrier shall be liable for loss or shortage of, or damage to goods arriving in a container without a seal or with a damaged seal, as follows:

9.1 For loss and shortage of goods - the actual value of the lost or missing goods, but no more than 2,500 Swiss francs for goods in one container;

9.2 For damage to goods - the amount by which the value has been reduced, but no more than the aforementioned 2,500 Swiss francs for goods in one container.

10. The actual value of the lost or damaged goods shall be determined on the basis of the invoice of the shipper/charterer.

11. The carrier shall be liable for loss of or damage to the charterer's container as follows:

11.1 For loss of the container - its market value with allowance for its actual depreciation at the time of its loss;

11.2 For damage to the container - the actual cost of its repair at the port of destination, if the repair is not to be carried out by the carrier independently and/or at his charge before delivery of the container to the consignee.

12. The charterer/shipper and the consignee shall be permitted a seven-day period of grace for use of the carrier's container from the time of its receipt for loading to the time of its presentation for carriage, or from the time of its receipt following carriage to the time of its return to the carrier.

Unless otherwise agreed between the parties, should the stated seven-day period be exceeded, the charterer/shipper or the consignee shall pay the carrier a penalty of 12.5 Swiss francs per day for delay in returning the container belonging to him.

13. The carrier may insure his liability at his own discretion.

#### Article 14

##### Circumstances hindering carriage and discharge of goods

1. If, because of force majeure, circumstances that hinder carriage (ice drift, flood, inadequate water level), exceptional obstacles or other compelling reasons, navigation is halted, suspended or restricted and containers cannot be delivered by water to the port of destination, the carrier must immediately seek instructions from the shipper/charterer.

2. If the shipper/charterer does not, within 72 hours of receiving notification of the arising of hindrance to carriage, issue any instructions concerning containers or if his instructions cannot be carried out, the carrier may at his own discretion:

2.1 Await the end of the hindrance or the resumption of navigation, or until that time place the containers in storage in another port;

2.2 Return the containers to the port of shipment;

2.3 At the shipper's/charterer's expense and risk deliver the containers to the destination by other, and possibly more expensive means of transport.

3. If the containers cannot be discharged at the port of destination through circumstances independent of the carrier, the carrier shall be entitled to unload them at his discretion at another, possibly more distant point.

4. The carrier shall inform the shipper/charterer of the measures he takes in the event of hindrance to carriage.

5. All the carrier's expenses related to the awaiting of the shipper's/charterer's instructions and to the carrier's other action in connection with, and until the ending of the hindrances to carriage or discharge (paras. 1 to 3 and 10 of this article) shall be chargeable to the shipper/charterer.

6. In the event of circumstances preventing the delivery of containers (inability to ascertain who is the consignee, refusal to pay sums due to the carrier, etc.), the carrier must notify the shipper/charterer without delay that there are obstacles to the delivery of the containers and request appropriate instructions.

7. Loaded containers and the goods in them or empty containers that are undeliverable may be sold by the carrier, without any special agreement, in the following circumstances:

7.1 If the goods in the container are perishable;

7.2 If the cost of storage is likely significantly to exceed the value of the goods and the containers;

7.3 If the shipper/charterer does not take charge of the containers within a time-limit specified by the carrier.

In the circumstances referred to in paragraphs 7.1 and 7.2, the containers and goods may be sold without delay; in the circumstances referred to in paragraph 7.3, they may be sold no sooner than one week after expiry of the time-limit set by the carrier.

8. The proceeds from the sale of containers and goods in the circumstances referred to in paragraph 7 of this article shall, after deduction of all expenses relating to the carriage and sale not paid by the shipper/charterer, be placed at the disposal of the shipper/charterer. If the proceeds of the sale are insufficient, the shipper/charterer must make up the shortfall.

9. If the offering of containers and goods for sale is unsuccessful, the proceeds of the sale are insufficient or the containers are confiscated by the authorities or a court, the shipper/charterer must compensate the carrier for all expenses related thereto and for all other unpaid expenses arising from carriage.

10. If the original bill of lading has been handed over to the consignee and he will not take delivery of the container within the prescribed period or delivery cannot be effected for other reasons, the container shall be placed in storage at the risk and expense of the consignee, who must be informed of that fact. In such cases, the storage, placement in store and sale shall be subject as regards the consignee/charterer to the provisions of paragraphs 2, 7 and 9 of this article.



The shipper/charterer shall be liable to the carrier pursuant to the provisions of article 10, paragraph 8, for delay to the vessel resulting from the late taking-over of goods.

#### Article 15

##### Beginning and halting of navigation

The beginning and halting of navigation, and the suspension or restriction of carriage on particular sections of the River Danube shall be governed by article 14 of the Agreement on General Terms and Conditions.

#### Article 16

##### Repudiation of contract of carriage

1. Each of the parties shall, in the cases referred to in article 13, paragraphs 5.1 to 5.5, be entitled to repudiate a contract of carriage without having to compensate the other party for the losses connected therewith that arise prior to the vessel's departure from the port of loading.

