



**Economic and Social  
Council**

Distr.  
GENERAL

TRANS/SC.3/AC.5/1999/20  
24 November 1998

ENGLISH  
Original: FRENCH

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**ECONOMIC COMMISSION FOR EUROPE**

INLAND TRANSPORT COMMITTEE

Preparatory Committee Established  
Jointly by CCNR, the Danube Commission  
and ECE for the Drafting of the  
Convention on the Contract for the  
Carriage of Goods by Inland Waterway  
(Sixth session, 1-5 February 1999,  
agenda item 4)

CONSIDERATION OF THE DRAFT CONVENTION ON THE CONTRACT  
FOR THE CARRIAGE OF GOODS BY INLAND WATERWAY (CMNI)\*

Note by the secretariat

The secretariat reproduces below the reference document on the amendments by the rapporteur, Mr. Muller, set out in document TRANS/SC.3/AC.5/1998/17 and CMNI/PC (98) 8, to the consolidated version of articles 1 to 8 as contained in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 and the texts which the Committee decided to adopt at its fourth session.

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\* Circulated by the Central Commission for the Navigation of the Rhine (CCNR) under the symbol CMNI/PC (98) 13.

CENTRAL COMMISSION FOR THE NAVIGATION OF THE RHINE  
DANUBE COMMISSION

UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE

Draft Convention on the contract for the carriage  
of goods by inland waterway (CMNI)

Article 1: Definitions

Each paragraph begins in principle with the term to be defined in order to avoid repeating the words "the term".

Paragraph 2

2. "Actual carrier" means any person to whom the performance of all or part of the carriage of goods has been entrusted by the carrier;\*

Paragraph 5

5. "Contract for carriage by inland waterway" means any contract, of any kind, whereby a carrier undertakes against payment of freight to transport goods by inland waterway;\*\*

Paragraph 6

6. "Transport document" means a document establishing the existence of a contract for carriage by inland waterway\*\*\* and recording the acceptance or loading of goods by a carrier, drawn up in the form of a bill of lading or consignment note or of any other document in common use in the trade;\*\*\*\*

Former paragraph 6 of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27: consolidated draft, has been deleted in the rapporteur's version:

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\* The sentence: "it also means any other person to whom such performance has been entrusted" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 has been deleted from the consolidated draft adopted.

\*\* The phrase "from a port of loading to a port of discharge" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 has been deleted (because of the amendment of the definition of "contract for carriage by inland waterway").

\*\*\* In the French text the term "navigation" replaces the term "voies d'eau" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

\*\*\*\* The sentence: "a loading certificate having the same legal force under the applicable law shall be treated as a bill of lading" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27: consolidated draft (adopted), was deleted.

6. "Port of loading" and "port of discharge" also mean places of loading and discharge not within port precincts.

Paragraph 7 (former 8)

The phrase "but does include live animals" was deleted.

Paragraph 8 (former 9)

8. "In writing" includes, unless otherwise agreed between the Parties concerned, the situation where information is contained in electronic, optical or similar means of communication,\* including, but not limited to, telegram, telecopy, telex, electronic mail or electronic data exchange (EDI), provided the information is accessible so as to be usable for subsequent reference.\*\*

Article 2: Scope

Paragraph 1

The paragraph was amended by the rapporteur. The notions of "acceptance" and of "port of delivery" were added; that of the location of optional ports was rephrased.

Document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27: consolidated draft

former

1. The provisions of this Convention shall apply to any contract for carriage by inland waterway under which the port of loading and the port of discharge stipulated in the contract, or where there are optional ports, the actual port of discharge, are situated in two different States, of which at least one is a Contracting State to this Convention.

Document TRANS/SC.3/AC.5/1998/17 and CMNI/PC (98) 8: rapporteur's version

new

1. This Convention shall apply\*\*\* to any contract for carriage by inland waterway under which the port of loading or acceptance and the port of discharge or delivery stipulated in the contract are situated in two different

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\* The term "similar" was added to the text of document TRANS/SC.3/AC.5/3 and CMNI/PC (97) 24: decisions taken by the Preparatory Committee.

\*\* In the French text, the term "puisse être" was replaced by "pour être" in document TRANS/SC.3/AC.5/3 and CMNI/PC (97) 24: decisions taken by the Preparatory Committee.

