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**Economic Commission for Europe**

Inland Transport Committee

**Working Party on Rail Transport**

Seventy-second session

Geneva, 21-23 November 2018

Item 8 of the provisional agenda

**Towards unified railway law in the pan-European region  
and on Euro-Asian transport corridors**

**Unified Railway Law**

**Submitted by secretariat**

Ref.: UNECE / 2018 / TRANS /

...(date)

Dear Mr./Ms,

I am pleased to inform you about the work that has been done so far on the Unified Railway Law and kindly ask the Railway Authorities of your country to actively participate in the preparation of pilot tests along the corridors [specific counties along the corridor] in order to test the draft legal provisions in practice.

International rail transport is currently disadvantaged by non-harmonized legal regimes and by the practice of different types of consignment notes and varying liabilities. A new UN legal instrument is essential to eliminate non-physical obstacles which for years have impeded on railways' competitiveness compared to other modes of transport. The Unified Railway Law (URL) harmonizes international rail transport the same way that air, maritime, road and inland water transport have been governed by international treaties for decades.

The UNECE Sustainable Transport Division has been working since 2010 on the development of legal provisions towards a Unified Railway Law. The application of the Unified Railway Law will eliminate inefficiencies by providing one, single consignment note and one rail legal regime, internationally. Instead of operating with multiple or national legal regimes, countries will apply only one law. With no extra costs and no extra time, railways will become more competitive and markets will have an efficient and effective transport alternative.

The Group of Experts towards Unified Railway Law during this two years mandate (2018-2019) is: a) monitoring the finalization of necessary documents; b) monitoring the performance of a substantial number of real pilot tests to be carried out by the railway companies; c) drafting a document (or systems of documents) on Unified Railway Law which could be adopted as a legally binding instrument and d) discussing other relevant issues related to international rail freight transport with a view to adding, where appropriate, provisions to the document on Unified Railway Law.

The Group of Experts, at its last session (Geneva, 29-31 October 2018), approved an ad hoc consignment note for the real pilot tests of the URL. To this end, calling upon your Government adoption of the ITC resolution of the 78th session, with which commitment was expressed to working together to establish unified legal conditions for railways, equivalent to those that exist already for many years for the other modes, I would like to invite the [specific railway undertaking] to participate in the tests along with railways undertakings from [specific counties along the corridor other than the recipient of the letter]. I would further like to request your Ministry authorization for the test, should it be necessary.

In this context, I would like to inform you that even though the URL is not in force, it is possible to apply its provisions on the basis of a mutual agreement between the parties to the contract of carriage, for example, as part of general terms and conditions, and thus to test its application.

The draft URL provisions together with the ad hoc consignment note that should be tested are enclosed to this letter for your convenience. So is an information note describing the URL and its advantages.

The Group of Experts would welcome to receive the results of first series of tests for discussing them at the next meeting to understand if any further adjustments to the Unified Railway Law provisions might be required. This next meeting is scheduled to take place on 2 to 4 April 2019. To this end, I kindly ask your support to starting the preparation to the tests as soon as possible and to carrying out first tests in the first quarter of 2019. Moreover, I do hope that experts from your country will be present and the April meeting to share the potential results.

The secretariat stands ready to facilitate any necessary contacts between [specific railways undertaking] and its counterpart railway undertakings [in specific counties along the corridor other than the recipient of the letter]. The resource person from the secretariat is Mr. Lukasz Wyrowski ([Lukasz.wyrowski@un.org](mailto:Lukasz.wyrowski@un.org), +41 22 917 4053).

I look forward to your support in performing the tests on the rail corridors [specific counties along the corridor] and to collecting the experience and results from the application of the provisions of the Unified Railway Law. I hope that with your support, we will take together this work towards Unified Railway Law to a successful end, making the railway industry more competitive on the Euro-Asian routes.

Please accept, Excellency, the assurances of my highest consideration.

Enclosed:

- Draft URL Provisions
- Ad hoc consignment note for the tests
- Information note on URL

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**Economic Commission for Europe**

Inland Transport Committee

**Working Party on Rail Transport**

**Group of Experts towards Unified Railway Law**

**Sixteenth session**

Geneva, 1-3 November 2017

Item 3 of the provisional agenda

**Preparation of the necessary documents following the draft legal provisions**

**Draft legal provisions of unified railway law**

**Note by the secretariat**

# Legal Regime for Unified Railway Law

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## Chapter 1 General provisions

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### Article 1 Scope of Application

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§ 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. where the contract of carriage stipulates that the contract is subject to this legal regime; and
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.

§ 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):

1. if such stipulation does not conflict 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.

§ 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 cases other than those regulated by § 1 and § 2.

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### Article 2 Definitions

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In this legal regime

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.
  2. “**Carrier**” means the contractual or a subsequent carrier.
  3. “**Contractual carrier**” means the carrier who has concluded the contract of carriage with the consignor.
  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
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the goods with the consignment note, becomes a party to the contract of carriage.

5. “**Consignor**” means the person who has concluded the contract of carriage with the contractual carrier.
6. “**Parties to the contract**” means the carrier and the consignor.
7. “**Consignee**” means the person to whom the carrier has to deliver the goods in accordance with the contract of carriage.
8. “**Person entitled**” means the person who has the right to dispose of the goods.
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.
10. “**Consignment**” means the totality of goods that is to be carried under a single contract of carriage.
11. “**Consignment note**” means a document which confirms the conclusion and the content of the contract of carriage.
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 times.
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.
14. “**Carriage charges**” means the contractual remuneration payable to the carrier for the performance of the contract of carriage.
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.
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.
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.

Where the context so requires words importing the singular only shall also include the plural and vice versa, and words importing the masculine shall be construed as including the feminine or the neuter or vice versa.

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### Article 3 Mandatory Law

§ 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 affect or impair the validity of the other provisions of the contract of carriage agreed by the parties.

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§ 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.

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**Article 4**  
**Provisions of public law**

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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

1. the safe transport of dangerous goods as well as other safety issues; and/ or
  2. customs formalities; and/ or
  3. the protection of animals.
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**Chapter 2**  
**Conclusion and performance of the contract of carriage**

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**Article 5**  
**Contract of carriage**

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§ 1 Under the contract of carriage the carrier is obliged to carry the goods to their destination and to deliver them to the consignee. Subject to Article 8 the consignor is obliged to pay the costs relating to carriage

§ 2 The contract of carriage shall be confirmed by a consignment note. The relevant international associations in the railway sector may together establish a standard model of the consignment note, also taking into account customs matters.

