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Diplomatic Conference Organized Jointly
by CCNR, the Danube Commission and ECE
for the Adoption of the Convention on
the Contract for the Carriage of Goods
by Inland Waterway
(Budapest, 21 February-March 2000)

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

Note by the secretariat

The text reproduced below was prepared in the course of six sessions of the 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 and finalized by a Drafting Committee.

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**CENTRAL COMMISSION FOR THE NAVIGATION OF THE RHINE
DANUBE COMMISSION
UNITED NATIONS ECONOMIC COMMISSION FOR EUROPE**

**Convention on the Contract for the Carriage
of Goods by Inland Waterway (CMNI)**

The States Parties to this Convention,

Having recognized the need and desirability of establishing by common agreement certain uniform rules concerning contracts for the carriage of goods by inland waterway,

Have decided to conclude a Convention for this purpose and have thereto agreed as follows:

**CHAPTER I
GENERAL PROVISIONS**

Article 1

Definitions

In this Convention,

1. “Carrier” means any person by whom or in whose name a contract of carriage by inland waterway has been concluded with a shipper;
2. “Actual carrier” means any person to whom the performance of carriage by inland waterway or of part of the carriage has been entrusted by the carrier;
3. “Shipper” means any person by whom or in whose name or on whose behalf a contract of carriage by inland waterway has been concluded with a carrier;
4. “Consignee” means the person entitled to take delivery of the goods;
5. “Contract of carriage by inland waterway” means any contract, of any kind, whereby a carrier undertakes against payment of freight to carry goods by inland waterway;
6. “Transport document” means a document which evidences a contract of carriage by inland waterway and the taking over or loading of goods by a carrier, made out in the form of a bill of lading or consignment note or of any other trade document;
7. “Goods” does not include either towed or pushed vessels or the luggage or vehicles of passengers; where the goods are consolidated in a container, pallet or similar article of transport or where they are packed, “goods” includes such article of transport or packaging if supplied by the shipper;

8. "In writing" includes, unless otherwise agreed between the parties concerned, the transmission of information by electronic, optical or similar means of communication, including, but not limited to, telegram, telecopy, telex, electronic mail or electronic data interchange (EDI), provided the information is accessible so as to be usable for subsequent reference.

Article 2

Scope of application

1. This Convention is applicable to any contract of carriage by inland waterway whereby the port of loading or taking over of the goods and the port of discharge or delivery stipulated in the contract are located in two different States of which at least one is a Contracting Party to this Convention. If the contract stipulates a choice of several ports of discharge or delivery, the port of discharge or delivery to which the goods have actually been delivered shall determine the choice.

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

(a) A marine bill of lading has been made out in accordance with the maritime law applicable, or

(b) The distance to be travelled in waters to which maritime rules apply is the greater.

3. This Convention is applicable without regard to the nationality, place of registration or home port of the vessel or to whether it is a maritime or inland navigation vessel and without regard to the nationality, domicile, head office or place of residence of the carrier, the shipper or the consignee.

CHAPTER II

RIGHTS AND OBLIGATIONS OF THE CONTRACTING PARTIES

Article 3

Taking over, carriage and delivery of the goods

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

2. Unless otherwise agreed, the taking over and delivery of the goods shall take place on board the vessel.

3. The carrier shall decide which vessel is to be used and shall be bound, before and at the beginning of the voyage, to exercise due diligence to secure that, taking into account the goods

to be carried, the vessel is in a state to carry the cargo, is seaworthy and is properly manned and equipped as prescribed by the regulations in force and is furnished with the necessary national and international authorizations for the carriage of the goods in question.

4. Where 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, within an appropriate period of time or in circumstances which were unforeseeable at the time when the contract was concluded and in which loading or trans-shipment for the performance of the contract of carriage is unavoidable, in particular in the event of low water or incidents or events adversely affecting shipping, or in order to be in accordance with port practice.

5. Except as provided by the obligations incumbent on the shipper, the carrier shall ensure that the loading, stowage and immobilization of the goods does not affect the safety of the vessel.

6. The carrier is entitled to carry the goods on deck or in open vessels only if it has been agreed with the shipper or if it is in accordance with the usage of the particular trade or is required by the statutory regulations.

Article 4

Actual carrier

1. Where the performance of the carriage or part thereof has been entrusted to an actual carrier, whether or not in pursuance of a liberty under the contract of carriage to do so, the carrier nevertheless remains responsible for the entire carriage according to the provisions of this Convention. All the provisions of this Convention governing the responsibility of the carrier also apply to the responsibility of the actual carrier for the carriage performed by him.

2. Any agreement with the shipper or the consignee extending the carrier's responsibility according to the provisions of this Convention affects the actual carrier only if agreed to by him expressly and in writing. The actual carrier may avail himself of all the objections invocable by the carrier under the contract of carriage.

3. Where and to the extent that both the carrier and the actual carrier are liable, their liability is joint and several. Nothing in this article shall prejudice any right of recourse as between the carrier and the actual carrier.

Article 5

Delivery time

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

Article 6

Obligations of the shipper

1. The shipper shall be required to pay the amounts due under the contract of carriage.
2. The shipper shall furnish the carrier, before the goods are taken over and in writing, with the following particulars concerning the goods to be carried:
 - (a) Dimensions, number or weight and stowage factor of the goods to be carried;
 - (b) Leading marks necessary for identification of the goods;
 - (c) Nature, characteristics and properties of the goods;
 - (d) Instructions concerning the Customs or administrative regulations applying to the goods; and
 - (e) Other necessary particulars to be entered in the transport document.

The shipper shall also hand over to the carrier, when the goods are handed over, all the required accompanying documents.