In these circumstances the carrier shall not be liable for the costs of discharge.

2. If, once carriage has begun, a vessel finds itself unable to deliver containers to the port of destination because of circumstances referred to in paragraph 1 of this article, the carrier must immediately notify the shipper/charterer of that fact.

3. If within 72 hours of dispatch by the carrier of such notification no instructions are received from the shipper/charterer on what is to be done with the containers, or if, for reasons outside the carrier's control, the instructions cannot be carried out, the carrier may at his discretion act in accordance with the provisions of article 14, paragraphs 2.1 to 2.3.

4. The shipper/charterer must compensate the carrier for the container freight in proportion to the actual distance the goods have been carried by the time carriage is terminated in accordance with paragraph 2 of this article, and for all expenses relating to the 72-hour period of waiting for the shipper's/charterer's instructions concerning the goods.

The shipper/charterer shall also compensate the carrier for all expenses connected with the execution of his instructions or the carrying out of the actions referred to in article 14, paragraphs 2.1 to 2.3.

5. In the event of the vessel being laid up for the winter because of halting of navigation and the containers being stored on board the vessel or in warehouses in the port where the containers have of necessity to be unloaded, regardless of whether the storage was instituted on the instructions of the shipper/charterer or at the carrier's discretion, the shipper/charterer shall be exempt from all expenses for storage for the winter if the containers were accepted for carriage before 1 November.

The winter lay-up period shall be deemed to begin on the day the vessel is actually laid up for the winter and to end on the day of the official beginning of navigation in accordance with article 14, paragraph 2 of the Agreement on General Terms and Conditions.

Article 17

Claims, suits and arbitration

1. Any claim against the carrier shall be made by the consignee in writing and accompanied by the necessary documents, such as the bill of lading, delivery record, invoice, estimates of damage and other documents in support of the right to the claim.

2. The carrier must within three months of the day of receipt of a claim examine it and inform the claimant in writing whether he will satisfy the claim or reject it.

If the carrier rejects a claim, only partly satisfies it or fails to examine it in the prescribed time, the consignee shall be entitled to bring legal proceedings.

3. Legal proceedings arising from a contract of carriage of goods shall be conducted in the competent court at the defendant's place of registration. Subject to agreement of the carrier and the shipper, disputes between them may be heard before an arbitral organ approved by the parties.

4. The period of limitation for all claims by parties to the contract or third parties arising from a contract of carriage shall be one year. This period shall be calculated as follows:

4.1 For short delivery of, or damage to goods, and also for damage to the container - from the day of delivery to the consignee;

4.2 For total loss of goods or container - from the day when the container should have been delivered;

4.3 For non-payment of freight - from the day when the time-limit for payment expired;

4.4 For under- or over-payment of freight - from the day of the actual payment of carriage charges;

4.5 For all other claims - from the day of arising of the right to bring legal proceedings.

5. Unless otherwise provided by the national legislation of the country in which the suit is brought, the period of limitation shall be suspended during the time a claim is under consideration.

6. For each day's delay, the debtor party shall pay a penalty of 0.05% of the amount outstanding at the due date. The same condition shall apply to payments related to decisions of a court or arbitral organ.

7. Payments resulting from claims or legal proceedings in connection with freight shall be made in the currency of payment of the carriage.

Payments resulting from claims or legal proceedings in connection with loss of, or damage to goods and damage to containers shall, unless otherwise agreed, be made in the currency in which the goods or containers were acquired by the claimant.

#### Article 18

##### General average

When general average arises the Danube Rules for General Average, 1990 (annex 6 of the Agreement on General Terms and Conditions) shall be applied.

#### Article 19

##### Carrier's lien

To secure payment due to him under the terms of the present Agreement for freight, general average, supplementary dues, penalties, etc., the carrier shall have, in accordance with the law of the country where it is exercised, a lien on cargo and containers.

### PART B

#### TARIFF RATES AND CONDITIONS FOR THEIR APPLICATION

#### Article 20

##### Nomenclature of goods and tariff rating

1. The tariff rating of goods presented for carriage in containers shall be effected in accordance with schedule B of the Agreement on International Danube Freight Rates (the MGDT Agreement).
2. When goods not listed in schedule B of the MGDT Agreement are presented for carriage, they shall be rated in accordance with the first class of the MGDT, unless otherwise agreed between the charterer and the carrier.

#### Article 21

##### Calculation of freight charges

1. The freight charges for carriage in containers between the ports specifically referred to in tables 1 and 2 are fixed in roubles per TEU:  
  
for goods in MGDT tariff classes 1 to 3 - according to the rates in table 1;  
  
for goods in MGDT tariff classes 4 to 7 - according to the rates in table 2.

2. In the carriage of goods in 10-, 30- and 40-foot containers the rates in tables 1 and 2 are multiplied respectively by the factors 0.5, 1.5 and 2.0.