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.

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.

§ 3 The consignment note shall be signed by the consignor and the contractual carrier. For the purposes of signature there can be used an imprint, a stamp or an accounting machine entry.

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.

§ 4 The consignment note may be established or used in the form of electronic communication. The use of an electronic consignment note will require the agreement of all parties involved in the carriage of goods. An electronic communication having the same functions as the consignment note shall be deemed equivalent to the consignment note, provided that its authenticity and integrity can be assured at all times.

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**Article 6****Content of the consignment note**

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§ 1 The consignment note must contain the following particulars:

- (a) the date and the place at which it is made out;
- (b) the name and address of the consignor;
- (c) the name and address of the contractual carrier;
- (d) the name and address of the person to whom the goods have effectively been handed over if he is not the contractual carrier;
- (e) the place and the date of taking over of the goods;
- (f) the place designated for delivery;
- (g) the name and address of the consignee;
- (h) the description of the nature of the goods and the method of packing, and, in case of dangerous goods, their generally recognized description;
- (i) the number of packages and their special marks and numbers;
- (j) the number of the wagon(s) in which the consignment is carried;
- (k) in case of using an intermodal transport unit, its category, number or other characteristics necessary for its identification;
- (l) the gross mass or the quantity of the goods expressed in other ways;
- (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;
- (n) the carriage charges and other costs relating to carriage insofar as they have to be paid by the consignee.

§ 2 Where applicable the consignment note must also contain the following particulars:

- (a) carriage charges and other costs relating to carriage which the consignor undertakes to pay;
- (b) the agreed time of delivery;
- (c) the agreed route to follow;
- (d) a list of any documents not mentioned in § 1, letter m, handed over to the carrier;
- (e) the information given by the consignor concerning the number and description of seals he has affixed to the wagon;
- (f) additional information on specific requirements relating to the handling of the goods including dangerous goods.

§ 3 The parties may enter on the consignment note other particulars relating to carriage they consider useful.

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**Article 7****Responsibility of the consignor**

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§ 1 The consignor shall be liable for all costs, loss or damage sustained by the carrier by reason of:

- (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
- (b) the consignor omitting to provide the necessary information regarding the generally recognized description of the dangerous goods.

§ 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



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omitting to provide necessary information regarding specific requirements relating to the handling of the goods.

§ 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.

§ 4 The carrier may not claim costs or expenses and shall be obliged to pay compensation for loss of or damage to the goods according to Article 19 if he was aware of the dangerous nature or the specific requirements of the goods on or prior to taking them over.

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#### **Article 8**

##### **Payment of the costs relating to carriage**

§ 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. Unless otherwise agreed the carrier has the right to demand the carriage charges before the beginning of the carriage.

§ 2 When by virtue of an agreement between the consignor and the carrier, the carriage charges and the costs relating to carriage are payable by the consignee, the consignor shall remain liable for payment of such costs, if the consignee has not taken possession of the consignment note or has not taken delivery or has not asserted his rights in accordance with Article 14 §§ 2 and 3 or has not modified the contract of carriage in accordance with Article 15.

§ 3 If the carriage charges are calculated based on tariffs, the calculation shall be based on the tariffs which are valid on the day of conclusion of the contract of carriage, and in the currency defined according to the applied tariffs for the international carriage. 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.

§ 4 The carrier must be reimbursed all costs relating to carriage which were not foreseen in the applied tariffs and were caused by circumstances beyond the carrier's control. These costs are to be recorded on the date of their occurrence separately for each consignment and are to be substantiated by the relevant documents.

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#### **Article 9**

##### **Examination**

§ 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 regulations of the State where the examination takes place provide otherwise.

§ 2 If the consignment does not correspond with the entries in the consignment note or if the provisions of public law have not 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.

§ 3 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

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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.

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#### **Article 10**

##### **Evidential value of the consignment note**

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§ 1 The consignment note, signed according to Article 5 § 3 shall be prima facie evidence, unless there is 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.

§ 2 If the consignment note, signed according to Article 5 § 3, contains no specific reservations by the carrier, it is assumed, in the absence of 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.

§ 3 If the carrier has loaded the goods or has examined them, the consignment note shall be prima facie evidence, unless there is 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.

However, the consignment note will not be prima facie evidence, in the absence of proof to the contrary, in a case where a reasoned reservation has been endorsed.

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#### **Article 11**

##### **Packing, Loading**

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§ 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.

§ 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. Should the consignment note contain no information about the person who has loaded the goods, it shall be deemed to have been loaded by the consignor.

§ 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.

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#### **Article 12**

##### **Completion of administrative formalities**

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§ 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.

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§ 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 information except in the case the damage was caused by fault of the carrier.

§ 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.

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### **Article 13**

#### **Time of delivery**

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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.

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### **Article 14**

#### **Delivery**

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§ 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.

§ 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.

§ 3 In other respects, delivery of the goods shall be carried out in accordance with the requirements in force at the place of destination.

§ 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.

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### **Article 15**

#### **Right to dispose of the goods**

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§ 1 The consignor has the right to dispose of the goods and to modify the contract of carriage by giving subsequent instructions, 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.

§ 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.

§ 3 If in exercising his right of disposal the consignee has ordered the delivery of the goods to another person, that other person shall not be entitled to nominate other consignees.

§ 4 Any right of disposal shall be extinguished when the consignee or another person nominated 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.

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**Article 16****Exercise of the right to dispose of the goods**

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§ 1 If the person entitled wishes to modify the contract of carriage he has to give the necessary instructions to the carrier. If the consignment note so prescribes the person entitled has to produce to the carrier his original of the consignment note on which the new instructions have to be entered.

§ 2 The carrier is not obliged to carry out instructions, unless they are capable of implementation, 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. Any instruction shall not have the effect of splitting the consignment.

§ 3 When, by reason of the provisions of §§ 1 and 2 of this Article, the carrier is not willing to carry out instructions which he receives, he shall immediately notify the person who gave him such instructions.

§ 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 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, he 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.

§ 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.

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**Article 17****Circumstances preventing carriage and delivery**

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§ 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.

