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## Economic Commission for Europe

### Inland Transport Committee

#### Working Party on Rail Transport

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

###### Fifth session

Geneva, 4–5 July 2013

Item 6 of the provisional agenda

**Analysis of existing international modal transport conventions (rail, road, air, inland water and maritime transport) and related agreements – What exists at present, what is addressed and how is it done?**

### **Analysis of existing international modal transport conventions (rail, road, air, inland water and maritime transport) and related agreements**

#### Note by the secretariat

## I. Mandate

1. In accordance with the Joint Declaration signed during the Ministerial session of the seventy-fifth Inland Transport Committee (ECE/TRANS/2013/2) the Group of Experts should review existing international arrangements and legal instruments covering all modes of transport with a view to identifying elements and mechanisms as well as best practices that could be relevant for establishing a unified railway regime.

2. The present document has been prepared by the UNECE secretariat to provide an overview of comparable provisions in existing civil liability regimes covering the international transport of goods by rail, road, inland water, air and maritime:

- Convention on International Carriage by Rail (COTIF/CIM) of 1980, as amended by the Vilnius Protocol in force from 1 July 2006;
- Agreement on International Goods Transport by Rail (SMGS) of 1951;
- Convention on the Contract for the International Carriage of Goods by Road (CMR) of 1956 and Protocol to the CMR Convention of 1980;

- Budapest Convention on the Contract for the Carriage of Goods by Inland of Waterways of 2001 (CMNI);
  - Convention for the Unification of Certain Rules for International Carriage by Air of 1999 (Montreal Convention);
  - Convention for the Unification of Certain Rules Relating to International Carriage by Air of 1929 (Warsaw Convention);
  - The Hague-Visby Rules of 1924 as amended by the Brussels Protocol of 1968.
3. The document does not review relevant provisions of the Rotterdam Rules covering multimodal transport including a sea leg (not yet in force) nor does it review contractual and so-called “soft-law” arrangements governing freight forwarders, shippers and transport operators within transport chains.
4. On the basis of this document, the Group of Experts may wish to consider elements, procedures and best practices that may be applicable to railways and should be taken up for further study by designated experts.

<i>Regime</i>	<i>COTIF/CIM (Protocol 1999)</i>	<i>SMGS Agreement (15.10.2012)</i>	<i>CMR Convention</i>	<i>CMNI</i>	<i>Montreal Convention</i>	<i>Warsaw Convention</i>	<i>Hague Rules</i>
<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
<b>Date</b>	9 May 1980- 3 June 1999 (protocol)	1 November 1951	19 May 1956	12 August 1999	28 Mai 1999	12 October 1929	25 August 1924; as amended by Brussels Protocol 1968
<b>Scope of application</b>	Appendix B – CIM, Article 1, International	International, Art. 2 § 1: Network of members of the Agreement	International, Art. 1	Art. 2: International; one State must be Contracting Party; Art. 2 § 2: Without transhipment	International, Art. 1	International, Art. 1 § 1	International, Art. 10
<b>Period of application</b>	Art. 23 § 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	Art. 8 § 5: Time between station of departure and station of destination	Art. 17 § 1: From taking over until delivery	Art. 3 § 2: Unless otherwise agreed, the taking over and delivery of the goods shall take place on board the vessel	Carriage by air comprising the period during which the cargo is in charge of the carrier (Art. 18 §§ 1, 3)	Art. 18: From acceptance through delivery or release during carriage by air	Art. 1 (e): From loading of goods until discharging from the ship; Art. 3 § 1: Special responsibilities before the beginning of the voyage
<b>Contract of carriage</b>	Based on consent Art. 6 § 2: - contract must be confirmed by a consignment note; - the absence,	Art. 7: Contract must be confirmed by a consignment note; §§ 2, 3, 5 regulate language, form and completion of	Art. 4: Confirmation by consignment note	Art. 11 § 1: Transport document; bill of lading requested if required	Art. 4: Air waybill shall be delivered	Art. 5: Air waybill required if requested, is prima facie evidence (Art. 11 § 1)	Art.1 (b): Bill of lading required