\*\*\* Note by the secretariat (NS): In the French text, a preferable expression would be: "la présente Convention s'applique à ...".

States of which at least one is a Contracting State to this Convention. If the contract stipulates a choice of several ports of discharge or delivery, the actual place selected shall determine the choice.

Paragraph 2 (former paragraph 3)

Paragraph 2 was amended by adding a reference to the application of the conditions referred to in paragraph 1.

Document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27: consolidated draft

former

3. This Convention shall also apply\* if the purpose of the contract for carriage by inland waterway is the carriage of goods, without trans-shipment, on board a single vessel, both on inland waterways and in maritime waters, unless ...

Document TRANS/SC.3/AC.5/1998/17 and CMNI/PC (98) 8: rapporteur's version

new

2. This Convention shall also apply if the purpose of the contract for carriage by inland waterway is the carriage of goods, without trans-shipment, both on inland waterways and in maritime waters, under the conditions set out in paragraph 1, unless ...

Paragraph 3 (former paragraph 2)

3. This Convention shall apply\*\* regardless of the nationality, place of registration,\*\* home port or the fact that the vessel is a maritime or\*\*\*\* inland navigation vessel and without regard to the nationality, domicile, headquarters or place of residence of the carrier, the shipper or the consignee.

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\* NS: (see paragraph 1).

\*\* In the French text the term "est applicable" replaces "s'applique" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.  
NS: (see paragraph 1).

\*\*\* The word "or" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 was deleted.

\*\*\*\* "Maritime or" was added to the wording of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

II. Rights and obligations of the parties to the contract

Article 3: Acceptance, carriage and delivery of the goods

Paragraph 1

The paragraph was amended by the rapporteur. The obligations have been clarified by proposing in a paragraph 2 in square brackets, that the acceptance or delivery of the goods should take place on board the vessel or on land according to what has been agreed.

Document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27: consolidated draft

former

1. The carrier shall, as agreed, carry the goods accepted in the vessel or on land and deliver them to the consignee, at the place of destination within the specified time and in the condition in which they were handed over to him in the vessel or on land.

Document TRANS/SC.3/AC.5/1998/17 and CMNI/PC (98) 8: rapporteur's version

new

1. The carrier shall accept the goods, carry them and at the place of destination and within the specified time deliver them to the consignee in the condition in which they were handed over to him.

Paragraph 2

new paragraph proposed by the rapporteur

[2. The acceptance and delivery of the goods shall take place on board the vessel or on land according to what has been agreed.]

Paragraph 3 (paragraph 2 of the consolidated document with the amendments given below)

3. The carrier shall decide which vessel is to be used and shall be bound, before or at the beginning of the voyage, to exercise due diligence to ensure that the vessel is in a state to carry the goods loaded,\* is navigable and\*\* carries the equipment and crew prescribed by the regulations in force.

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\* The word "and" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 was deleted.

\*\* The words "that it" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 were deleted.

Paragraph 4 (paragraph 3 alternative (a) of the consolidated document)

The three alternatives ((a), (b) and (c)) for this paragraph in the consolidated draft have been reduced to a single alternative, and entirely amended by the rapporteur.

Document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27: consolidated draft

former

Alternative (a)

[3. If it has been agreed that the carriage shall be performed by a specific vessel or type of vessel, the carrier shall not be entitled to load or trans-ship the goods on to another vessel or vessel of a different type except with the agreement of the shipper, particularly where the goods have to be loaded or trans-shipped in whole or in part to other vessels for imperative reasons, such as low water or incidents or events adversely affecting shipping, or in accordance with port practice.]

Alternative (b)

[3. Without the agreement of the shipper within an appropriate time, the carrier may not load or trans-ship the goods, in whole or in part, on to another vessel, unless this is necessitated by reasons imperative for the performance of the contract which were unforeseeable at the time when the contract was concluded.]

Alternative (c)

[3. Without the agreement of the shipper within an appropriate time, the carrier may not load the goods, in whole or in part, on to a vessel other than that specified in the contract or trans-ship goods already loaded on to another vessel, except for reasons imperative for the performance of the contract which were unforeseeable at the time when the contract was concluded.]