§ 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.

§ 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.

§ 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.

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**Article 18****Consequences of circumstances preventing carriage and delivery**

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§ 1 The carrier is entitled to reimbursement for the costs incurred by his request for instructions or the carrying out of instructions or the fact that he

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has taken a decision in accordance with Article 17 § 3, unless such costs were incurred 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.

§ 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.

§ 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.

§ 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.

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### **Chapter 3 Liability**

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#### **Article 19 Basis of liability**

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§ 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.

§ 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.

§ 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.

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#### **Article 20 Presumption of loss of the goods**

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§ 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 been delivered or arrived for delivery to the consignee within three months after the expiry of the time of delivery.

§ 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.

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§ 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.

§ 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.

§ 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.

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**Article 21**  
**Compensation for loss**

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§ 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 a part of the goods has been delivered, the attributable value of the part delivered which is accountable to the person entitled shall be deducted from the amount of compensation.

§ 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.

§ 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.

§ 4 The carrier shall, in addition, refund the carriage charge, customs duties already paid and other costs relating to carriage. If a part of the goods has been delivered, § 1, second sentence, shall apply by analogy.

§ 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 an empty wagon which is to be carried as goods under the contract of carriage.

§ 6 No further compensation shall be payable.

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**Article 22**  
**Unit of account**

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§ 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

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foreign currency, conversion shall be at the exchange rate applicable on the day and at the place of payment.

§ 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.

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### **Article 23**

#### **Liability for wastage during carriage**

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§ 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, 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 or dry goods.

§ 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.

§ 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.

§ 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.

§ 5 This Article is without prejudice to Article 19 § 3.

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**Article 24**  
**Compensation for damage**

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§ 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.

§ 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.

§ 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;
- (b) the amount payable in the case of loss of the part affected, if only part of the consignment has lost value through damage.

§ 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 cost of repair. § 3 shall apply by analogy.

§ 5 No further damages shall be payable.

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**Article 25**  
**Compensation for delay in delivery**

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§ 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.

§ 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.

§ 3 In no circumstances shall the compensation for delay together with that for partial loss of or damage to goods exceed the compensation which would be payable in case of total loss of the goods.

§ 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 such a case, the time of delivery provided for in Article 13 is also exceeded, 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.

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**Article 26**  
**Persons for whom the carrier is liable**

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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.

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**Article 27****Other actions**

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§ 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.

§ 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.

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**Chapter 4**  
**Settlement of claims**

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**Article 28****Notice of damage**

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§ 1 Where partial loss of or damage to the goods is apparent and the consignee or the consignor fails to notify this by the time of delivery of the goods at the latest, it is presumed that the goods have been delivered in a condition conforming with the contract of carriage. The notice must specify the damage sufficiently clearly.

§ 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.

§ 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.

§ 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.

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**Article 29****Claims**

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§ 1 Claims relating to the contract of carriage must be addressed in writing to the carrier against whom an action may be brought.

§ 2 A claim may be made by any person who has a right to bring an action against the carrier (claimant). 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.

§ 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.

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§ 4 When the claimant is the consignee he must produce the original of the consignment note intended for the accompaniment of the goods if it has been handed over to him.

§ 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.

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§ 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.

§ 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.

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#### **Article 30**

##### **Right to bring an action against the carrier**

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§ 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.

§ 2 The consignee may bring an action from the time he has the right to dispose of the goods in accordance with Article 15. Sentence 1 shall apply to a person other than the consignee provided that such person has obtained the right to dispose of the goods.

§ 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.

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#### **Article 31**

##### **Carriers against whom an action might be brought**

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§ 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.

§ 2 An action for the recovery of a sum paid pursuant to the contract of carriage may be brought against the carrier who has collected that sum or against the carrier on whose behalf it was collected.

§ 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.

§ 4 If the claimant 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.

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### **Chapter 5**

#### **Relations between carriers**

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##### **Article 32**

###### **Settlement of accounts**

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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 other carriers concerned their respective shares. The methods of payment shall be fixed by agreement between the carriers.

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##### **Article 33**

###### **Right of recourse**

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§ 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

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carriage in accordance with the following provisions:

- (a) the carrier who has caused the loss or damage shall be solely liable for it;
- (b) when the loss or damage has been caused by several carriers, each shall be liable for the loss or damage he has caused; if such distinction is impossible, the compensation shall be apportioned between them in accordance with letter c);
- (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.

**§ 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.

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**Article 34**

**Agreements concerning recourse**

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The carriers may conclude agreements which derogate from Articles 32 and 33.

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37 Накладная ЕЖП Frachtbrief URL		Оригинал накладной Frachtbrieforiginal		1		40		41		42		43	
44		45		46		47							
По договоренности сторон перевозка осуществляется согласно правовым предписаниям Единого Железнодорожного Права (ЕЖП). Переоформления в пути следования не производится. Die Beförderung unterliegt aufgrund Vereinbarung der Parteien den Rechtsvorschriften des Vereinheitlichten Eisenbahnrechts (URL). Eine Neuauflage unterwegs findet nicht statt.		1 Отправитель (Наименование, адрес, страна) Absender (Name, Anschrift, Land)		2		7 Заявления отправителя Erklärungen des Absenders		8 Ссылка отправителя/№ договора Absender Referenz/Vertrags-Nr.					
Подпись Unterschrift		4 Получатель (Наименование, адрес, страна) Empfänger (Name, Anschrift, Land)		5		9 Документы, приложенные отправителем Vom Absender beigefugte Begleitpapiere							
		6		3 Электронная почта - E-Mail		16 Место приема Übernahmeort		17					
		7 Тел. - Tel.		4 Электронная почта - E-Mail		18 Станция отправления - Versandbahnhof		Страна/Железная дорога - Land/Bahn					
		8 Факс - Fax		10 Место доставки Ablieferungsort		11		12					
		9 Тел. - Tel.		13 Станция назначения - Bestimmungsbahnhof		Страна/Железная дорога - Land/Bahn		14					
		10 Факс - Fax		15 Отметки, не обязательные для перевозчика - Für den Beförderer unverbindliche Vermerke		16		17					
		11		18 Транзитное фактурирование - Transiffakturierung		19 № вагона - Wagen Nr.		20		21		22	
		12		19		23 Код НХМ/ГНГ NHM/GNG-Code		24 Масса (в кг) Masse (kg)		25		26	
		13		20 Наименование груза Bezeichnung des Gutes		21 Необычная отправка Aussergewöhnliche Sendung		22 Опасные грузы Gefährliche Güter		23		24	
		14		21 Знаки, марки Zeichen, Marken		22 Упаковка Verpackung		23 Груз Gut		24 Число мест Stückzahl		25	
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Разделы по расчету провозных платежей –  
Frachtberechnungsabschnitte