3. 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 damage between the time they are taken over by the carrier and delivery and so as to ensure that they do not cause damage to the vessel or to other goods. According to what has been agreed with a view to carriage, the shipper shall also make provision for appropriate marking conforming to the international or national regulations in force or, in the absence of such regulations, in accordance with rules and practices generally recognized in inland navigation.
4. Subject to the obligations to be borne by the carrier, the shipper shall load and stow the goods and immobilize them in accordance with inland navigation practice unless the contract of carriage specifies otherwise.

Article 7

Dangerous and polluting goods

1. If dangerous or 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 2, 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 rules and practices generally recognized in inland navigation.

2. Where the carriage of the dangerous or polluting goods requires an authorization, the shipper shall hand over the necessary official documents at latest when handing over the goods.

3. Where the continuation of the carriage, the discharge or the delivery of the dangerous or polluting goods is rendered impossible owing to the absence of an administrative authorization, and in the absence of agreement by the parties to the contract, the national legislation in force at the place where the carriage was interrupted or the national legislation in force at 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 disposed of shall be borne by the shipper.

4. In the event of immediate danger to life, property or the environment, the carrier shall be entitled to unload, destroy or render innocuous the goods, even if, before they were taken over, he was informed or was appraised by other means of the nature of the danger or the polluting features of these goods.

5. Where the carrier is authorized to take the measures referred to in paragraphs 3 or 4 above, he may claim compensation for damages.

Article 8

Liability of the shipper

1. The shipper shall, even if no fault can be attributed to him, be responsible for all the damages and costs incurred by the carrier or the actual carrier by reason of the fact that:

(a) The particulars referred to in articles 6, paragraph 2, or 7, paragraph 1, are missing, inaccurate or inadequate;

(b) The dangerous or polluting goods are not marked or labelled in accordance with the international or national regulations in force or, if no such regulations exist, in accordance with rules and practices generally recognized in inland navigation;

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

2. The shipper shall be responsible for the acts and omissions of persons of whose services he makes use to perform the tasks and meet the obligations referred to in articles 6 and 7, when such persons are acting within the scope of their employment, as if such acts or omissions were his own.

Article 9

Termination of the contract by the carrier

1. The carrier may terminate the contract if the shipper has failed to perform the obligations set out in article 6, paragraph 2 or article 7, paragraphs 1 and 2.
2. If the carrier makes use of his right of termination, 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 the amount of costs incurred and the loss resulting from the termination; and
 - (b) Where the voyage has begun, claim freight in proportion to the distance travelled.

Article 10

Delivery of the goods

1. The consignee who, following the arrival of the goods at the place of delivery requests their delivery, shall, in accordance with the contract of carriage, be responsible for the freight and other charges due on the goods, as well as for his contribution to any general average. In the absence of a transport document, or if such document has not been presented, the consignee shall be responsible for the freight agreed with the shipper if it corresponds to market practice.
2. Unless the contract of carriage provides otherwise, 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
 - (b) Whether and to what extent amounts owed to the carrier are secured by a lien or a right of retention on the goods.
3. 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 a delivery.

CHAPTER III

TRANSPORT DOCUMENTS

Article 11

Nature and content

1. For all carriage governed by this Convention the carrier shall draw up a transport document; he shall draw up a bill of lading only if the shipper so requests and if it has been so

agreed before the goods were loaded or before they were taken over for carriage. The lack of a transport document or the fact that it is incomplete shall not affect the validity of the contract of carriage.

2. The original of the transport document must be signed by the carrier, the master of the vessel or a person authorized by the carrier. The carrier may require the shipper to countersign the original or a copy. The signature may be in handwriting, printed in facsimile, perforated, stamped, in symbols or made by any other mechanical or electronic means, if not inconsistent with the law of the State where the transport document was issued.

3. The transport document shall be prima facie evidence, unless proved to the contrary, of the conclusion and content of the contract and of the taking over by the carrier of the goods. It shall provide a basis for the presumption that the goods have been taken over with a view to carriage as described therein.

4. When the transport document is a bill of lading, it shall be deemed prima facie evidence in the relations between the carrier and the consignee. The conditions of the contract shall continue to determine the relations between carrier and shipper.

5. The transport document, in addition to its name, shall contain the following particulars:

- (a) The name, address, head office or place of residence of the carrier and of the shipper;
- (b) The consignee of the goods;
- (c) The name or number of the vessel, whether the goods have been taken on board, or particulars in the transport document stating that the goods have been taken over by the carrier but not yet loaded on the vessel;
- (d) The port of loading or the place where the goods were taken over and the port of discharge or the place of delivery;
- (e) The usual name of the type of goods and their method of packaging and, for dangerous or polluting goods, their name according to the requirements in force or their general shipping name;
- (f) The dimensions, number or weight as well as the identification marks of the goods taken on board or taken over for the purpose of carriage;
- (g) The statement, if applicable, that the goods shall or may be carried on deck or on board open vessels;
- (h) The agreed provisions concerning freight;

- (i) For consignment notes, the specification as to whether it is an original or a copy; for bills of lading, the number of originals;
- (j) The place and date of issue.

Article 12

Reservations in transport documents

1. The carrier is entitled to include in the transport document reservations concerning:
 - (a) The dimensions, number or weight of the goods, if he has reasonable grounds to suspect that the particulars supplied by the shipper are inaccurate or if he had no reasonable means of checking such particulars, especially where the goods have not been counted, measured or weighed in his presence at the shipper's expense or when, without explicit agreement, the dimensions or weights have been determined by measurement of the vessel;
 - (b) Identification marks which are not clearly and durably affixed on the goods themselves or, if they are packed, on the receptacles or packagings;
 - (c) The apparent condition of the goods.
2. If the carrier fails to note the apparent condition of the goods or does not enter reservations in that respect, he is deemed to have noted in the transport document that the goods were in apparent good condition.
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 loss or damage to the goods was not occasioned during carriage.