Document TRANS/SC.3/AC.5/1998/17 and CMNI/PC 98 (8): rapporteur's draft

new

4. If it has been agreed that the carriage shall be performed by a specific vessel or type of vessel, the carrier shall not be entitled to load or trans-ship the goods in whole or in part on to another vessel except with the agreement of the shipper or in circumstances which were unforeseeable at the time when the contract was concluded [and which imperatively require loading or trans-shipment for the performance of the contract for carriage, such as low water or incidents or events adversely affecting shipping, or in accordance with port practice.]

Alternative: [... and which imperatively require loading or trans-shipment for the performance of the contract for carriage, and if the carrier has been unable to obtain instructions from the shipper within an appropriate period of time.]

Paragraph 5

new

5. Subject to the obligations to be borne by the shipper\*, the carrier shall guarantee that\*\* the loading, stowage and wedging in position of the goods does not affect the safety of the vessel.

former

5. Subject to the obligations to be borne by the shipper and in accordance with good shipping practice, the carrier shall be responsible for the safety [of loading], stowing and wedging in position of the goods.

Article 4: Actual carriage\*\*\*

Paragraph 1

1. Where the performance of all or part of the carriage is entrusted to a third party\*\*\*\* (actual carrier), whether or not in the exercise of a right accorded to him in the contract for carriage, the carrier shall remain liable\*\*\*\*\* for the entire carriage.\*\*\*\*\* The actual carrier shall be liable

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\* The phrase "and in accordance with good shipping practice" in document TRANS/SC.3/AC.5/3 and CMNI/PC (97) 24 was deleted.

\*\* The phrase "shall guarantee that" replaces "shall be responsible for the safety [of loading], stowage and wedging in position ...". The safety of the load has been replaced by the safety of the vessel.

NS: It seems that it would be more appropriate to see to the safety of the goods which the carrier must ensure under the contract for carriage.

\*\*\* The heading "Actual carriage" was replaced by "actual carrier".

\*\*\*\* "Third party" was added to the wording of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

\*\*\*\*\* "Remain liable" replaces "nevertheless remain liable" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

\*\*\*\*\* The phrase "according to the provisions of this Convention" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 was deleted.

to the same extent as the carrier for any damage caused by the loss or deterioration of the goods or by failure to comply with the delivery period during the carriage performed.\*

Paragraph 2 (see paragraph 1)

New wording of paragraph 2 of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27

2. Any agreement with the shipper or the consignee extending the carrier's liability shall be binding on the actual carrier only if agreed to by him expressly and in writing. The actual carrier may avail himself of all the objections validated by the carrier under the contract for carriage.\*\*

Paragraph 3

(Whether or not the actual carrier has so agreed, the carrier shall remain bound by the obligations or waivers resulting from such special agreement.)

Paragraph 3

new, cf. paragraph 1

3. Where and to the extent that the carrier and actual carrier are both liable, the liability shall be joint and several. No provision of this article shall adversely affect the right of appeal between the carrier and the actual carrier.\*\*\*

Article 5: Delivery time instead of "carriage time" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

Paragraph 1

1. The carrier shall deliver the goods within the time limit agreed in the contract for carriage, or, if no time limit has been agreed,\*\*\*\* within the time limit which could reasonably be required of a diligent carrier, allowing for the circumstances of the voyage and unhindered navigation.

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\* The second sentence replaces paragraph 2 of the version contained in TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 but with the deletion of the specification of the joint and several liability which is included in the new paragraph 3.

\*\* The second sentence concerning the actual carrier's right of defence replaces the specification of the scope of the carrier's commitment.

\*\*\* The last sentence includes the former paragraph 4.

\*\*\*\* The sentence: "The carrier shall deliver the goods within the time limit agreed in the contract for carriage or, if no time limit has been agreed" replaces the sentence "The carriage time shall be deemed to have been exceeded when the time limit agreed in the contract for carriage has passed or, if no time limit has been agreed, when the goods have not been delivered within a time limit ..." in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.



Paragraph 2

Amended wording in the rapporteur's proposal so as to take the proposition by Bulgaria into account

[2. If, instead of a precise delivery time, a given travel time has been agreed, it shall commence at the end of the day on which the goods and the accompanying documents required for the carriage have been handed over to the carrier and shall end when the consignee is informed of the arrival of the vessel and the availability of the goods.]