3. In instances when ports of loading and/or discharge on the River Danube are not mentioned in tables 1 and 2, the freight tariff rates for carriage of goods in containers shall be agreed between the charterer and the carrier on the basis of the rates in those tables and having regard to the location of the ports of loading and/or discharge on the River Danube.

4. The tariff rates are established for f.i.o. conditions, under which the carrier is exempt from charges relating to the loading and stowing of containers on the vessel and their discharge from the vessel.

The carrier is also exempt from fees relating to containers in ports of loading and discharge.

5. When goods of various descriptions are carried in the same container the freight charge for the container shall be determined from the tariff rate for the goods of the highest class contained in it.

6. The carrier shall be entitled to agree with the charterer a minimum number of containers to be taken on board a single vessel, and to fix an all-in freight charge for the shipload.

#### Article 22

##### Empty containers

1. Tariff rates for the carriage of empty TEU are fixed at 50% of the rates for the carriage of loaded containers in accordance with table 1.

2. In the carriage of empty 10-, 30- and 40-foot containers rates calculated in accordance with paragraph 1 are multiplied respectively by the factors 0.5, 1.5 and 2.0.

#### Article 23

##### Tariff reductions and surcharges

1. Shipping companies of countries in which Danubian ports of loading and discharge are located may, by bilateral agreement, apply reductions and surcharges to the rates set out in the present Agreement. Shipping companies which have reached agreement on the application of surcharges shall notify all the other shipping companies of that fact. Other shipping companies may apply rates lower than those agreed between the shipping companies of countries in which Danubian ports of loading and discharge are located only with the agreement of those two shipping companies.

2. In periods of inadequate water level preventing the navigation of vessels with a draught of more than 160 cm, the carrier shall be entitled to apply surcharges to the existing rates. In instances when water level prevents the navigation of vessels with a draught of more than 140 cm, the carrier shall be entitled either to apply surcharges or to repudiate the contract of carriage.

The level of surcharges shall be agreed between the carrier and the charterer in accordance with the provisions of paragraph 1 of this article.

3. When the port of destination of a cargo under way is changed pursuant to article 11, paragraph 1 (if such change has been accepted by the carrier), the freight shall be calculated as follows:

should the new port of destination be nearer than the originally stated destination - at the tariff rates for carriage to the original port of destination;

should the new port of destination be further than the originally stated destination - at the tariff rates for carriage to the new port of destination.

#### PART C

#### FINAL PROVISIONS

##### Article 24

##### Conditions for the carriage of medium-cube containers

This Agreement shall also apply to the carriage of medium-cube containers of from 2.0 to 5.0 tonnes gross mass. Tariff rates for the carriage of such containers are set out in tables 3 to 6.

##### Article 25

##### Amendments and additions

Amendments and additions to the present Agreement shall be subject to examination and approval by the Conference of Directors of the Danube shipping companies parties to the Bratislava Agreements.

##### Article 26

##### Entry into force of the Agreement

1. The present Agreement shall enter into force and be applied on 1 January 1991 and is concluded for an indefinite period. With the conclusion of this Agreement, the Agreement on General Conditions for the Carriage of Large-cube Containers, 1984, lapses.

2. Each of the contracting shipping companies may withdraw from the present Agreement six months from the date of written notification of its withdrawal to the other shipping companies.

Withdrawal from the Agreement shall not relieve parties from liability in respect of obligations arising when they were parties to the Agreement.

Article 27

Depositary

The present Agreement was signed at Neptun, Romania on 28 September 1990 in one copy in the Russian language and has been deposited with the Czechoslovak Danube Steamship Company (CSPD), which shall issue certified copies of the Agreement to each of the shipping companies signatories to it.

Done at Neptun (Romania), 28 September 1990

ANNEX 1  
to the Agreement

Name and address of shipper		Bill of lading for container carriage No.	
Name and address of consignee		Name of shipping company	
Name and address of person to be notified		The containers are carried subject to the Agreement on Carriage of High-cube Containers in International Carriage of Goods on the River Danube	
Vessel and owner			
Port of loading			
Port of discharge			
Container	Description of goods and type of packaging	Number of containers	Gross mass, kg
Type Owner's mark and number Mass, kg: empty gross			
Seal			
Impression and No. Date of affixing			
Notes on opening of container <u>en route</u> Port Impression and No. of seal removed Impression and No. of reattached seal Date Signature                      Stamp		Calculation of freight and dues	
Payment instructions		Place where agreed Date	
Addenda		Signatures	