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<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
	irregularity or loss of the consignment note shall not affect the existence or validity of the contract;  Art. 12 § 1: Consignment note shall be prima facie evidence of conclusion and conditions of the contract and the taking over of the goods by the carrier	consignment note  Art. 20: The right and procedure to change contract of carriage					
<b>Basis of liability</b>	Art. 23 § 1: Strict liability for loss or damage resulting from the total or partial loss of, or damage to, the goods and for the loss or damage resulting from the transit period being exceeded;  Art. 24 § 1: Presumed liability for the loss or damage resulting from the loss of, or damage to, the vehicle or to its removable parts and for loss or damage resulting	Art. 22 §§ 1, 2, 3: Strict responsibility for delivery of cargo at station of destination, including provisions for cases where other railways are involved that are not part of the Agreement;  Art. 23 § 1: Railways are responsible for delay in the delivery of goods and for damage caused by complete or partial	Art. 17: Presumed fault of carrier for loss, damage, delay;  Art. 11 § 3: Carrier's liability shall be that of an agent for the consequences arising from the loss or incorrect use of documents;  Art. 12 § 7: For failure to carry out instructions	Art. 16: Presumed liability of carrier for loss resulting from loss, damage, delay;  Art. 27 § 2: No liability for damages caused by nuclear accidents	Art. 18 § 1: Presumed fault for damage resulting from destruction or loss of cargo;  Art. 19: Presumed fault for delay;  Art. 10 § 3: Liable for irregularity, incorrectness or incompleteness of the statement inserted in air waybill by carrier	Art. 18: Presumed fault of carrier for loss, damage, delay (Art. 19);  Art. 21: Court may exonerate wholly or partly on finding claimant negligent;  Art. 18 § 3: If carriage by land, sea or river performed outside an aerodrome for the purpose of loading, delivery or transshipment then damage is presumed, subject	Art. 4: For loss or damage

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<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
	<p>from exceeding the transit period, unless he proves that the loss or damage was not caused by his fault;</p> <p>Art. 31 § 1: Restricted liability for wastage in transit only if wastage exceeds specific allowances;</p> <p>Art. 15 § 3: 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;</p> <p>Art. 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;</p> <p>Art. 19 § 7: If the carrier implements the consignor's</p>	<p>loss, lack of mass, injury, damage and deterioration of the quality of cargo from the time the cargo was received until the time cargo was delivered to station of destination;</p> <p>Art. 26 §§ 1, 2: Amount of compensation in case of damage, deterioration or other decline in quality of cargo;</p>				<p>to prove the contrary, as result of an event during the carriage by air;</p> <p>Art. 12 § 3: Carrier liable if obeying orders of consignor without requiring production of air consignment note</p>	

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	subsequent modifications without requiring the production of the duplicate of the consignment note, he is liable to the consignee for any loss or damage sustained by him if the duplicate has been passed on to the consignee						
<b>Delay in delivery</b>	(a) not within agreed transit period (compare Art. 16 § 1)  (b) In the absence of an agreement, the transit period must not exceed that which would result from the application of §§ 2 to 4  (c) Art. 16 § 2 determines the maximum transit periods	Art. 11 § 2: Railways are not responsible for delays arising from insufficient or incorrect documents attached to the consignment note;  Art. 14 §§ 1–7: Calculation of delivery times of cargo;  Art. 17 § 6: The cargo is considered as “lost” if it has not been delivered to the beneficiary within 30 days of the expiration date of delivery, calculated in accordance with	Art. 19: (a) not within agreed time-limit  (b) actual duration of carriage exceeds time needed by a diligent carrier	Art. 5: After time limit which could reasonably be required of a diligent carrier		No provision	Delay excluded