B: The shipper

Article 6: Obligations of the shipper

Paragraphs 2, 3, 4

Paragraphs 2, 3 and 4 of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 were amended.

former

2. The shipper shall, even if no fault can be attributed to him, meet all the damages and costs incurred by the carrier or actual carrier if the particulars referred to in paragraph 1 (a) to (d) to be entered in the transport document or accompanying documents are inaccurate or inadequate.

3. Unless the parties to the contract provide otherwise, the operations of loading, stowage and wedging in position of the goods shall be performed by the shipper.

4. If the nature of the goods so requires, the shipper shall, bearing in mind the agreed transport operation, hand over the goods in packagings in good condition [so as to guarantee their conservation and ensure that they do not cause damage to other goods and vessels during carriage and trans-shipment]. Packaged cargo or packages shall be properly marked when handed over for carriage.

Paragraphs 2 and 3 were amended

new

2. If the nature of the goods so requires, the shipper shall, bearing in mind the agreed transport operation, pack the goods in such a way as to prevent their loss or deterioration between acceptance and delivery by the carrier and so as to ensure that they do not cause damage to the vessel or to other goods.

3. The shipper shall load and stow the goods and immobilize them in accordance with shipping practice [unless it is specified that these tasks are to be performed by the carrier].

Article 7: Dangerous or environment-polluting goods

Paragraphs 1, 2, 3

Paragraphs 1, 2 and 3 of the document adopted TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 were amended.

former

1. The shipper shall, when providing the particulars referred to in article 6, describe the dangerous or environment-polluting goods by drawing the attention of the carrier to the properties of the goods and the precautions to be taken. He shall, moreover, legibly mark or label dangerous or environment-polluting goods as provided for by international or national regulations in force. In the absence of specific regulations, the shipper shall mark the goods in accordance with generally recognized shipping rules and practices. If the carriage of the dangerous or environment-polluting goods requires an authorization, the shipper shall hand over the official documents with the other accompanying documents at the same time as the goods.
2. If the shipper fails to perform the obligations set out in paragraph 1, he shall, even if the fault is not attributable to him, be responsible to the carrier for damages and costs resulting from such failure.
3. If such goods cannot be unloaded or delivered or if carriage of these goods in transit through the territory of other States proves impossible, on account of failure to obtain an administrative authorization, the provisions concerning inability to deliver shall apply in the absence of specific international or national regulations. The costs of carriage back to the port of loading or to a nearer place where the goods can be unloaded, delivered or disposed of, shall be borne by the shipper.

Paragraphs 1, 2, 3 were amended

new

1. If dangerous or environment-polluting goods are to be carried, the shipper shall, before handing over the goods, and in addition to the particulars referred to in article 6, paragraph 1, draw the attention of the carrier (in writing) to the danger and the inherent risks of pollution of the goods and the precautions to be taken. He shall legibly mark or label the goods as provided for by the international or national regulations in force or, in the absence of such regulations, in accordance with generally recognized shipping rules and practices.
2. If the carriage of the dangerous or environment-polluting goods requires an authorization, the shipper shall hand over the necessary official documents at latest when handing over the goods.
3. When the continuation of the carriage or the delivery of the dangerous or environment-polluting goods is rendered impossible owing to the absence of an administrative authorization (and in the absence of specific international requirements), the national legislation in force at the place of departure or

the place of delivery shall apply. The costs incurred by the return to the port of loading or a nearer place where the goods can be discharged and delivered or eliminated shall be borne by the shipper.

Paragraph 4

Article 7, paragraph 4 is taken from former article 8, paragraph 3 of the document adopted TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27, but was entirely amended by Mr. Muller.

former (Article 8, paragraph 3)

3. In the event of a real danger to persons, property or the environment, the carrier shall be entitled to unload, destroy or render harmless the goods referred to in article 7, also where the shipper referred to in paragraph 2 can show proof that he was aware of the properties or characteristics of the goods without there being grounds for compensation, except where there is an obligation to contribute to the general average or where there is a question of liability (under articles 16, 17, 19, 20, 21 and 22) of this Convention.

new paragraph 4

4. (Article 8, paragraph 3) In the event of immediate danger to persons, property or the environment, the carrier shall be entitled to unload, destroy or render harmless the goods, even if, before they were handed over, he was informed or was appraised by other means of the nature of the danger or the polluting features of these goods [while he will not be liable for compensation except in the case of a commitment concerning compensation for general average or liability as set out in articles 16 to 22 of this Convention].