ANNEX 3  
to the Agreement

NAME OF SHIPPING COMPANY  
CONTAINER HANDING-OVER CERTIFICATE

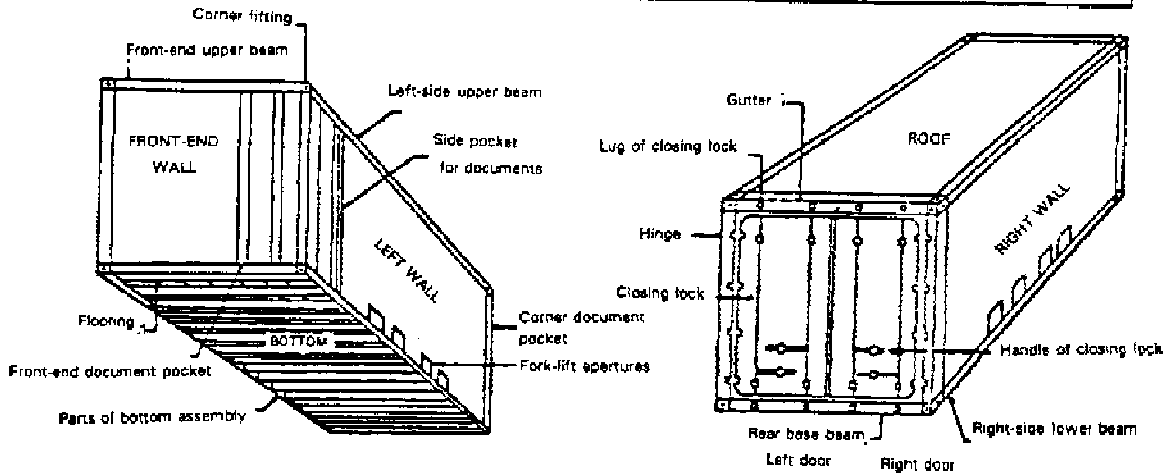
CONTAINER  Type _____  No. _____	DATE			PLACE OF HANDING OVER	
	Day	Month	Year	Port	
	Shift			Berth	

loaded  
 loading

empty  
 discharge

TRANSFEROR (or his agent)

RECIPIENT (or his agent)



SYMBOLS FOR USE IN DESIGNATING DAMAGE DISCOVERED  
ON SUPERFICIAL EXAMINATION OF CONTAINER

D - denting  
H - hole  
B - broken  
G - gap  
GH - gash  
R - rust

BE - bent  
S - scratched  
NS - not secure  
M - missing

FOR THE TRANSFEROR

Except as noted above,  
the container was handed  
over in good order.

Signature \_\_\_\_\_

FOR THE RECIPIENT

Except as noted above,  
the container was handed  
over in good order.

Signature \_\_\_\_\_

TABLE 1  
TARIFF RATES FOR CARRIAGE OF GOODS OF CLASSES 1-3 IN 20-FOOT CONTAINERS, Swiss Francs per container  
From 1 January 1991

Port of dispatch	Port of destination																		
	Sulina	Ust-Dunaisk	Izmail	Reni	Galați	Brăila	Giurgiu	Ruse	Lom	Turnu-Severin	Belgrade	Budapest	Bratislava	Vienna	Krems	Linz	Passau-Schalding	Deggendorf	Regensburg
Sulina	333	333	323	333	-	-	-	450	520	-	653	840	918	970	1 023	1 175	1 278	1 315	1 395
Ust-Dunaisk	333	-	-	-	290	298	453	453	523	560	655	845	923	975	1 028	1 180	1 283	1 320	1 400
Izmail	300	-	-	-	273	278	415	415	488	540	633	825	898	948	1 013	1 155	1 260	1 305	1 375
Reni	313	-	-	-	253	258	403	403	478	523	610	795	883	930	988	1 133	1 238	1 280	1 355
Galati	-	268	255	240	-	-	-	500	428	-	598	793	875	925	980	1 123	1 230	1 273	1 345
Brăila	-	268	255	248	-	-	-	348	423	-	588	785	870	918	975	1 118	1 218	1 268	1 343
Giurgiu	-	380	333	323	-	-	-	248	370	-	478	668	760	805	873	1 010	1 118	1 163	1 233
Ruse	378	380	333	323	298	298	240	-	-	428	478	668	760	805	873	1 010	1 118	1 163	1 233
Lom	435	438	388	380	348	348	303	-	403	448	448	585	675	720	790	930	1 035	1 080	1 150
Turnu-Severin	-	473	428	415	-	-	-	350	300	430	430	520	613	655	725	870	975	1 018	1 090
Belgrade	513	515	475	455	453	450	383	383	353	343	448	448	535	578	653	793	898	938	1 013
Budapest	645	648	610	593	585	578	520	520	468	430	380	448	478	493	558	628	723	765	833
Bratislava	705	708	655	643	633	628	563	563	503	475	428	380	380	343	368	483	585	625	595
Vienna	715	720	665	653	643	638	570	570	523	483	435	388	290	-	-	-	523	560	633
Krems	735	740	683	668	660	655	618	618	558	543	525	448	298	-	-	-	438	480	548
Linz	753	758	748	725	720	715	653	653	618	568	548	468	338	-	-	-	383	415	478
Passau-Schalding	833	838	825	813	798	795	738	738	690	653	608	480	413	388	353	298	-	-	-
Deggendorf	853	858	848	833	825	823	763	763	710	673	628	503	433	410	373	313	-	-	-
Regensburg	398	903	890	875	868	858	795	795	750	710	665	535	468	448	410	380	-	-	-