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		<p>Article 14, and the destination station has inserted "Goods not arrived" in column "Description of the goods" in the consignment note;</p> <p>Art. 20 § 13: No responsibility of railways for delay in carriage or delivery of cargo due to change in contract;</p> <p>Art. 21 § 1 and 7: Delay of delivery due to obstacles in transportation;</p> <p>Art. 23 § 1 and 5: Limitations of liability regarding delays in delivery;</p> <p>Art. 27 § 1: Amount of compensation for delay in delivery</p>					
<b>Liability for indirect or consequential loss</b>	Art. 35: In case of interest in delivery, in case of loss, damage or exceeding of the transit period	Art. 10 §§ 1 and 5: Value of cargo and interest in delivery	Art. 23 § 4: Carriage charges, Custom duties			Art. 19: Liable for damage occasioned by delay in carriage, no restriction	

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<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
<b>Burden of proof</b>	<p>Art. 25 § 1: On railway to prove that the loss, damage, exceeding the transit period is due to clauses specified in Art. 23 § 2</p> <p>Art. 25 § 2: On claimant to prove that loss or damage was not attributable to a risk of Art. 23 § 3</p>	<p>Art. 18 § 1: Commercial act for railways to prove</p>	<p>Art. 18 § 1: On carrier to prove that it was not at fault;</p> <p>Art. 18 § 2: On claimant to prove that loss referred to in Art. 17 § 4 was not attributable to one of this risks</p>	<p>Art. 16: Carrier can show that a diligent carrier could not have prevented the loss</p>	<p>Art. 18 § 2: On carrier;</p> <p>Art. 20: On carrier to prove that damage was caused by claimant</p>	<p>Art. 20 § 1: On carrier to prove that he took all necessary measures or that it was impossible to take such measures</p>	<p>Art. 4 § 1: On carrier;</p> <p>Art. 4 § 2: On person claiming benefit of this exception</p>
<b>Limitations of liability</b>	<p>Art. 30 § 2: 17 SDR/kg of gross mass short SDR=Special Drawing Right as defined by the International Monetary Fund (IMF);</p> <p>Art. 33 § 1: 4x the carriage charges for delay If loss or damage results from the transit period being exceeded;</p> <p>Art. 33 § 3: For partial loss caused by delay, 4x the carriage charges in respect of that part of the</p>	<p>Art. 23 § 2: In any case railways are not liable to pay damages greater than the total loss of cargo;</p> <p>Art. 24 §§ 1–3: Limitation of liability for shortage of cargo weight;</p> <p>Art. 25 § 1: At full or partial loss of goods carried with the declared value, railways compensate the sender or recipient for the insured value or its proportion</p>	<p>Art. 23 § 3: Replaced by Protocol to CMR of 28.12.1980: Compensation shall not exceed 8.33 SDR/kg of gross weight short;</p> <p>Art.23 § 5: Delay in delivery: 1x carriage charges</p>	<p>Art. 20 § 1, Art. 28: 666.67 SDR/package or other shipping unit or 2 SDR/kg of weight, whichever is the higher;</p> <p>1,500 SDR for the container without the goods it contains and, in addition, the amount of 25,000 SDR for the goods which are in the Container;</p> <p>Art. 20 § 3: Delay in delivery : 1x value of the freight and limitation established for total loss</p>	<p>Art. 22 § 3: 17 SDR/kg;</p>	<p>Art. 22 § 2 (b) : 17 SDR/kg;</p>	<p>Art. 4 § 5 (a): 2 SDR/kg or 666.67 SDR/package</p>



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	consignment which has not been lost	<p>corresponding to the lost part of the load.</p> <p>At full or partial loss of household effects whereby the sender has inserted in the delivery note under "Special statements of sender" the notion "without declaration of value", the railways compensate the sender or recipient at the rate of 6 Swiss francs per kg of lost cargo;</p> <p>Art. 26 §§ 3 and 4: The amount of compensation in case of damage, deterioration or other decline in quality of cargo;</p> <p>Art. 27 § 1: Amount of compensation for delay in delivery</p>					
<b>Loss of right to limit responsibility</b>	Art. 36: If proved that loss or damage results from an act or omission, which carrier has	Art. 27 § 5: Bilateral or other agreements	Art. 29 § 1: If caused by wilful misconduct or by defaults on his part as is considered as equivalent to wilful	Art. 21: If carrier caused the damage intentionally or recklessly and with the knowledge that such damage would	None	Art. 25: Wilful misconduct voids all limitations of liability;	Art. 4 § 5 (e): If damage resulted from an act or omission of the carrier done with intent to cause