Paragraph 5

Article 7, paragraph 5 is taken from former article 8, paragraph 4 of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 (adopted) but was slightly amended by Mr. Muller.

new paragraph 5

5. (Article 8, paragraph 4) If the carrier is authorized to take the measures referred to in paragraphs 3 or 4, he may claim [compensation for damage]\* [pro rata freight for the portion of the voyage already completed at the time when the measures were taken (freight in proportion to the distance travelled)].

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\* "Compensation for damage" was added by Mr. Muller to the text of document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

Article 8: Special measures to be taken by the carrier

Paragraphs 1 and 2

Former article 7 (a), paragraph 1 was completely amended by the rapporteur:

new

1. The shipper shall, even if no fault can be attributed to him, meet all the damages and costs incurred by the carrier owing to the fact that:

(a) the particulars referred to in articles 6 or 7, paragraph 1, are missing, inaccurate or inadequate;

(b) the dangerous or environment-polluting goods are not marked (in accordance with requirements); or

(c) the necessary accompanying documents are missing, inaccurate or inadequate.

[2. The shipper shall be responsible for the acts and omissions of persons to whom he had resorted to perform the tasks and meet the obligations referred to in article 6, paragraph 7 and article 7, paragraphs 1 and 2, as if they were his own acts and omissions.]

Article 9: Denunciation of the contract by the carrier

Paragraphs 1 and 2

new paragraph proposed by the rapporteur

1. The carrier may denounce the contract if the shipper has failed to perform the obligations set out in article 6, paragraph 1 or article 7, paragraphs 1 and 2.

2. If the carrier makes use of his right of denunciation, he may unload the goods at the shipper's expense and:

(a) where the voyage has not yet begun,\* demand, in addition\*\* to any demurrage charge, compensation\*\*\* equal to one third of the agreed freight or of the amount of costs incurred and any resulting damage; and\*\*\*\*

(b) where the voyage has begun, claim pro rata freight for the portion of the voyage already completed at the time when the denunciation was made\*\*\*\*\* (freight in proportion to the distance travelled).

Article 10: Delivery of the goods

Paragraph 1

Paragraph 1 was taken from document CMNI/PC (98) 9: draft CMNI Convention.

1. The consignee requesting delivery of the goods shall, in accordance with the contract for carriage, be responsible for the freight and other amounts owed on the goods, as well as for his contribution to any general average. [In the absence of a contract for carriage, or if such a contract has not been presented, the consignee shall be responsible for the freight agreed with the shipper if it corresponds to market practice.]\*\*\*\*\*

Paragraph 2

Paragraph 2 was completely amended by the rapporteur.

[2. The shipper shall be required to pay the amounts due under the contract for carriage.]

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\* The phrase "denounce the contract of carriage and" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27 was deleted.

\*\* In the French text, "plus" replaces "sus" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

\*\*\* In the French text "une indemnisation" replaces "dédommagement" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

\*\*\*\* "And" has been added.

\*\*\*\*\* "Denunciation" replaces "measures were taken" in document TRANS/SC.3/AC.5/1998/11 and CMNI/PC (97) 27.

\*\*\*\*\* The sentence: "[In the absence of a contract for carriage, or if such a contract has not been presented, the consignee shall be responsible for the freight agreed with the shipper if it corresponds to market practice]" was added by Mr. Muller.

Paragraph 3

Paragraph 3 was amended by the rapporteur.

3. Notwithstanding the law applicable to the contract for carriage, the law of the State in which the port of discharge or the place of delivery is situated shall determine:\*

(a) the time, place, arrangements, duration and time limit for the delivery of the goods, as well as their treatment in the event of an obstacle to delivery; and\*\*

Sub-paragraph (b) was completely amended by the rapporteur.

former (TRANS/SC.3/AC.5/1997/1 and CMNI/PC (97) 9)

(b) to the existence and limits of any lien on the goods as a guarantee of any amounts owed to the carrier.

new

(b) whether and to what extent amounts owed to the carrier are guaranteed by a lien on the goods.

Paragraph 4

new paragraph proposed by the rapporteur

[4. The handing over of the goods to an authority or a third party under the legislation or administrative requirements in force in the port of discharge or the place of delivery shall be considered as a delivery.]