Article 13

Bill of lading

1. The originals of a bill of lading shall be certificates of value issued in the name of the consignee, to order or to bearer.
2. At the place of destination, the goods shall be delivered only in exchange for the original of the bill of lading submitted initially; thereafter, further delivery cannot be claimed against other originals.
3. When the goods are taken over by the carrier, handing over the bill of lading to the person entitled to take delivery of the goods has the same effects as the handing over of the goods as far as the acquisition of rights to the goods is concerned.

4. If the bill of lading has been transferred to a third party, including the consignee, who has acted in good faith in reliance on the description of the goods therein, proof to the contrary of the presumption set out in article 11, paragraph 3 and article 12, paragraph 2 shall not be admissible.

CHAPTER IV
RIGHT TO DISPOSE OF THE GOODS

Article 14

Holder of the right of disposal

1. The shipper shall be authorized to dispose of the goods; in particular, he may require the carrier to discontinue the carriage of the goods, to change the place of delivery or to deliver the goods to a consignee other than the consignee indicated in the contract of carriage.
2. The shipper's right of disposal shall cease to exist once the consignee, following the arrival of the goods at the scheduled place of delivery, has requested delivery of the goods and,
 - (a) Where carriage is under a consignment note, once the original has been handed over to the consignee;
 - (b) Where carriage is under a bill of lading, once the shipper has relinquished all the originals in his possession by handing them over to another person.
3. By an appropriate entry in the consignment note, the shipper may, when the consignment note is issued, waive his right of disposal to the consignee.

Article 15

Conditions for the exercise of the right of disposal

1. The shipper or, in the case of article 14, paragraphs 2 and 3, the consignee, must, if he wishes to exercise his right of disposal:
 - (a) Where carriage is under a bill of lading, submit all originals prior to the arrival of the goods at the scheduled place of delivery;
 - (b) Submit a transport document other than a bill of lading, which shall include the new instructions given to the carrier;
 - (c) Reimburse the carrier for all the costs and damages entailed in carrying out such instructions;
 - (d) Pay all the agreed freight in the event of the discharge of the goods before arrival at the scheduled place of delivery, unless the contract for carriage provides otherwise.

CHAPTER V
LIABILITY OF THE CARRIER

Article 16

Liability for loss

The carrier is liable for loss resulting from loss or damage to the goods between the time when he took them over for carriage and their delivery, or resulting from delivery time being exceeded, unless he can show that the loss was due to circumstances which a diligent carrier could not have prevented and the consequences of which he could not have averted.

Article 17

Servants and agents

1. The carrier shall be responsible for the acts and omissions of his servants and agents of whose services he makes use for the performance of the contract of carriage, when such persons are acting within the scope of their employment, as if such acts or omissions were his own.
2. When the carriage is performed by an actual carrier in accordance with article 4, the carrier is also responsible for the acts and omissions of the servants and agents of the actual carrier acting within the scope of their employment.
3. If such an action is brought against the servants and agents of the carrier or the actual carrier, such persons, if they prove that they acted within the scope of their employment, are entitled to avail themselves of the defences and limits of liability which the carrier is entitled to invoke under this Convention.
4. Without prejudice to the provisions of article 21, the aggregate of the compensation recoverable from the carrier, the actual carrier and their servants and agents shall not exceed overall the limits of liability provided for in this Convention.
5. A pilot designated by an authority and who cannot be freely selected shall not be considered to be a servant or agent within the meaning of paragraph 1.

Article 18

Special exonerations from liability

1. The carrier shall be exonerated from liability when the loss, damage or delay are the result of one of the circumstances or risks listed below:
 - (a) Acts or omissions of the shipper, the consignee of the person entitled to dispose of the goods;

- (b) Handling, loading, stowage or discharge of the goods by the shipper, the consignee or third parties acting on behalf of the shipper or the consignee;
- (c) Carriage of the goods on deck or in open vessels, where such carriage has been agreed with the shipper or is in accordance with the practice of the particular trade, or if it is required by the regulations in force;
- (d) The nature of certain kinds of goods which exposes them to total or partial loss or damage, especially through breakage, rust, decay, desiccation, leakage, normal wastage (in volume or weight), or the action of vermin or rodents;
- (e) The lack of or defective condition of packaging in the case of goods which, by their nature, are liable to loss or damage when not packed or when the packaging is defective;
- (f) Insufficiency or inadequacy of marks identifying the goods;
- (g) Rescue or salvage operations or attempted rescue or salvage operations on inland waterways.

2. When, in the circumstances of the case, the loss or damage could be attributed to one or more of the circumstances or risks listed in paragraph 1 of the present article, it is presumed to have been caused by a circumstance or risk which the carrier could not have prevented and the consequences of which he could not have averted. This presumption does not apply if the injured party proves that the loss suffered does not result, or does not result exclusively, from one of the circumstances or risks listed in paragraph 1 of this article.

Article 19

Calculation of compensation

1. When the carrier is liable in respect of total loss of goods, the compensation payable by him shall be equal to the value of the goods at the place and on the day of delivery according to the contract of carriage. Delivery to a person other than a rightful claimant is deemed to be a loss.
2. In the event of partial loss or damage to goods, the carrier shall be liable only to the extent of the loss in value.
3. The value of the goods shall be fixed according to the commodity exchange price or, if there is no such price, according to their market price or, if there is no commodity exchange price or market price, by reference to the normal value of goods of the same kind and quality at the place of delivery.