					Расчеты с отправителем – Kostenabrechnung mit dem Absender		Расчеты с получателем – Kostenabrechnung mit dem Empfänger		
А	72 Участок – Abschnitt	Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
	от – von				83	84	85	86	
	до – bis				87	88	89	90	
	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskurs	Итого: Zusammen:		91	92	93	94	
Б	72 Участок – Abschnitt	Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
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	до – bis				87	88	89	90	
	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskурс	Итого: Zusammen:		91	92	93	94	
В	72 Участок – Abschnitt	Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
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76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskурс	Итого: Zusammen:		91	92	93	94	
С	72 Участок – Abschnitt	Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
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	до – bis				87	88	89	90	
	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskурс	Итого: Zusammen:		91	92	93	94	
Д	72 Участок – Abschnitt	Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
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	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskурс	Итого: Zusammen:		91	92	93	94	
Е	72 Участок – Abschnitt	Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
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	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskурс	Итого: Zusammen:		91	92	93	94	
99 Отметки для исчисления и взимания провозных платежей – Vermerke über die Berechnung und Erhebung der Frachtkosten					Всего: Total:	95	96	97	98
					100 Дополнительно взискать с отправителя за – Insgesamt vom Absender zu erheben				

Оригинал накладной  
Frachtbrieforiginal

37 Накладная ЕЖП Frachtbrief URL		Дорожная ведомость Frachtkarte		40		41		42		43	
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Подпись Unterschrift		4 Получатель (Наименование, адрес, страна) Empfänger (Name, Anschrift, Land)		3		9 Документы, приложенные отправителем Vom Absender beigelegte Begleitpapiere		16 Место приема Übernahmeort		17	
10 Место доставки Ablieferungsort		11		5		18 Станция отправления - Versandbahnhof Страна/Железная дорога - Land/Bahn		19 № вагона - Wagen Nr.		48 Масса груза после перегрузки Masse nach Umladung	
13 Коммерческие условия - Kommerzielle Bedingungen		14		6		20 Наименование груза Bezeichnung des Gutes		21 Необычная отправка Aussergewöhnliche Sendung		22 Опасные грузы Gefährliche Güter	
15 Отметки, не обязательные для перевозчика - Für den Beförderer unverbindliche Vermerke		12		7		23 Код НХМ/ГНГ NHM/GNG-Code		24 Масса (в кг) Masse (kg)		26 Отметки таможи Zollamtliche Vermerke	
20 Станция назначения - Bestimmungsbahnhof Страна/Железная дорога - Land/Bahn		13		8		25 Число мест Stückzahl		27 Ценность груза Wert des Gutes		39 Проверка Überprüfung	
21 Знаки, марки Zeichen, Marken		14		9		26 Код оплаты Frankaturcode		30 Маршруты - Leitungswege		60	
22 Упаковка Verpackung		15		10		31 Таможенное оформление - Zollbehandlung		61		62	
23 Груз Gut		16		11		32 Коммерческий акт Tatbestandsaufnahme		63 Удлинение срока доставки - Lieferfristverlängerung		64	
24 Число мест Stückzahl		17		12		33 Составлен erstellt durch		65 Дата прибытия - Ankunftsdatum		66	
25 Пломбы - Verschlüsse		18		13		34 Место - Ort		67		67	
26		19		14		35		68		68	
27		20		15		36		69		69	
28		21		16		37		70		70	
29		22		17		38		71		71	
30		23		18		39		72		72	
31		24		19		40		73		73	
32		25		20		41		74		74	
33		26		21		42		75		75	
34		27		22		43		76		76	
35		28		23		44		77		77	
36		29		24		45		78		78	
37		30		25		46		79		79	
38		31		26		47		80		80	
39		32		27		48		81		81	
40		33		28		49		82		82	
41		34		29		50		83		83	
42		35		30		51		84		84	
43		36		31		52		85		85	
44		37		32		53		86		86	
45		38		33		54		87		87	
46		39		34		55		88		88	
47		40		35		56		89		89	
48		41		36		57		90		90	
49		42		37		58		91		91	
50		43		38		59		92		92	
51		44		39		60		93		93	
52		45		40		61		94		94	
53		46		41		62		95		95	
54		47		42		63		96		96	
55		48		43		64		97		97	
56		49		44		65		98		98	
57		50		45		66		99		99	
58		51		46		67		100		100	
59		52		47		68		101		101	
60		53		48		69		102		102	
61		54		49		70		103		103	
62		55		50		71		104		104	
63		56		51		72		105		105	
64		57		52		73		106		106	
65		58		53		74		107		107	
66		59		54		75		108		108	
67		60		55		76		109		109	
68		61		56		77		110		110	
69		62		57		78		111		111	
70		63		58		79		112		112	
71		64		59		80		113		113	
72		65		60		81		114		114	
73		66		61		82		115		115	
74		67		62		83		116		116	
75		68		63		84		117		117	
76		69		64		85		118		118	
77		70		65		86		119		119	
78		71		66		87		120		120	
79		72		67		88		121		121	
80		73		68		89		122		122	
81		74		69		90		123		123	
82		75		70		91		124		124	
83		76		71		92		125		125	
84		77		72		93		126		126	
85		78		73		94		127		127	
86		79		74		95		128		128	
87		80		75		96		129		129	
88		81		76		97		130		130	
89		82		77		98		131		131	
90		83		78		99		132		132	
91		84		79		100		133		133	
92		85		80		101		134		134	
93		86		81		102		135		135	
94		87		82		103		136		136	
95		88		83		104		137		137	
96		89		84		105		138		138	
97		90		85		106		139		139	
98		91		86		107		140		140	
99		92		87		108		141		141	
100		93		88		109		142		142	
101		94		89		110		143		143	
102		95		90		111		144		144	
103		96		91		112		145		145	
104		97		92		113		146		146	
105		98		93		114		147		147	
106		99		94		115		148		148	
107		100		95		116		149		149	
108		101		96		117		150		150	
109		102		97		118		151		151	
110		103		98		119		152		152	
111		104		99		120		153		153	
112		105		100		121		154		154	
113		106		101		122		155		155	
114		107		102		123		156		156	
115		108		103		124		157		157	
116		109		104		125		158		158	
117		110		105		126		159		159	
118		111		106		127		160		160	
119		112		107		128		161		161	
120		113		108		129		162		162	
121		114		109		130		163		163	
122		115		110		131		164		164	
123		116		111		132		165		165	
124		117		112		133		166		166	
125		118		113		134		167		167	
126		119		114		135		168		168	
127		120		115		136		169		169	
128		121		116		137		170		170	
129		122		117		138		171		171	
130		123		118		139		172		172	
131		124		119		140		173		173	
132		125		120		141		174		174	
133		126		121		142		175		175	
134		127		122		143		176		176	
135		128		123		144		177		177	
136		129		124		145		178		178	
137		130		125		146		179		179	
138		131		126		147		180		180	
139		132		127		148		181		181	
140		133		128		149		182		182	
141		134		129		150		183		183	
142		135		130		151		184		184	
143		136		131		152		185		185	
144		137		132		153		186		186	
145		138		133		154		187		187	
146		139		134		155		188		188	
147		140		135		156		189		189	
148		141		136		157		190		190	
149		142		137		158		191		191	
150		143		138		159		192		192	
151		144		139		160		193		193	
152		145		140		161		194		194	
153		146		141		162		195		195	
154		147		142		163		196		196	
155		148		143		164		197		197	
156		149		144		165		198		198	
157		150		145		166		199		199	
158		151		146		167		200		200	
159		152		147		168		201		201	
160		153		148		169		202		202	
161		154		149		170		203		203	
162		155		150		171		204		204	
163		156		151		172		205		205	
164		157		152		173		206		206	
165		158		153		174		207		207	
166		159		154		175		208		208	
167		160		155		176					