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	committed either with intent to cause such loss or damage, or recklessly and with knowledge that such loss or damage would probably result (liability limits of Art. 15 § 3, Art. 19 §§ 6 and 7, Art. 30 and Art. 32 to 35 shall not apply)		misconduct	probably result		Art. 9: If carrier accepts goods without consignment note, or consignment note contains not all particulars	damage, or recklessly and with knowledge that damage would probably result
<b>Exemptions</b>	Art. 23 § 2: If caused: by 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 inherent defect in the goods (decay, wastage); by circumstances which the carrier could not avoid and the consequences of which he was unable to prevent;  Art. 23 § 3: Special risks	Art. 9 § 1: Absence or poor conditions of container or packaging;  Art. 13 § 4: Railways shall be reimbursed for expenses incurred by the transportation, including those not provided by the applicable tariffs, for example, the cost of correcting loading, reloading, repackaging, etc.  Art. 18 § 5: Provisions regarding cargo weight reduction, etc.	Art. 17 § 2: If caused: By wrongful act or neglect of claimant; by instruction of the claimant; by inherent vice of the goods; by carrier that could not avoid circumstances and unable to prevent consequences;  Art. 17 § 4: Special risks	Art. 18 § 1: (E.g. handling, loading, stowage or discharge by shipper, consignee or third parties): Presumption that carrier could not have prevented the loss;  Art. 18 § 2: Burden of proof of contrary on injured party	Art. 18 § 2: If destruction, loss, damage resulted e.g. from inherent defect of cargo; defective packaging; act of war; act of public authority;  Art. 20: If damage was caused by negligence or wrongful act or omission of the claimant	Art. 20 § 2: Negligent piloting or navigation	Art. 5 § 1: Resulting from unseaworthiness;  Art. 5 § 2: Such as act, neglect, or default of the master, mariner, pilot in the navigation or in the management of the ship; fire; act of God; act of war;  Art. 5 § 4: Attempt to save life or property at sea;  Art. 4 § 5 (h): If nature or value of goods has been knowingly misstated by the shipper in the bill

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<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
		Art. 21, §§ 1–3: Obstacles to transportation and delivery of goods;  Art. 23, §§ 2, 4–5: Exceptions/ limitations of liability					of lading
<b>Extension of the carriers responsibility/ higher limits of liability</b>	Art. 5: Carrier may assume a greater liability and obligations more Burdensome;  Art. 35: In case of declaration of interest in delivery further compensation for loss or damage proved may be claimed		Art. 24, 26: Against payment of a surcharge to be agreed upon	- Possible (Art. 4, § 2); affects actual carrier if agreed to by him expressly and in writing  - Art. 20 § 4: By special agreement	Art. 25: Contract may be subject to higher limits, consignor can make a special declaration of interest in delivery (Art. 22 § 3 )and pay a supplementary sum	Art. 22 § 2: Consignor must have made a special declaration of the value and have paid a supplementary sum	Art. 4 § 5 (g): By agreement;  Art. 5: Surrender or increase shall be embodied in the bill of lading
<b>Concurrent causes/</b>	Art. 27 § 4: Joint and several liability if both the carrier and the substitute carrier are liable	Art. 22: Joint and several liability of railways;	Art. 36: Action against first, last and actual carrier, at the same time against several of these carriers;  Art. 37: Compensation proportionate to share of liability, if not apportionable: in proportion to the		Art. 30 § 2: Aggregate of the amounts recoverable from carrier and its servant shall not exceed the limits above  Art. 48: Right of recourse between contracting and actual carrier	Art. 30 § 3: Successive carriers jointly and severally liable	Art. 4 bis § 3

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			share of the payment for the carriage which is due to successive carrier				
<b>Right of recourse</b>	Art. 50: Substitute carrier is liable, right of recourse between: against carrier who has caused the loss or damage (Art. 50 § 1); if loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if it cannot be proved which carrier has caused the loss compensation shall be apportioned between all carriers who have taken part in the carriage, except those who prove that loss was not caused by them; apportionment in proportion to their respective shares of the carriage charge;	?		Right of recourse between carrier and actual carrier mentioned in Art. 4 § 3			