4. In respect of goods which by reason of their nature are exposed to normal wastage during carriage, the carrier shall only be held liable, whatever the length of the carriage, for that part of the wastage which exceeds normal wastage as determined by the parties to the contract or, if not, by the regulations and established practice at the place of destination.

5. The provisions of this article shall not affect the carrier's right concerning the freight as provided by the contract of carriage or, in the absence of special agreements in this regard, by the applicable national regulations or practices.

Article 20

Maximum limits of liability

1. Subject to article 21 and paragraph 4 of this article, and regardless of the action brought against him, the carrier shall under no circumstances be liable for amounts exceeding:

(a) 666.67 units of account per package or other loading unit; or 2 units of account per kilogram of weight, specified in the transport document, of the goods lost or damaged, whichever is the higher;

(b) 20,000 units of account in the event of damage to a container (TEU) and its entire contents.

2. Where a container, pallet or similar article of transport is used to consolidate goods, the package or shipping units enumerated in the transport document as packed in or on such article of transport are deemed packages or shipping units. Except as aforesaid the goods in or on such article of transport are deemed one shipping unit. In cases where the article of transport itself has been lost or damaged, that article of transport, if not owned or otherwise supplied by the carrier, is considered one separate shipping unit.

3. In the event of loss due to a delay in delivery in accordance with article 5, the carrier shall be liable only for an amount not exceeding the value of the freight. However, the aggregate liability under paragraph 1 and the first sentence of this paragraph shall not exceed the limitation which would be established under paragraph 1 for total loss of the goods with respect to which such liability was incurred.

4. The carrier is not entitled to the benefit of the limitation of liability:

(a) where the shipper, before handing over to him the goods for carriage, has expressly specified the nature and higher value of such goods, and where such specifications, which can be refuted by the carrier, have been entered in the transport document;

(b) where the parties have expressly agreed to higher limits of liability.

5. The aggregate of the amounts of compensation recoverable from the carrier, the actual carrier and their servants and agents for the same loss shall not exceed overall the limits of liability provided for in this article.

Article 21

Loss of right to limit responsibility

1. The carrier or the actual carrier is not entitled to the defences and limitations of liability provided for in this Convention or in the contract of carriage if it is proved that he himself caused the damage, either with the intent to cause such damage by an act or omission, or recklessly and with knowledge that such damage would probably result.

2. Similarly, the servants and agents acting on behalf of the carrier or the actual carrier are not entitled to the defences and limitations of liability provided for in this Convention or in the contract of carriage, if it is proved that they caused the damage in the manner described in paragraph 1.

Article 22

Material scope of the defences and limits of liability

The defences and limits of liability provided for in this Convention or in the contract of carriage apply in any action in respect of loss or damage to or delay in delivery of the goods covered by the contract of carriage, whether the action is founded in contract, in tort or otherwise.

CHAPTER VI

CLAIMS PERIOD

Article 23

Notice of damage

1. The acceptance without reservation of the goods by the consignee is prima facie evidence of the delivery by the carrier of the goods in the same condition and quantity as when they were handed over to him for carriage.

2. The carrier and the consignee may require an inspection of the condition and quantity of the goods on delivery in the presence of the two parties.

3. Where the loss or damage to the goods is apparent, any reservation on the part of the consignee must be formulated in writing, unless already entered when the joint inspection took place, specifying the general nature of the damage, at latest at the time of delivery.

4. Where the loss or damage to the goods is not apparent, any reservation on the part of the consignee must be notified in writing specifying the general nature of the damage, at latest within 7 consecutive days from the time of delivery; in such case, the injured party shall show that the damage was caused while the goods were in the charge of the carrier.
5. No compensation shall be payable for damage resulting from delay in delivery unless the consignee can prove that notice of the damage was given to the carrier, within 21 consecutive days following delivery of the goods.

Article 24

Limitation of actions

1. All actions arising out of a contract governed by this Convention shall be time-barred after one year commencing from the day when the goods were, or should have been, delivered to the consignee. The day on which the limitation period commences is not included in the period.
2. The person against whom a claim is made may at any time during the running of the limitation period extend that period by a declaration in writing to the injured party. This period may be further extended by another declaration or declarations.
3. The suspension and interruption of the limitation period are governed by the law of the State applicable to the contract of carriage. In the event of a claim, the claimant may invoke other grounds for suspension or interruption in accordance with the lex fori. The filing of a claim during proceedings to apportion limited liability shall interrupt the limitation.
4. An action for indemnity by a person held liable under this Convention may be instituted even after the expiry of the limitation period provided for in paragraphs 1 and 2 of this article, if instituted within a period of 90 days commencing from the day on which the person instituting the action has had his claim upheld or has been served with process, or within a longer period as provided by the law of the State where proceedings are instituted.
5. A right of action which has become barred by lapse of time may not be exercised by way of counter-claim or set-off.

CHAPTER VII

LIMITS OF CONTRACTUAL FREEDOM

Article 25

Nullity of contractual stipulations

1. Subject to the provisions of article 20, paragraph 4, any stipulation intended to exclude, limit or increase the liability, within the meaning of this Convention, of the carrier, the actual

carrier or their servants or agents, shift the burden of proof or reduce the periods for claims or limitations referred to in articles 23 and 24 shall be null and void. Any stipulation assigning a benefit of insurance of the goods in favour of the carrier is also null and void.