Разделы по расчету провозных платежей –  
Frachtberechnungsabschnitte

					Расчеты с отправителем – Kostenabrechnung mit dem Absender		Расчеты с получателем – Kostenabrechnung mit dem Empfänger								
A	72	Участок - Abschnitt	Коды станций - Kode des Bahnhofes	73	Расстояние, км - Entfernung, km	74	Расчетная масса, кг - Frachtpflichtige Masse, kg	79	Валюта тарифа - Tarifwährung	80	Валюта платежа - Abrechnungswährung	81	Валюта тарифа - Tarifwährung	82	Валюта платежа - Abrechnungswährung
	от - von							83		84		85		86	
	до - bis														
A	75	Дополнительные сборы - Nebengebühren	=	=	=	=	=	87		88		89		90	
	76		Тариф - Tarif	77	Код груза - Kode des Gutes	78	Курс пересчета - Umrechnungskurs	Итого:	91	92	93	94			
							Zusammen:								
B	72	Участок - Abschnitt	Коды станций - Kode des Bahnhofes	73	Расстояние, км - Entfernung, km	74	Расчетная масса, кг - Frachtpflichtige Masse, kg	79	Валюта тарифа - Tarifwährung	80	Валюта платежа - Abrechnungswährung	81	Валюта тарифа - Tarifwährung	82	Валюта платежа - Abrechnungswährung
	от - von								83		84		85		86
	до - bis														
B	75	Дополнительные сборы - Nebengebühren	=	=	=	=	=	87		88		89		90	
	76		Тариф - Tarif	77	Код груза - Kode des Gutes	78	Курс пересчета - Umrechnungskurs	Итого:	91	92	93	94			
							Zusammen:								
C	72	Участок - Abschnitt	Коды станций - Kode des Bahnhofes	73	Расстояние, км - Entfernung, km	74	Расчетная масса, кг - Frachtpflichtige Masse, kg	79	Валюта тарифа - Tarifwährung	80	Валюта платежа - Abrechnungswährung	81	Валюта тарифа - Tarifwährung	82	Валюта платежа - Abrechnungswährung
	от - von								83		84		85		86
	до - bis														
C	75	Дополнительные сборы - Nebengebühren	=	=	=	=	=	87		88		89		90	
	76		Тариф - Tarif	77	Код груза - Kode des Gutes	78	Курс пересчета - Umrechnungskurs	Итого:	91	92	93	94			
							Zusammen:								
D	72	Участок - Abschnitt	Коды станций - Kode des Bahnhofes	73	Расстояние, км - Entfernung, km	74	Расчетная масса, кг - Frachtpflichtige Masse, kg	79	Валюта тарифа - Tarifwährung	80	Валюта платежа - Abrechnungswährung	81	Валюта тарифа - Tarifwährung	82	Валюта платежа - Abrechnungswährung
	от - von								83		84		85		86
	до - bis														
D	75	Дополнительные сборы - Nebengebühren	=	=	=	=	=	87		88		89		90	
	76		Тариф - Tarif	77	Код груза - Kode des Gutes	78	Курс пересчета - Umrechnungskurs	Итого:	91	92	93	94			
							Zusammen:								
E	72	Участок - Abschnitt	Коды станций - Kode des Bahnhofes	73	Расстояние, км - Entfernung, km	74	Расчетная масса, кг - Frachtpflichtige Masse, kg	79	Валюта тарифа - Tarifwährung	80	Валюта платежа - Abrechnungswährung	81	Валюта тарифа - Tarifwährung	82	Валюта платежа - Abrechnungswährung
	от - von								83		84		85		86
	до - bis														
E	75	Дополнительные сборы - Nebengebühren	=	=	=	=	=	87		88		89		90	
	76		Тариф - Tarif	77	Код груза - Kode des Gutes	78	Курс пересчета - Umrechnungskurs	Итого:	91	92	93	94			
							Zusammen:								
99								Отметки для исчисления и взимания провозных платежей – Vermerke über die Berechnung und Erhebung der Frachtkosten	Всего:	95	96	97	98		
								Total:							
								100 Дополнительно взыскать с отправителя за – Insgesamt vom Absender zu erheben							

37 Накладная ЕЖП  
Frachtbrief URL

Лист выдачи груза/Таможня  
Empfangsschein/Zoll

3

По договоренности сторон перевозка осуществляется согласно правовым предписаниям Единого Железнодорожного Права (ЕЖП). Переоформления в пути следования не производится.