III. Transport documents

Article 11: Nature and content

Paragraph 4

Sub-paragraph (b) was amended by the rapporteur:

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\* The phrase "or the place of delivery ... shall determine" replaces "shall apply" in document TRANS/SC.3/AC.5/1997/1 and CMNI/PC (97) 9.

\*\* In the French text, the terms in italics and underlined in paragraph (a) were amended.

former:

(a) to the time, place, arrangements, duration and time limit for the delivery of the goods, as well as to their treatment in the event of an obstacle to delivery; and

former

(b) the rightful consignee of the goods;

new

(b) the consignee of the goods and any address indicated by him;  
Sub-paragraph (e) was amended by the rapporteur:

former

(e) the general nature and apparent condition of the goods;

new

[(e) the usual name of the type of goods and their packaging, for dangerous goods or goods for which there is a risk of pollution, their name according to the requirements in force or their general shipping name.]

(f) the dimensions, number or (gross) weight\* as well as the identification marks of the goods taken on board or taken over for the purpose of carriage;

Article 12: Inclusion of reservations in transport documents

Paragraph 2

Paragraph 3: new paragraph proposed by the rapporteur

[3. When, in accordance with the particulars set out in the transport document, the goods are placed in a container or in the holds of the vessel and sealed by the shipper and when the container or the seals are still intact when they reach the port of discharge or the place of delivery, it shall be assumed that the state and quantity of the goods have remained unchanged since their acceptance by the carrier for carriage.]

[Alternative: ... it shall be assumed that the loss or damage to the goods was not occasioned during carriage.]

Article 13: Bill of lading

Paragraph 5

Paragraph 5 had already been proposed in document TRANS/SC.3/AC.5/1997/1 and CMNI/PC (97) 9.

[5. Notwithstanding the law applicable to the contract for carriage, the legal effects of a bill of lading, except where referred to in this Convention, shall be assessed in accordance with the law of the State in whose

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\* "Gross" was added to the text of document TRANS/SC.3/AC.5/1997/1 and CMNI/PC (97) 9.

territory the agreed port of discharge or delivery\* is situated (alternative: in accordance with the law of the State of the place of issue.)]\*\*

Article 15: Conditions for the exercise of the right of disposal

Paragraph 2

The words "or the consignee" were added in paragraph 2.

2. [Under no circumstances should new instructions by the shipper or the consignee affect the normal operations of the carrier or obstruct or interfere with the performance of undertakings entered into prior to the amendment of the contract for carriage] [nor should they result in a division of the cargo].

V. Liability of the carrier

Article 16: Liability for damage suffered by the goods or resulting from a delay

new alternative

[Alternative: ... which a carrier could not have avoided and whose consequences he could not have averted, despite due diligence.]

Article 17: Responsibility of the carrier for his servants

Paragraphs 1, 2, 3, 4

Paragraphs 1, 2, 3, 4 remain unchanged except for one word in the French text of paragraphs 1 and 3 where "l'exercice" of document TRANS/SC.3/AC.5/1997/1 and CMNI/PC (97) 9 has been replaced by "accomplissement".

new paragraph 5 proposed by the rapporteur

Paragraph 5

[5. A pilot designated by an authority and who cannot be freely selected is not a servant within the meaning of paragraph 1.]

[Alternative: When the use of pilot services is mandatory, the pilot is not a servant within the meaning of paragraph 1.]

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\* "Or delivery" was added by the rapporteur.

\*\* The alternative was added by the rapporteur.



Article 18: Special exemptions from liability

Paragraph 3

Paragraph 3 was taken from document TRANS/SC.3/AC.5/5 and CMNI/PC (98) 7: decisions taken by the Preparatory Committee. It was left in square brackets, in view of the discussions at the fourth session.

Article 19: Amount of compensation

Paragraph 4

4. For goods which by their nature are exposed to normal loss in transit during carriage, whatever the duration of the carriage, the carrier shall be held liable only for that part of the loss\* which exceeds normal loss in transit as determined by parties to the contract or, if not, by applicable rules and usage at the place of destination.

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\* The phrase "by volume or weight" was deleted from the text of document CMNI/PC (98) 7: decisions taken by the Preparatory Committee.