2. Notwithstanding the provisions of paragraph 1 of this article and without prejudice to article 21, contractual stipulations shall be authorized specifying that the carrier is not responsible for losses arising from:

(a) An act or omission by the master of the vessel, the pilot or any other person in the service of the vessel, pusher or tug during navigation or in the formation or dissolution of a pushed or towed convoy, unless the act or omission results from an intention to cause damage or from reckless conduct in the knowledge that such damage would probably result;

(b) Fire or an explosion on board the vessel, where it is not possible to prove that the fire or explosion resulted from a fault of the carrier or his servants or agents or a defect of the vessel;

(c) The defects of his vessel or of a rented or chartered vessel if he can prove that such defects could not have been detected prior to the start of the voyage despite due diligence;

(d) The carriage of live animals unless he has not taken the measures or complied with the instructions agreed in the contract of carriage.

3. Without prejudice to article 16, where the carrier takes over the goods before they are loaded on the vessel or delivers them after they have been discharged from the vessel, damage caused during such period may be the subject of contractual stipulations concerning the liability of the carrier derogating from the provisions of articles 16 to 20 of this Convention, unless the carrier or his servants or agents acted or neglected to act either with the intention of causing the damage, or recklessly in the knowledge that such damage would probably result.

CHAPTER VIII

SUPPLEMENTARY PROVISIONS

Article 26

General average

Nothing in this Convention shall prevent the application of provisions in the contract of carriage or national law regarding the calculation of the amount of damages and contributions payable in the event of general average.

Article 27

Other applicable provisions and nuclear damage

1. This Convention does not modify the rights or duties of the carrier provided for in international conventions or national law relating to the limitation of liability of owners of ships or vessels.
2. The carrier shall be relieved of liability under this Convention when the damage was caused by a nuclear accident, when the operator of a nuclear installation or other authorized person is liable for such damage pursuant to the law or regulations of a State governing liability in the field of nuclear energy.

Article 28

Unit of account

1. The unit of account referred to in article 20 of this Convention is the Special Drawing Right as defined by the International Monetary Fund. The amounts mentioned in article 20 are to be converted into the national currency of a State according to the value of such currency at the date of judgement or the date agreed upon by the parties. The value of a national currency, in terms of the Special Drawing Rights, of a Contracting State which is a member of the International Monetary Fund is to be calculated in accordance with the method of evaluation 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 which is not a member of the International Monetary Fund is to be calculated in a manner determined by that State.
2. Nevertheless, those States which are not members of the International Monetary Fund and whose laws do not permit the application of the provisions of paragraph 1 of this article may, at the time of signature, or at the time of ratification or accession or at any time thereafter, declare that the limits of liability provided for in this Convention to be applied in their territories shall be fixed as 12,500 monetary units per package or other shipping unit or 37.5 monetary units per kilogram of gross weight of the goods mentioned in the transport document or 300,000 monetary units per container. This monetary unit corresponds to 65.5 milligrams of gold of millesimal fineness 900. The conversion into the national currency is to be made according to the law of the State concerned, in such a manner as to express in the national currency of the Contracting State as far as possible the same real value as for the amounts in article 20 as is expressed there in units of account.

Article 29

Additional national provisions

1. In cases not provided for in this Convention, the contract of carriage is governed by the law of the State agreed by the Parties.
2. In the absence of such agreement, the law of the State of the carrier's principal place of business at the time when the contract was concluded is to be applied, if the port of loading or the place where the goods are taken over, or the port of discharge or the place of delivery or the shipper's principal place of business is also in that State.
3. Where the carrier has no place of business on land and concludes contracts on board the vessel, the law to be applied, if no agreement has been made, is that of the State in which the vessel is registered or whose flag it flies, where the port of loading or the place where the goods are taken over, or the port of discharge or the place of delivery or the shipper's principal place of business are also located in that State.
4. Insofar as the lex fori does not provide for the application of another national law and where the applicable law cannot be determined pursuant to paragraphs 2 and 3 above, the law of the State with which the contract is most closely connected shall apply to the contract of carriage.

CHAPTER IX

SCOPE

Article 30

Scope

1. Each Contracting State may, at the time of signing this Convention or of depositing its instrument of ratification, acceptance, approval or accession, declare that it will not apply this Convention to certain inland waterways situated on its territory, to which international rules of navigation do not apply, and which do not constitute a link between such international inland waterways. However, such a declaration may not exclude all the main inland waterways of that State.
2. Where the purpose of the contract of carriage by inland waterway is the carriage of goods without trans-shipment both on international and national inland waterways subject to this Convention and on the inland waterways mentioned in the declaration referred to in paragraph 1 above, this Convention shall also apply to this contract unless the distance to be travelled on the latter waterways is the greater.

3. The declaration referred to in paragraph 1 above may be withdrawn at any time in whole or in part, by notification to the depository to that effect, indicating the date on which the reservation will cease to have effect. The withdrawal of the declaration shall not have any effect on contracts already concluded.

Article 31

Extension of the scope

Each Contracting State may, at the time of signing this Convention or of depositing its instrument of ratification or accession, or at any time thereafter, declare that it will also apply the provisions of this Convention:

- (a) to the carriage of goods between two ports situated on its territory;
- (b) by derogation from article 1, paragraph 5, also to carriage free of charge.

Article 32

Regional stipulations concerning liability

1. Each Contracting State may, at the time of signing this Convention or of depositing its instrument of ratification or accession, or at any time thereafter, declare that in respect of the carriage of goods between ports of loading or places where goods are taken over and ports of discharge or places of delivery, both of which are situated on the territory of States which have made the same declaration, the carrier shall not be responsible for loss caused by an act or omission by the master of the vessel, pilot or any other person in the service of the vessel, pusher or tower during navigation or during the formation or dissolution of a pushed or towed convoy, unless the act or omission results from an intention to cause damage or from reckless conduct in the knowledge that such damage would probably result.