1 Отправитель (Наименование, адрес, страна)  
Absender (Name, Anschrift, Land)

2

3

Электронная почта - E-Mail

Тел. - Tel.

Факс - Fax

4 Получатель (Наименование, адрес, страна)  
Empfänger (Name, Anschrift, Land)

5

6

Электронная почта - E-Mail

Тел. - Tel.

Факс - Fax

10 Место доставки  
Ablieferungsort

11

12

Станция назначения - Bestimmungsbahnhof

Страна/Железная дорога - Land/Bahn

13 Коммерческие условия - Kommerzielle Bedingungen

14

15 Отметки, не обязательные для перевозчика - Für den Beförderer unverbindliche Vermerke

20 Наименование груза  
Bezeichnung des Gutes

21 Необычная отправка  
Aussergewöhnliche Sendung

22 Опасные грузы  
Gefährliche Güter

23 Код НХМ/ГНГ  
NHM/GNG-Code

24 Масса (в кг)  
Masse (kg)

26 Отметки таможни  
Zollamtliche Vermerke

27 Ценность груза  
Wert des Gutes

39 Проверка  
Überprüfung

Пломбы - Verschlüsse

49 Линия  
Strecke

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58 Сборы

49 Линия  
Strecke

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58 Сборы

49 Линия  
Strecke

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58 Сборы

59 Код оплаты  
Frankaturcode

60 Маршруты - Leitungswege

61 Таможенное оформление - Zollbehandlung

62 Коммерческий акт  
Tatbestandsaufnahme

63 Удлинение срока доставки - Lieferfristverlängerung

64 Заявления перевозчика - Erklärungen des Beförderers

65 Другие перевозчики - Andere Beförderer

66 а) Договорный перевозчик - Vertraglicher Beförderer

67 Дата прибытия - Ankunftsdatum

68 Предоставлен  
Bereitgestellt

69 Идентификация  
Sendungs-  
Identifikation

70 Дата заключения договора перевозки  
Datum des Vertragsschlusses

71 Подтверждение получения  
Empfangsbescheinigung

76 Место и дата оформления накладной - Ort und Datum der Ausstellung

Подпись - Unterschrift

№ получения - Empfangs-Nr.

Идентификация отправителя  
Sendungs-Identifikation

Страна - Land

Станция - Bahnhof

Перевозчик  
Unternehmen

№ отправки  
Versand Nr.

Упрощенная процедура для железнодорожных отправок  
Vereinfachtes Eisenbahnversandverfahren

да

но

7 Заявления отправителя  
Erklärungen des Absenders

8 Ссылка отправителя/№ договора  
Absender Referenz/Vertrags-Nr.

9 Документы, приложенные отправителем  
Vom Absender beigelegte Begletpapiere

16 Место приема  
Übernahmeort

17

Станция отправления - Versandbahnhof

Страна/Железная дорога - Land/Bahn

18 Транзитное фактурирование - Transiffakturierung

19 № вагона - Wagen Nr.

48 Масса груза  
после перегрузки  
Masse nach  
Umladung

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37 Накладная ЕЖП Frachtbrief URL

Дубликат накладной Frachtbriefdoppel

4

По договоренности сторон перевозка осуществляется согласно правовым предписаниям Единого Железнодорожного Права (ЕЖП). Переоформления в пути следования не производится.

Die Beförderung unterliegt aufgrund Vereinbarung der Parteien den Rechtsvorschriften des Vereinfachten Eisenbahnrechts (URL). Eine Neuaufgabe unterwegs findet nicht statt.

1 Отправитель (Наименование, адрес, страна) Absender (Name, Anschrift, Land) 2 3 Электронная почта - E-Mail Тел. - Tel. Факс - Fax

4 Получатель (Наименование, адрес, страна) Empfänger (Name, Anschrift, Land) 5 6 Электронная почта - E-Mail Тел. - Tel. Факс - Fax

10 Место доставки Ablieferungsort 11 12

Станция назначения - Bestimmungsbahnhof Страна/Железная дорога - Land/Bahn

13 Коммерческие условия - Kommerzielle Bedingungen 14

15 Отметки, не обязательные для перевозчика - Für den Beförderer unverbindliche Vermerke

40 41 42 43 44 45 46 47

7 Заявления отправителя Erklärungen des Absenders 8 Ссылка отправителя/№ договора Absender Referenz/Vertrags-Nr.

9 Документы, приложенные отправителем Vom Absender beigefügte Begleitpapiere

16 Место приема Übernahmeort 17

18 Станция отправления - Versandbahnhof Страна/Железная дорога - Land/Bahn

19 № вагона - Wagen Nr. 48 Масса груза после перегрузки Masse nach Umladung

20 Наименование груза Bezeichnung des Gutes 21 Необычная отправка Aussergewöhnliche Sendung да/нет 22 Опасные грузы Gefährliche Güter да/нет

Знаки, марки Zeichen, Marken Упаковка Verpackung Груз Gut Число мест Stückzahl

23 Код НХМ/ГНГ NIM/GNG-Code 24 Масса (в кг) Masse (kg)

26 Отметки таможи Zollamtliche Vermerke 27 Ценность груза Wert des Gutes 39 Проверка Überprüfung

Пломбы - Verschlüsse

A 49 Линия Strecke 50 51 52 53 54 55 56 57 58 Сборы

B 49 Линия Strecke 50 51 52 53 54 55 56 57 58 Сборы

C 49 Линия Strecke 50 51 52 53 54 55 56 57 58 Сборы

59 Код оплаты Frankaturcode 60 Маршруты - Leitungswege

61 Таможенное оформление - Zollbehandlung

62 Коммерческий акт Tatbestandsaufnahme Составлен erstellt durch Месяц - день Monat - Tag

63 Удлинение срока доставки - Lieferfristverlängerung Код - Code от - von до - bis Место - Ort

64 Заявления перевозчика - Erklärungen des Beförderers 65 Другие перевозчики - Andere Beförderer Наименование, адрес - Name, Anschrift Линия - Strecke В качестве Eigenschaft

66 а) Договорный перевозчик - Vertraglicher Beförderer 67 Дата прибытия - Ankunftsdatum 68 Предоставлен Bereitgestellt Месяц - день - время Monat - Tag - Stunde 69 Идентификация отправки Sendungs-Identifikation Страна - Land Станция - Bahnhof

Подпись - Unterschrift 70 Дата заключения договора перевозки Datum des Vertragsschlusses 71 Подтверждение получения Empfangsbescheinigung Перевозчик Unternehmen № отправки Versand Nr.