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<b>Servant and agents</b>	Art. 40: Carrier is liable for his servants and other persons whose services he makes use of for the performance of the carriage (e.g.: managers of the railway infrastructure on which the carriage is performed are considered ex lege to be such persons) when these servants and other persons are acting within the scope of their functions		Art. 29 § 2: The carrier shall not be entitled to avail himself of the provisions of this chapter which exclude or limit his liability if the wilful misconduct or default is committed by the agents or servants of the carrier	Art. 17: Carrier is responsible for their acts	Art. 30	Agents are mentioned in Art. 20	Art. 4 bis §§ 2, 3
<b>Actual carrier/ successive carrier</b>	Art. 27: Carrier shall remain liable in respect of the entire carriage;  Art. 26: 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	Art. 33 §§ 1–2: Requirements between railways for return of the amounts paid/refunds	Art. 34: Each of the successive carriers responsible for whole operation	Art. 4 § 5: Joint and several liability of the carrier and the actual carrier, if both are liable	Art. 39: Definition Art. 1 § 3:  Art. 36 § 1: Each carrier accepting cargo is deemed to be one of the parties of the contract;  Art. 31 § 3: Consignor right of action against first carrier, consignee against the last, and each against the carrier there the destruction,	Art. 30 § 1: Successive carrier is deemed to be one of the contracting parties;  Art. 30 § 3: Consignor has right of action against first carrier; consignee against last carrier, each against carrier where damage can be localized	

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	party to the 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				damage, loss or delay occurred. These carriers are jointly or several liable		
<b>Notice of damage</b>	Art. 47 § 2: Ascertainment according to Art. 42 before acceptance; if not: extinction of right of action Non apparent loss or damage 7 days after acceptance Exceeding transport period of 60 days	Art. 29 §§ 1, 2, 3: Claims and limitation of actions; Art. 31, § 1: Claims in 9 months period, claims for delay in delivery in 2months period;	Art. 30 §§ 1, 2: 7 days, Sundays and public holidays excepted; Art. 30 § 3: Delay 21 days after being placed at the disposal of the consignee	Art. 23 §§ 3, 4, 5: Apparent damage: at latest at the time of delivery Not apparent damage: 7 days after delivery Damage from delay in delivery: 21 days after delivery	Art. 31 § 2: 14 days from the date of receipt; Delay 21 days from the date on which the cargo has been placed at disposal; Art. 31 § 4: Written complaint must be made in the times of Art. 31 § 2; except cases of carrier's fraud	Art. 26 § 2: within 7 days from the receipt of the goods; Delay 14 days after the date on which goods have been placed at his disposal;	Art. 3 § 6: Writing to carrier or his agent at the port of discharge before or at the time of the removal of the goods into the custody of the person entitled to delivery Non apparent loss 3 days after
<b>Time bar</b>	Art. 48 § 1: 1 year; 2 years in special cases (e. g. if act was done with intent to cause such loss or damage, or		Art. 32: 1 year; 3 years in case of wilful misconduct;	Art. 24 § 1: One year from the day the goods were or should have delivered	Art. 35 § 1: 2 years	Art. 29 § 1: 2 years after the (supposed) arrival, or from the date the carriage stopped	Art. 3 § 6: 1 year