2. The clause concerning liability referred to in paragraph 1 shall enter into force between the two Contracting States when this Convention enters into force in the second State which has made the same declaration. If a State has only made this declaration following the entry into force of the Convention, the clause concerning liability referred to in paragraph 1 shall only enter into force on the first day of the (third) month following the notification to the depository of the declaration by the second State and shall apply only to transport operations agreed after the entry into force of the declaration.

3. The declaration referred to in paragraph 1 may be withdrawn at any time by notification to the depository indicating the date on which the declaration will cease to have effect, at earliest the first day of the following month. However, the withdrawal shall not apply to goods which have not yet been delivered.

CHAPTER X FINAL PROVISIONS

Article 33

Additional protocols

1. Annexed to this Convention are Protocol No. 1 concerning loading and discharge times and demurrage in inland water transport and Protocol No. 2 concerning the calculation of freight and the distribution of shipping charges in inland water transport.
2. Each Contracting State may declare, at the time of signing this Convention or depositing its instrument of ratification or accession, or at any time thereafter, that it also adopts one or both protocols.
3. A protocol adopted in accordance with paragraph 2 is deemed to be an integral part of this Convention in the relations between the Contracting States which have deposited such declaration and the provisions of the protocols adopted are applicable to contracts of carriage governed by this Convention pursuant to articles 2, 30 and 31.
4. A protocol may be denounced individually pursuant to the provisions of article 36 below, without implying denunciation of this Convention.

Article 34

Signature, ratification, accession

1. This Convention is open for signature and thereafter accession by all European States having navigable inland waterways from ... to ... at the headquarters of the depository.
2. The States to which paragraph 1 refers may become Contracting Parties to this Convention:
 - (a) By signing it without reservation of ratification, acceptance or approval;
 - (b) By signing it subject to a reservation of ratification, acceptance or approval, and thereafter ratifying, accepting or approving it;
 - (c) By acceding to it.
3. Ratification, acceptance, approval or accession shall be effected by the deposit of a formal instrument with the depository.

Article 35

Entry into force

1. This Convention enters into force on the first day of the month following the expiration of a period of three months as from the date on which (three) of the States referred to in article 34, paragraph 1, have deposited their instruments of ratification, acceptance, approval or accession.

Alternative

1. [This Convention enters into force on the first day of the month following the expiration of a period of three months as from the date on which five of the States referred to in article 37, paragraph 1, have deposited their instruments of ratification, acceptance, approval or accession, provided that two of these States are members of the Danube Commission and the Central Commission for the Navigation of the Rhine, on the understanding that if a State is a member of both Commissions the longer membership shall be the determining factor.]

2. For all other Parties, it shall enter into force on the first day of the third month following the deposit of their instruments of ratification, acceptance, approval or accession.

Article 36

Denunciation

1. This Convention may be denounced by a Contracting State on the expiration of a period of one year following the date on which it entered into force for that State.

2. Denunciation shall be effected by the deposit of an instrument with the depository.

3. The denunciation shall take effect on the first day of the month following the expiration of a period of one year as from the date of deposit of the instrument or after a longer period referred to therein.

Article 37

Review and amendments

1. At the request of not less than one-third of the Contracting States to this Convention, the depository shall convene a conference of the Contracting States for revising or amending it. The review Conference shall define by consensus its rules of procedure.

2. Any State becoming a Contracting Party to this Convention after the entry into force of an amendment adopted by the Conference to which paragraph 1 refers is bound by the Convention as amended.

Article 38

Revision of the limitation amounts and unit of account

1. Notwithstanding the provisions of article 37, a conference only for the purpose of altering the amount specified in article 20 and in article 28, paragraph 2, or of substituting either or both of the units defined in paragraphs 1 and 2 of article 28 by other units is to be convened by the depository in accordance with paragraph 2 of this article. An alteration of the amounts shall be made only because of a significant change in their real value.
2. A review conference in accordance with paragraph 1 is to be convened by the depository when not less than one-fourth of the Contracting States so request.
3. Any decision by the conference must be taken by a two-thirds majority of the participating States. The amendment is communicated by the depository to all the Contracting States for acceptance and to all the States signatories of the Convention for information.
4. Any amendment adopted enters into force on the first day of the month following one year after its acceptance by two-thirds of the Contracting States. Acceptance is to be effected by the deposit of a formal instrument to that effect, with the depository.
5. After entry into force of an amendment a Contracting State which has accepted the amendment shall apply its legislation in accordance with the amended version of the Convention. A Contracting State which has notified the depository within a year after the adoption of the amendment that it is not bound by the amendment shall continue to apply the Convention in its non-amended form.
6. Any instrument of ratification, acceptance, approval or accession deposited after the entry into force of an amendment to this Convention is deemed to apply to the Convention as amended.

Article 39

Depository

1. This Convention shall be deposited with
2. The depository shall:
 - (a) Distribute a certified true copy of this Convention to each of the States to which article 34, paragraph 1 refers;

- (b) Inform all States ratifying or acceding to this Convention:
 - (i) Of any new signature, ratification, deposit of an instrument, declaration or reservation made, indicating the date of such signature, ratification, deposit, declaration or reservation;
 - (ii) Of the date of entry into force of this Convention;
 - (iii) Of any denunciation of this Convention and of the date on which such denunciation is to take effect;
 - (iv) Of any amendment adopted in accordance with articles 37 and 38 of this Convention and of the date of entry into force of such amendment;
 - (v) Of any communication required under a provision of this Convention.