70 Дата заключения договора перевозки Datum des Vertragsschlusses

71 Подтверждение получения Empfangsbescheinigung

71 Подтверждение получения Empfangsbescheinigung

71 Подтверждение получения Empfangsbescheinigung

71 Подтверждение получения Empfangsbescheinigung

71 Подтверждение получения Empfangsbescheinigung

71 Подтверждение получения Empfangsbescheinigung 72 Место и дата оформления накладной - Ort und Datum der Ausstellung



Разделы по расчету провозных платежей –  
Frachtberechnungsabschnitte

					Расчеты с отправителем – Kostenabrechnung mit dem Absender		Расчеты с получателем – Kostenabrechnung mit dem Empfänger		
72 Участок – Abschnitt		Коды станций – Kode des Bahnhofes	73 Расстояние, км – Entfernung, km	74 Расчетная масса, кг – Frachtpflichtige Masse, kg	79 Валюта тарифа – Tarifwährung	80 Валюта платежа – Abrechnungswährung	81 Валюта тарифа – Tarifwährung	82 Валюта платежа – Abrechnungswährung	
A	от – von				83	84	85	86	
	до – bis								
A	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
		=	=	=					
	76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskurs	Итого: Zusammen:	91	92	93	94	
B	от – von				83	84	85	86	
	до – bis								
B	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
		=	=	=					
	76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskurs	Итого: Zusammen:	91	92	93	94	
C	от – von				83	84	85	86	
	до – bis								
C	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
		=	=	=					
	76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskurs	Итого: Zusammen:	91	92	93	94	
D	от – von				83	84	85	86	
	до – bis								
D	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
		=	=	=					
	76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskurs	Итого: Zusammen:	91	92	93	94	
E	от – von				83	84	85	86	
	до – bis								
E	75 Дополнительные сборы – Nebengebühren	=	=	=	87	88	89	90	
		=	=	=					
	76 Тариф – Tarif	77 Код груза – Kode des Gutes	78 Курс пересчета – Umrechnungskurs	Итого: Zusammen:	91	92	93	94	
99 Отметки для исчисления и взимания провозных платежей – Vermerke über die Berechnung und Erhebung der Frachtkosten					Всего: Total:	95	96	97	98

100 Дополнительно взыскать с отправителя за – Insgesamt vom Absender zu erheben

37 Накладная ЕЖП Frachtbrief URL

Лист приема груза Versandschein

5

40 41 42 43 44 45 46 47

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Die Beförderung unterliegt aufgrund Vereinbarung der Parteien den Rechtsvorschriften des Vereinfachten Eisenbahnrechts (URL). Eine Neuauflage unterwegs findet nicht statt.

1 Отправитель (Наименование, адрес, страна) Absender (Name, Anschrift, Land) 2 3 Электронная почта - E-Mail Тел. - Tel. Факс - Fax

Подпись Unterschrift 4 Получатель (Наименование, адрес, страна) Empfänger (Name, Anschrift, Land) 5 6 Электронная почта - E-Mail Тел. - Tel. Факс - Fax

7 Заявления отправителя Erklärungen des Absenders 8 Ссылка отправителя/№ договора Absender Referenz/Vertrags-Nr.

9 Документы, приложенные отправителем Vom Absender beigefügte Begleitpapiere 16 Место приема Übernahmeort 17

18 Станция отправления - Versandbahnhof Страна/Железная дорога - Land/Bahn

19 № вагона - Wagen Nr. 48 Масса груза после перегрузки Masse nach Umladung

10 Место доставки Ablieferungsort 11 12

13 Коммерческие условия - Kommerzielle Bedingungen 14

15 Отметки, не обязательные для перевозчика - Für den Beförderer unverbindliche Vermerke

20 Наименование груза Bezeichnung des Gutes 21 Необычная отправка Aussergewöhnliche Sendung да да

22 Опасные грузы Gefährliche Güter да да 23 Код НХМ/ГНГ NHM/GNG-Code 24 Масса (в кг) Masse (kg)

25 Отметки таможи Zollamtliche Vermerke 27 Ценность груза Wert des Gutes 39 Проверка Überprüfung

26 Пломбы - Verschlüsse

49 Линия Strecke 50 51 52 53

54 55 56 57 58 Сборы Gebühren

49 Линия Strecke 50 51 52 53

54 55 56 57 58 Сборы Gebühren

49 Линия Strecke 50 51 52 53

54 55 56 57 58 Сборы Gebühren

59 Код оплаты Frankaturcode 60 Маршруты - Leitungswege

61 Таможенное оформление - Zollbehandlung

62 Коммерческий акт Tatbestandsaufnahme Составлен erstellt durch Месяц - день Monat - Tag

63 Удлинение срока доставки - Lieferfristverlängerung Код - Code от - von до - bis Место - Ort

64 Заявления перевозчика - Erklärungen des Beförderers 65 Другие перевозчики - Andere Beförderer Наименование, адрес - Name, Anschrift Линия - Strecke В качестве Eigenschaft

66 а) Договорный перевозчик - Vertraglicher Beförderer 67 Дата прибытия - Ankunftsdatum 68 Предоставлен Bereitgestellt Месяц - день - время Monat - Tag - Stunde 69 Идентификация отправки Sendungs-Identifikation Страна - Land Станция - Bahnhof Перевозчик Unternehmen № отправки Versand Nr.