CARRIAGE DOWNSTREAM

TABLE 2  
TARIFF RATES FOR CARRIAGE OF GOODS OF CLASSES 4-7 IN 20-FOOT CONTAINERS, Swiss Francs per container

From 1 January 1991

Port of dispatch	Port of destination														CARRIAGE UPSTREAM				
	Sulina	Ust-Dunaisk	Izmail	Reni	Galati	Braila	Giurgiu	Ruse	Lom	Turnu-Severin	Belgrade	Budapest	Bratislava	Vienna		Krems	Linz	Passau-Schalding	Deggendorf
Sulina	230	223	230	-	-	-	-	310	348	-	405	523	570	600	638	720	788	810	850
Ust-Dunaisk	230	-	-	178	183	313	350	368	408	525	573	603	643	723	790	815	858	-	-
Izmail	215	-	-	168	173	255	290	335	388	503	558	583	628	713	778	803	843	-	-
Reni	218	-	-	165	168	248	280	315	368	490	545	570	615	698	760	780	830	-	-
Galati	-	170	163	-	-	-	223	270	365	488	538	563	610	693	753	783	828	-	-
Braila	-	170	163	-	-	-	223	263	363	483	535	560	603	683	750	780	823	-	-
Giurgiu	-	275	225	223	-	-	158	230	295	415	468	490	538	623	690	715	755	-	-
Ruse	273	275	225	223	200	158	-	238	295	415	468	490	538	623	690	715	755	-	-
Lom	300	303	263	255	223	210	-	188	238	360	415	443	488	570	630	660	708	-	-
Turnu-Severin	-	333	290	280	-	-	210	188	230	315	378	405	453	535	600	625	665	-	-
Belgrade	358	360	313	305	280	255	223	205	270	325	355	405	483	578	628	-	-	-	-
Budapest	403	405	368	363	360	315	285	263	233	238	270	323	388	448	475	518	-	-	-
Bratislava	448	450	403	398	388	348	313	293	263	218	230	253	298	360	388	430	-	-	-
Vienna	468	470	425	410	398	360	323	298	278	233	210	223	270	323	353	393	-	-	-
Krems	520	523	478	470	443	413	393	363	355	293	223	-	-	280	303	340	-	-	-
Linz	528	530	488	480	468	430	403	380	360	295	233	-	-	275	280	290	-	-	-
Passau-Schalding	548	550	503	495	493	453	452	400	368	305	265	255	238	230	-	-	-	-	-
Deggendorf	56	568	520	515	505	468	453	413	385	315	275	263	250	240	-	-	-	-	-
Regensburg	585	588	545	538	528	488	455	435	413	335	293	275	265	255	-	-	-	-	-

CARRIAGE DOWNSTREAM

TABLE 3

TARIFF RATES FOR CARRIAGE OF GOODS OF CLASSES 1-3 IN CONTAINERS  
OF 2.0 (3.0)t GROSS MASS, Swiss Francs per container