3. After the entry into force of this Convention, the depository shall transmit to the Secretariat of the United Nations a certified true copy of this Convention for registration and publication, in accordance with Article 102 of the Charter of the United Nations.

Done at on
in a single original copy of which the (Dutch, English, French, German, Russian) texts shall be equally authentic.

IN WITNESS WHEREOF the undersigned plenipotentiaries, being duly authorized thereto by their Governments, have signed the present Convention.

ADDITIONAL PROTOCOLS

**(cf. article 33 of the Convention on the Contract for the
Carriage of Goods by Inland Waterway (CMNI))**

PROTOCOL No. 1

**CONCERNING LOADING AND DISCHARGE TIMES AND DEMURRAGE
IN INLAND WATERWAY TRANSPORT**

Article 1

Loading and discharge times

1. When the loading of the goods is the responsibility of the shipper or the discharge that of the consignee, they must, within the agreed or prescribed periods for loading and discharge, load or discharge the quantity of goods, of which the weight, dimensions or number have been defined, as agreed in the contract for carriage, or, where no such contractual provisions exist, in accordance with national regulations.
2. Where no contractual provisions or national regulations exist, the shipper or the consignee must load or discharge a minimum of 250 t of bulk goods or 125 t of packages per working day, in accordance with article 3, paragraphs 1 to 5.

Article 2

Points of loading and discharge

1. The carrier must present the vessel intended for the carriage of goods at the point of loading indicated by the shipper and, on arrival at the place of destination, at the point of discharge indicated by the consignee.
2. If the indication of the point of loading or discharge is not given in sufficient time before the place of loading or discharge is reached, or if the draught, the safety of the vessel or local regulations and installations do not permit the carrier to comply with the indications given, he may, in the absence of new guidelines and despite the request made to him in that regard, berth at any other suitable point of loading or discharge, taking the shipper's or the consignee's interests into consideration as far as possible.
3. The carrier shall not be required to present the vessel at different points of loading or discharge unless it has so been expressly agreed or when special circumstances relating to navigation or administrative measures require another point of loading or discharge to be designated.

4. In the case of paragraphs 2 and 3 above, the carrier is entitled to reimbursement of the additional expenses occasioned. The loading and discharge times as defined in article 1 shall not be affected by the modification of the point of loading or discharge.

Article 3

Beginning and end of the loading and discharge times

1. The loading and discharge times shall begin, in accordance with local custom, at the time of the working day indicated by the carrier in his notice to the shipper for loading or to the consignee for discharge of the vessel and, unless there are contractual provisions to the contrary, not earlier than 24 hours following the communication of the notice.

2. Notice of readiness for loading or discharge must be given during local working hours. Notice given later, or on a Sunday or a holiday, shall be considered as having been given on the next working day. The notice shall be effective even if the vessel has not yet reached the point of loading or discharge. Such notice shall nevertheless be deemed not to have been given and must be repeated when the vessel is not ready for loading or discharge at the start of the period indicated in the notice. In this case, the carrier must reimburse the resulting additional costs.

3. Notice of readiness for loading or discharge may be given in any form usual in the particular trade, including verbally. It shall become effective when received by the shipper or consignee or at the address indicated by them. If it is not possible to contact the shipper, consignee or designated recipient, the notice may also be transmitted to the port authorities with effect on arrival of the vessel or made public according to usual local practice. If the person to whom the notice is addressed refuses to acknowledge its receipt, the carrier shall have the right to have it registered by an official document at that person's expense.

4. If the prior notice has been waived, the loading and discharge time is to start as from the time when the vessel is presented as ready for loading or discharge.

5. If it is agreed that loading or discharge may also take place on a Sunday or a normal holiday, the loading and discharge time shall begin on that day.

6. Loading and discharge times end when the quantity of goods specified in article 1 has been loaded or discharged in its entirety.

Article 4

Loading and discharge times for parts of the cargo

1. For the loading or discharge of partial bulk or packaged cargoes, the prescribed loading and discharge time shall be proportional to the share of the full cargo represented by the partial cargo.
2. In such cases, the times shall not include the time required to travel from one port to another or from one point of loading or discharge to another or movement within a port or within a loading or discharge berth.

Article 5

Demurrage

1. If the shipper or consignee, when responsible for loading or discharge, is unable in the prescribed period, to load or discharge the minimum quantities specified in article 1, he shall pay demurrage according to the category and size of the vessel for any time in excess of the loading or discharge time.
2. If the amount of the demurrage to be calculated on the basis of days or hours of time exceeding the period is not agreed in the contract for carriage, it shall be established by national regulations or, in their absence, in accordance with local practice.
3. Demurrage is due continuously and without interruption for each day and each hour of excess time, including Sundays and normal holidays, as well as for days and hours during which loading or discharge is not possible on account of events or circumstances for which the carrier is not responsible.

Article 6

Waiting period

1. Unless the contract for carriage provides otherwise, after the expiry of the loading time or a consecutive waiting period stipulated in the contract for carriage, the carrier shall not be required to wait for the load to be made ready, even if loading is not incumbent on the shipper.
2. If by the expiry of the loading time or an agreed consecutive waiting period the shipper has delivered no goods, the carrier shall no longer be bound by the contract and shall be entitled to claim the demurrage and half of the agreed freight.
3. If during the period referred to in paragraph 2 above only part of the cargo has been delivered, the carrier shall be entitled, if the shipper does not terminate the contract, to

commence the voyage with an incomplete cargo and to demand the freight for the agreed full cargo and the reimbursement of the costs occasioned by the fact that the cargo is incomplete.

4. If the shipper terminates the contract in the case of paragraph 3 above, he shall bear the costs of discharging the goods and shall reimburse the carrier for the demurrage and half of the agreed freight for the full cargo.