Подпись - Unterschrift 70 Дата заключения договора перевозки Datum des Vertragsschlusses

б) Упрощенная процедура для железнодорожных отправок Vereinfachtes Eisenbahnversandverfahren да да 71 Подтверждение получения Empfangsbescheinigung 72 Место и дата оформления накладной - Ort und Datum der Ausstellung

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Frachtberechnungsabschnitte

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99 Отметки для исчисления и взимания провозных платежей – Vermerke über die Berechnung und Erhebung der Frachtkosten					Всего: Total:	95	96	97	98
					100 Дополнительно взыскать с отправителя за – Insgesamt vom Absender zu erheben				

# **Presenting the Unified Railway Law (URL) as a new UNECE statutory instrument for the international transport of goods by rail**

## **I. Goal of the Unified Railway Law**

Rail companies are not covered by one uniform legislative system suitable for their growing freight volumes between Europe and Asia. This differs from the other modes of transport: road transport subject to the Convention on the Contract for the International Carriage of Goods by Road (CMR), maritime transport covered by the Hague Visby Rules and air traffic covered by the Montreal Convention. A large number of freight forwarders and the relevant rail companies believe they are at a serious disadvantage, and they regret this state of affairs.

The reason is simple and twofold. The longer the distances for the cargo transportation, the more important it is to the customers of the freight forwarders that their cargo be processed in a quick and straightforward manner at borders. In addition, these customers want recourse to claim resolutions processes in the event of losses.

The lack of a single legal framework puts rail operators at a considerable competitive disadvantage vis-à-vis the other modes of transport, especially road and maritime freight. A re-consignment of the goods is necessary at the handover point between the CIM and SMGS freight law systems. This also frequently requires consignment notes to be transferred from CIM to SMGS, which results in additional costs and delays in transporting goods. Moreover, the fact that there are two freight law conventions means that customers face serious hurdles identifying and enforcing claims in the event of cargo losses.

Unified Railway Law (URL) aims at and is capable of resolving these problems. It offers railway undertakings and their customers the opportunity to conclude a **single contract of carriage** for specific international transport of goods by rail (in particular between Europe and Asia) and to agree in this contract to apply a **single international legal regime** (known as an opt-in).

The contract of carriage then is accompanied by a **single URL consignment note** that is subject to just one legal regime.

URL establishes a **uniform international legal framework** for rail freight transport between the participating **states falling otherwise under the CIM or SMGS regimes**. The URL provisions take priority over their national laws and apply to each single international contract of carriage between those states if the **parties to the contract of carriage** opt to apply URL to their contract. Such a decision – use of the URL consignment note – eliminates the need to **re-consign the goods** at the border between the CIM and SMGS systems.

**URL is a voluntary choice** for the contracting parties. It will continue to be possible to apply CIM and SMGS systems for carrying goods between Europe and Asia if the parties choose not to apply URL for a specific consignment. In this case, it will once again be necessary to conclude two contracts of carriage, one under CIM and another under SMGS systems, and the consignment needs either two consignment notes or a single CIM/SMGS consignment note.

If the contracting parties **agree** to use URL, then it will **apply in full** (Article 3 § 1 URL). Specific exemptions from URL are possible only if they are explicitly provided in the URL's provisions.

## II. Basic outline of URL

Unified Railway Law has been developed from the **CIM 1999** and the **SMGS 2015 systems** and other international conventions for other modes of transport. For the most part, the corresponding provisions of CIM and SMGS have been included. Where those systems differ, e.g. for the **carrier's liability, compromises** were found to draw up the URL relevant provisions. To make the law simpler, clearer and easier to use than the CIMS and the SMGS systems, certain provisions of lesser importance have not been included in the URL (for example, declarations of value, interest in delivery, cash on delivery, rail-sea traffic and nuclear incidents).

## III. URL's advantages

The choice of URL by the parties to the contract entails a number of **advantages**:

1. Application of a single, simple and clear legal regime that focuses only on the main aspects of the rail freight transport. This regime covers the entire transport route from the premises of the consignor to those of the consignee. It is thus not necessary to take into account multiple freight transportation regulations and their different contents.
2. Use of a single consignment note that no longer has to comply with two regulatory systems as the CIM/SMGS consignment note.
3. Consideration of the preferences of the parties to the contract by strengthening their freedom of contract. The parties to the contract of carriage can decide on many of the details of the contract to suit their individual needs.
4. Inclusion of certain complementary transport with other modes of transport (multi-modal transport) to the application of URL. For example, container transport by road in vehicles or barge that is becoming increasingly important as a means of moving freight between senders and transshipment terminals, and from arrival terminals to recipients can be assumed as contract of carriage in the framework of URL.
5. A single system for liability covering loss, damage or delay in delivery applying to all railway undertakings participating in end-to-end transports and to their customers, and no need to comply with the different liability regulations of varying legal systems.
6. A minimum liability level for the carrier with specific upper compensation thresholds. However, the parties to the contract can agree to specify a higher liability threshold for the carrier. In certain situations, the consignor's liability can be limited to the same level as the carrier's liability.

All in all, the Unified Railway Law gives rail operators and their customers the ability to move freight in a quick, cost-effective manner on routes between Europe and Asia, based on a uniform legal regime that entails little administrative work.

#### **IV. Pilot phase**

Following the ministerial declaration on Unified Railway Law (Geneva, 23 February 2013), the UNECE Inland Transport Committee, in its resolution of 26 February 2016, called upon railway undertakings and their international organisations to test the new statutory provisions in practice whenever possible.

URL has not yet been formally adopted and consequently, has not entered into force. However, it is possible to apply its provisions now on the basis of a mutual agreement between the parties to the contract of carriage, for example as part of general terms and conditions. The precise nature of URL in legal terms (i.e. will it be an international convention) remains to be finalised.

After a final version of the URL consignment note for pilot transport using URL provisions has now been prepared, a key point was reached from which the real pilot test can be undertaken. All interested railway undertakings involved in rail freight carriage between Europe and Asia are invited, once again, to participate in pilot tests on the application of URL. To this end, they are recommended:

- To obtain the backing of the relevant government authorities for conducting the URL tests, if required, and
- To work with the relevant railway undertakings to identify suitable corridors and connections, and to clarify any practical questions that are still outstanding.

#### **V. Outlook**

Large sums of money are currently being invested in important infrastructure projects along a number of Eurasian rail corridors: the objective is to facilitate and accelerate rail freight transportation on routes of over 10,000 km. These projects also need a set of straightforward, clear legal provisions for contract of carriage in order to see an increasing traffic. The Unified Railway Law would be an ideal solution. It does not require large investments, merely the collective decision to apply it.

To recap: the Unified Railway Law would, for the first time, offer rail undertakings and their customers, as it is the case for transport by road or maritime transport, the possibility to perform rail freight carriage on the routes of over 10 000 km under one legal system with one contract of carriage and one consignment note.