From 1 January 1991

Port of dispatch	Port of destination														Regensburg							
	Sulina	Ust-Dunaisk	Izmail	Reni	Galati	Braila	Giurgiu	Ruse	Lom	Turnu-Severin	Belgrade	Budapest	Bratislava	Vienna		Krems	Bratislava	Vienna	Krems	Linz	Passau-Schalding	Deggendorf
Sulina	63.30	61.30	63.30	-	-	-	85.50	98.80	-	124.00	159.50	174.30	184.30	194.30	223.30	242.80	249.80	265.00				
Ust-Dunaisk	63.30	-	-	55.00	56.50	86.00	86.00	99.30	106.50	124.50	160.50	175.30	185.30	195.30	224.30	243.80	250.80	266.00				
Izmail	57.00	-	-	51.80	52.80	78.80	78.80	92.80	102.50	120.30	156.80	170.50	180.00	192.50	219.50	239.50	248.00	261.30				
Reni	59.50	-	-	48.00	49.00	76.50	76.50	90.80	99.30	116.00	151.00	167.80	176.80	187.80	215.30	235.30	243.30	257.50				
Galati	-	50.80	48.50	45.50	-	-	95.00	81.30	-	113.50	150.50	166.30	175.80	186.30	213.30	233.80	241.80	255.50				
Braila	-	50.80	48.50	47.00	-	-	66.00	80.30	-	111.80	149.30	165.30	174.30	185.30	212.30	231.30	240.80	255.00				
Giurgiu	-	72.30	63.30	61.30	-	-	47.00	70.30	-	90.80	126.80	144.50	153.00	165.80	192.00	212.30	221.00	234.30				
Ruse	71.80	72.30	63.30	61.30	56.50	45.50	-	-	81.30	90.80	126.80	144.50	153.00	165.80	192.00	212.30	221.00	234.30				
Lom	82.80	83.30	73.80	72.30	66.00	57.50	-	-	76.50	85.00	111.30	128.30	136.80	150.00	176.80	196.80	205.30	218.50				
Turnu-Severin	-	89.80	81.30	78.80	-	-	66.50	57.00	-	81.80	98.80	116.50	124.50	137.80	165.30	185.30	193.30	207.00				
Belgrade	97.50	97.80	90.30	86.50	86.00	72.80	72.80	67.00	65.00	81.80	98.80	116.50	109.80	124.00	150.50	170.50	178.30	192.50				
Budapest	122.50	123.00	116.00	112.50	111.30	98.80	98.80	88.80	81.80	72.30	90.80	90.80	93.50	106.00	119.30	137.30	145.30	158.30				
Bratislava	134.00	134.50	124.50	122.00	120.30	107.00	107.00	95.50	90.30	81.30	72.30	72.30	65.00	69.80	91.80	111.30	118.30	132.00				
Vienna	135.80	136.80	126.30	125.00	122.00	108.30	108.30	99.30	91.80	82.80	73.80	55.00	-	-	-	99.30	106.50	120.30				
Krems	139.80	140.50	129.80	126.80	125.50	117.30	117.30	106.00	103.00	99.80	85.00	56.50	-	-	-	83.30	91.30	104.00				
Linz	143.00	144.00	142.00	137.80	136.80	124.00	124.00	117.30	107.80	104.00	88.80	64.30	-	-	-	72.80	78.80	90.80				
Passau-Schalding	158.30	159.30	156.80	154.50	151.50	140.30	140.30	131.00	124.00	115.50	91.30	78.50	73.80	67.00	56.50	-	-	-				

Deggendo rf	162.00	163.00	161.00	158.30	156.80	156.30	145.00	145.00	135.00	127.80	119.30	95.50	82.30	78.00	70.80	59.50	-	-
Regensburg	170.50	171.50	169.00	166.30	164.80	163.00	151.00	151.00	142.50	135.00	126.30	101.80	88.80	85.30	78.00	72.30	-	-
CARRIAGE DOWNSTREAM																		

TABLE 4  
TARIFF RATES FOR CARRIAGE OF GOODS OF CLASSES 4-7 IN CONTAINERS OF 2.0 (3.0) t GROSS MASS,  
Swiss Francs per container  
From 1 January 1991

Port of dispatch	Port of destination																		
	Sulina	Ust-Dunaisk	Izmail	Reni	Galati	Brăila	Giurgi	Ruse	Lom	Turnu-Severin	Belgrade	Budapest	Vienna	Krems	Linz	Passau-Schalding	Deggendorf	Regensburg	
Sulina	43.80	42.30	43.80	-	-	-	-	59.00	66.00	-	77.00	99.30	108.30	114.00	121.30	136.80	149.80	154.00	162.00
Ust-Dunaisk	43.80	-	-	33.80	34.80	34.80	59.50	59.50	66.50	69.80	77.50	99.80	108.80	114.50	122.00	137.30	150.00	154.80	163.00
Izmail	40.80	-	-	31.80	32.80	32.80	48.50	48.50	55.00	63.80	73.80	95.50	106.00	110.80	119.30	135.50	147.80	152.50	160.00
Reni	41.30	-	-	31.30	31.80	31.80	47.00	47.00	53.00	59.80	69.80	93.00	103.50	108.30	116.80	132.50	144.50	150.00	157.80
Galati	-	32.30	31.00	30.50	-	-	-	42.30	51.30	-	69.30	92.80	102.30	107.00	116.00	131.50	143.00	148.80	157.30
Brăila	-	32.30	31.30	31.00	-	-	-	42.30	50.00	-	69.00	91.80	101.80	106.50	114.50	129.80	142.50	148.30	156.30
Giurgiu	-	52.30	42.80	42.30	-	-	-	30.00	43.80	-	56.00	78.80	88.80	93.00	102.30	118.30	131.00	135.80	143.50
Ruse	51.80	52.30	42.80	42.30	38.00	38.00	30.00	-	-	45.30	56.00	78.80	88.80	93.00	102.30	118.30	131.00	135.80	143.50
Lom	57.00	57.50	50.00	48.50	42.30	42.30	40.00	-	35.80	45.30	45.30	68.50	78.80	84.00	92.80	108.30	119.80	125.50	134.50
Turnu-Severin	-	63.30	55.00	53.30	-	-	-	40.00	35.80	43.80	43.80	59.80	71.80	77.00	86.00	101.80	114.00	118.80	126.30
Belgrade	68.00	68.50	59.50	58.00	53.30	53.30	48.50	48.50	42.30	39.00	44.30	51.30	61.80	67.50	77.00	91.80	104.00	109.80	119.30
Budapest	76.50	77.00	69.80	69.00	68.50	67.50	59.80	59.80	54.30	50.00	44.30	45.30	51.30	61.30	73.80	85.00	90.30	98.30	98.30