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	recklessly and with knowledge that such loss or damage will probably result)						
<b>Place of jurisdiction</b>	Art. 46: as agreed; before the courts or tribunals of a State on whose territory defendant has his domicile or habitual residence, his principal place of business or the branch or agency which concluded the contract of carriage, or place where the goods were taken over by the carrier or the place designated for delivery	Art. 30 § 3: The competent court of the country of railways to which the claim was presented;	Art. 31: as agreed between the parties and in addition; defendant's principal place of business; or place where goods were taken over by the carrier or the place designed for delivery		Art. 33 § 1: domicile of carrier; principal place of business; place of business through which contract has been made; place of destination;	Art. 28 § 1: At the option of the plaintiff: carriers' residence; carriers' principal place of business; establishment by which contract has been made; place of destination	No provision
<b>Applicable law</b>	Art. 42 § 3: Procedure of ascertainment governed by laws of the State in which it takes place	Art. 30, § 3: The competent court of the country of railways to which the claim was presented;  Art. 36: Application of national law	Art. 31; 32 §§ 1, 3	Art. 27 § 1: International conventions or national law relating to the limitation of liability of owners of ships or vessels		Art. 28 § 2; 29 § 2: Questions of procedure; law of the court seized of the case	No provision
<b>Interest</b>	Art. 37 § 2: 5% /annum § 3: If person		Art. 27 § 1: 5% / annum			No provision	No provision

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<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
	entitled does not submit to carrier 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						
<b>Special provisions</b>	<p>Art. 13 § 1: Responsibility for loading and unloading: carrier for packages; consignor for full wagon loads; consignee for unloading after delivery;</p> <p>Art. 28 29: Presumption in case of re-consignment, loss of goods;</p> <p>Art. 39: Liability in case of nuclear incidents;</p> <p>Art. 38 § 1: Liability in respect of rail-sea traffic;</p>	<p>Art. 5: Items excluded from carriage under special conditions;</p> <p>Art. 6: Special provisions for certain traffic;</p> <p>Art. 7 § 4: Cargo transported by passenger trains;</p> <p>Art. 7 § 6: Specification of border stations;</p> <p>Art. 7 § 9: Carriage of firewood;</p> <p>Art. 7 § 14: Electronic consignment note;</p>	<p>Art. 2: If partly carried by sea, rail, inland waterways or air and goods are not unloaded from the container; Convention applicable to the whole of the carriage unless proved that loss was not caused by carrier by road</p> <p>Carrier obligations: Art. 14: 15 § 1</p>	<p>Art. 29: As agreed, or law of the state of carrier's principal place of business</p> <p>Art. 27 : Provision on other applicable provisions and nuclear damage;</p> <p>Art. 32: Regional stipulations concerning liberation of carrier from liability for servant and agents (Art. 17) possible by declaration</p>	<p>Art. 18 § 4: Carriage by air does not extend to land, sea, inland waterways;</p> <p>if such carriage took place for the purpose of loading, delivery or transshipment; presumption that it has been the result of an event which took place during carriage by air;</p> <p>Art. 8: Documentation for multiple Packages;</p> <p>Art. 38: In the case of combined transport performed partly</p>	<p>Art. 31: In the case of combined transport performed partly by air, partly by another mode these rules apply only to carriage by air</p> <p>Carrier obligations: Reasonable, non-discriminatory service to public</p> <p>Cargo insurance: not needed</p>	<p>Art. 2: Loading, handling, stowage, carriage, custody, care and discharge of goods shall be subject to the responsibilities;</p> <p>Art. 4 § 5 b: Compensation is calculated by reference to the value of the goods at the place and time they are discharged from the ship;</p> <p>Art. 9: Liability in case of nuclear incidents</p>



<i>Regime</i>	<i>COTIF/CIM (Protocol 1999)</i>	<i>SMGS Agreement (15.10.2012)</i>	<i>CMR Convention</i>	<i>CMNI</i>	<i>Montreal Convention</i>	<i>Warsaw Convention</i>	<i>Hague Rules</i>
<i>Mode</i>	<i>Rail</i>		<i>Road</i>	<i>Inland Water Transport</i>	<i>Air</i>		<i>Maritime</i>
	<p>if carrier proves that loss occurred in course of the sea journey between loading on board and unloading from ship he has more exception clauses (e.g.: fire; saving live or property at sea, loading of goods on the deck of the ship)</p> <p>Parties have more flexibility concerning the payment of costs (Art. 10) and fixing the transit periods (Art. 16)</p>	<p>Art. 7 § 15: Application of common CIM/SMGS consignment note;</p> <p>Art. 9 § 3: Attachment of stickers</p>			<p>by air, partly by another mode these rules apply only to carriage by air;</p> <p>Art. 34: Arbitration</p>		