Bratislava	85.00	85.50	76.50	75.50	73.80	72.80	66.00	56.00	59.50	55.50	41.30	43.80	48.00	56.50	68.50	73.50	81.80
Vienna	88.80	89.30	80.80	78.00	75.50	74.50	68.50	58.50	61.30	56.50	44.30	40.00	-	-	61.30	67.00	74.50
Krems	98.80	99.30	90.80	89.30	84.00	82.80	78.50	78.50	74.50	69.00	55.50	42.30	-	-	53.30	57.50	64.50
Linz	100.30	100.80	92.80	91.30	88.80	87.00	81.80	81.80	76.50	72.30	56.00	44.30	-	-	52.30	53.30	55.00
Passau-Schalding	104.00	104.50	95.50	94.00	93.50	93.00	86.00	86.00	80.80	76.00	58.00	50.30	45.30	43.80	-	-	-
Deggendorf	107.30	107.80	98.80	97.80	96.00	95.50	88.80	88.80	82.80	78.50	59.80	52.30	72.50	45.50	-	-	-
Regensburg	111.30	111.80	103.50	102.30	100.30	99.80	92.80	92.80	86.50	82.80	63.80	55.50	50.30	48.50	-	-	-
CARRIAGE DOWNSTREAM																	

TABLE 5

TARIFF RATES FOR CARRIAGE OF GOODS OF CLASSES 1-3 IN CONTAINERS OF 5.0 t GROSS MASS,  
Swiss Francs per container

From 1 January 1991

Port of dispatch	Port of destination																		
	Sulina	Ust-Dunaisk	Izmail	Reni	Galati	Brăila	Giurgiu	Ruse	Lom	Turnu-Severin	Belgrade	Budapest	Bratislava	Vienna	Krems	Linz	Passau-Schalding	Deggendorf	Regensburg
Sulina	123.00	119.30	123.00	-	-	-	-	166.50	192.50	-	241.50	310.80	339.50	359.00	378.30	434.80	472.80	486.80	516.30
Ust-Dunaisk	123.00	-	-	107.30	110.00	102.80	167.50	167.50	193.30	207.30	242.30	312.80	341.30	360.80	380.30	436.50	474.50	488.50	518.00
Izmail	111.00	-	-	100.80	102.80	102.80	153.50	153.50	180.50	199.80	234.00	305.30	332.00	350.50	374.80	427.30	466.30	482.80	508.80
Reni	115.80	-	-	93.50	95.30	95.30	149.00	149.00	176.80	193.30	225.80	294.30	326.50	344.00	365.50	419.00	458.00	473.50	501.30
Galati	-	99.00	94.30	88.80	-	-	-	185.00	158.30	-	221.00	293.30	323.80	342.30	362.50	415.30	455.00	470.80	497.80
Brăila	-	99.00	94.30	91.50	-	-	-	128.50	156.30	-	217.50	290.50	322.00	339.50	360.80	413.50	450.50	469.00	496.80
Giurgiu	-	140.50	123.00	119.30	-	-	-	91.50	137.00	-	176.80	247.00	281.30	297.80	322.80	373.80	413.50	430.30	456.00
Ruse	139.80	140.50	123.00	119.30	110.00	110.00	88.80	-	-	158.30	176.80	247.00	281.30	297.80	322.80	373.80	413.50	430.30	456.00
Lom	161.00	162.00	143.50	140.50	128.50	128.50	112.00	-	-	149.00	165.50	216.50	249.80	266.50	292.30	344.00	383.00	399.50	425.50
CARRIAGE UPSTREAM																			

Turnu-Severin	-	174.80	158.30	153.50	-	-	129.50	111.00	159.00	192.50	226.80	242.30	268.30	322.00	360.80	376.50	403.30
Belgrade	189.80	190.50	175.80	168.30	167.50	141.50	141.50	130.50	126.80	165.50	198.00	213.80	241.50	293.30	332.00	347.00	374.80
Budapest	238.80	239.50	225.80	219.50	216.50	192.50	192.50	175.00	140.50	159.00	176.80	182.30	206.30	232.30	267.30	283.00	308.00
Bratislava	260.80	261.80	242.30	237.80	234.00	208.30	208.30	186.00	175.80	159.00	140.50	126.80	136.00	178.50	216.50	231.30	257.30
Vienna	264.50	266.50	246.00	241.50	237.80	211.00	211.00	193.30	178.50	161.00	143.50	107.30	-	-	193.30	207.30	234.00
Krems	272.00	273.80	252.50	247.00	244.30	228.50	228.50	206.30	200.80	194.30	110.00	-	-	-	162.00	177.50	202.50
Linz	278.50	280.30	276.50	268.30	267.50	241.50	241.50	228.50	210.00	202.50	125.00	-	-	-	141.50	153.50	176.80
Passau-Schalding	308.00	310.00	305.30	300.80	295.00	273.00	273.00	255.30	241.50	224.80	152.80	143.50	130.50	110.00	-	-	-
Deggendorf	315.50	317.50	313.50	308.00	305.30	282.30	282.30	262.80	248.80	232.30	160.00	151.80	137.80	115.80	-	-	-
Regensburg	332.00	334.00	329.30	323.80	321.00	294.30	294.30	277.50	262.80	246.00	173.00	165.50	151.80	140.50	-	-	-
CARRIAGE DOWNSTREAM																	

TABLE 6

TARIFF RATES FOR CARRIAGE OF GOODS OF CLASSES 4-7 IN CONTAINERS OF 5.0 t GROSS MASS.

Swiss Francs per container

From 1 January 1991

Port of dispatch	Port of destination																		
	Sulina	Ust-Dunaisk	Izmail	Reni	Galatz	Braila	Giurgiu	Ruse	Lom	Turnu-Severin	Belgrade	Budapest	Bratislava	Vienna	Krems	Linz	Passau-Schalding	Deggendorf	Regensburg
Sulina	85.00	85.00	82.30	85.00	-	-	-	114.80	128.50	-	149.80	193.30	211.00	222.00	236.00	266.50	291.50	299.80	315.50
Ust-Dunaisk	85.00	-	-	-	65.80	67.50	115.80	115.80	129.50	136.00	150.80	194.30	211.80	223.00	237.80	267.30	292.30	301.50	317.30
Izmail	79.50	-	-	-	62.00	63.80	94.30	94.30	107.30	124.00	143.50	186.00	206.30	215.50	232.30	263.80	287.00	297.00	311.80
Reni	80.50	-	-	-	61.00	62.00	91.50	91.50	103.50	116.50	136.00	181.30	201.80	211.00	227.50	258.00	281.30	292.30	307.00
Galatz	-	63.00	60.30	59.30	-	-	-	82.30	100.00	-	135.00	180.50	199.00	208.30	225.80	256.30	278.50	289.50	306.30
Braila	-	63.00	61.00	60.30	-	-	-	82.30	97.30	-	134.30	178.50	198.00	207.30	223.00	252.50	277.50	288.50	304.30

CARRIAGE UPSTREAM

Giurgiu	-	101.80	83.30	82.30	-	-	58.30	85.00	-	109.30	155.30	173.00	181.30	199.00	230.30	255.30	264.50	279.30
Ruse	100.80	101.80	83.30	82.30	74.00	74.00	58.30	-	88.00	109.30	153.50	173.00	181.30	199.00	230.30	255.30	264.50	279.30
Lom	111.00	112.00	97.30	94.30	82.30	82.30	77.80	-	69.50	88.00	133.30	153.50	163.80	180.50	211.00	233.00	244.30	261.80
Turnu-Severin	-	123.00	107.30	103.50	-	-	-	77.80	69.50	85.00	116.50	139.80	149.80	167.50	198.00	222.00	231.30	246.00
Belgrade	132.30	133.30	115.80	112.80	103.50	103.50	94.30	82.30	75.80	-	100.00	120.30	131.30	149.80	178.50	202.50	213.80	232.30
Budapest	149.00	149.80	136.00	134.30	133.30	131.30	116.50	105.50	97.30	86.00	-	88.00	100.00	119.30	143.50	165.50	175.80	191.50
Bratislava	165.50	166.50	149.00	147.00	143.50	141.50	128.50	115.80	108.30	97.30	80.50	-	85.00	93.50	110.00	133.30	143.50	159.00
Vienna	173.00	174.00	157.30	151.80	147.00	145.30	133.30	133.30	110.00	102.80	86.00	77.80	-	-	-	119.30	130.50	145.30
Krems	192.50	193.30	176.80	174.00	163.80	161.00	152.80	145.30	134.30	131.30	108.30	82.30	-	-	-	103.50	112.00	125.80
Linz	195.30	196.00	180.50	177.50	173.00	169.30	159.00	149.00	140.50	133.30	109.30	86.00	-	-	-	101.80	103.50	107.30
Passau-Schaiding	202.50	203.50	186.00	183.30	182.30	181.30	167.50	157.30	148.00	136.00	112.80	98.00	94.30	88.00	85.00	-	-	-
Deggendorf	209.00	210.00	192.50	190.50	186.80	186.00	173.00	161.00	152.80	142.50	116.50	101.80	97.30	92.50	88.80	-	-	-
Regensburg	216.50	217.50	201.80	199.00	195.30	194.30	180.50	168.30	161.00	152.80	124.00	108.30	101.80	98.00	94.30	-	-	-
	CARRIAGE DOWNSTREAM																	