5. In the case of articles 2, 3 and 4, earnings from the freight for other goods shall not be taken into account.

Article 7

Impediments to delivery

1. After the expiry of the loading time or any consecutive waiting period that may have been agreed, the carrier shall not be required to wait any longer to discharge or, if discharge is not incumbent on the shipper, to await receipt of, the goods. The carrier shall then be permitted to discharge the goods himself, at the consignee's expense, and to store them according to local requirements in a warehouse or in some other safe form at the expense and risk of the consignee. The shipper shall pay the carrier the charges and expenses not paid by the consignee.

2. If the consignee cannot be determined, or if the consignee refuses to receive the goods, or if there is any other impediment to delivery, the carrier shall notify the shipper without delay and ask for instructions. If the circumstances render this impossible, or if the shipper delays in giving instructions, or if the instructions cannot be executed, the carrier may proceed in accordance with paragraph 1 above.

Article 8

National regulations

National regulations, under article 1 and article 5, paragraph 2, concerning the duration of loading and discharge times and the calculation of demurrage are laid down by the competent authorities of the Contracting States after hearing the parties concerned and taking account of the need for rapid transport operations and of the technological level.

PROTOCOL No. 2
CONCERNING THE CALCULATION OF FREIGHT AND THE DISTRIBUTION
OF SHIPPING CHARGES IN INLAND WATER TRANSPORT

Article 1

Calculation of freight

1. Freight shall comprise only actual transport by vessel; the shipper shall bear the loading and stowing charges and the consignee the discharge costs, unless there are contractual provisions to the contrary.
2. When agreement is reached on the freight in terms of the dimensions, weight or quantity of the goods, the particulars contained in the transport document shall be deemed to be authentic, unless there is proof to the contrary.
3. For goods accepted for carriage, in the absence of an agreement, the freight to be paid shall be that prescribed by the national regulations or customs at the place of loading at the time of loading.

Article 2

Navigation charges

1. In the absence of express contractual provisions, the carrier shall bear the navigation charges, particularly harbour, lock, canal and bridge dues, pilotage and charges incurred in the ordinary course of the voyage for pushing and towing and, subject to article 4, paragraph 6, letter (a), lighterage.
2. The carrier may claim reimbursement of the following charges and expenses:
 - (a) Quayage, crannage and weighing dues, as well as harbour dues and taxes according to the quantity of goods;
 - (b) Customs dues, customs clearance dues, turnover taxes and goods insurance premiums, as well as;
 - (c) Charges for special measures taken at the request of the shipper or the consignee such as breaking-up of ice around the vessel, taking over or unloading of goods because of icy conditions, storms or floods, or at night or on Sundays or holidays;
 - (d) For the carriage of dangerous or polluting substances and wastes, charges for environmentally-friendly cleaning of vessel holds or the elimination of cargo residues in accordance with the administrative requirements.
3. The above provisions do not affect cases of general average.

Article 3

Low water

1. The agreed freight shall be increased by a low-water supplement for carriage on inland waterways where water levels fluctuate, unless account was taken of this when the freight was agreed.
2. The amount of the low-water freight supplements shall be established by agreement between the parties, or in the absence of agreement in accordance with commercial usage.

Article 4

Obstacles to navigation

1. The agreement on the establishment of the freight assumes free navigation without impediment.
2. The following events and situations are deemed to be obstacles to navigation:
 - (a) A situation which the carrier could not have prevented and the consequences of which he could not have averted, such as explosion, fire, war, mobilization, military operations, riots, terrorist activities, strikes, lockouts, blockades, or measures and actions by the administrative authorities;
 - (b) Barriers to and accidents in navigation, incidents or interruption of service in locks, canals or harbours, or stoppage of navigation;
 - (c) Natural phenomena such as floods, ice and danger of ice, and high and low water, which prevent navigation from proceeding.
3. If an obstacle to navigation under paragraph 2 above arises before the goods are loaded on board the vessel, both carrier and shipper may terminate the contract without damages being incurred. If the goods are loaded but the voyage has not commenced, loading and discharge charges and demurrage, if these operations have taken place outside the loading time, shall be the responsibility of the shipper.
4. When an obstacle to navigation under paragraph 2 above arises after the loading of the goods and the start of the voyage, the shipper or the consignee, if the shipper's right of disposal has been transferred to him, may terminate the contract, on the understanding that he must take over the costs of discharging the goods and preparing for the voyage and freight in proportion to the distance travelled.
5. If, instead of terminating the contract, the shipper or the consignee intends to wait until the obstacles to navigation have been removed, he must pay the carrier an amount of demurrage

during the waiting period at least equal to the amount that would be due for exceeding the loading period, additional charges for the protection of goods and, if necessary, a low-water supplement, in accordance with article 3.

6. If, despite the obstacle to navigation, it is possible to continue and complete the voyage without danger for the vessel or the goods loaded, the shipper or the consignee may require the voyage to continue; in this case he must pay:

(a) Lighterage and barge charges if the vessel requires to be lightened; and

(b) Either the daily freight rates practised or usual at the time, taking account of the obstacle to navigation, or the freight supplements, such as low-water surcharge or demurrage, as the carrier may choose; and

(c) All additional charges and expenses occasioned in respect of navigation without impediment.

7. The carrier may make the execution of the shipper's or the consignee's instructions subject to paragraphs 5 and 6 above, provided that he is guaranteed the additional charges and expenses due.

8. The carrier may declare that while an obstacle to navigation exists in accordance with paragraph 2 above he is no longer required to take delivery of the goods to be carried and to carry them or reship them, even if the shipper or the consignee, under paragraph 6 above, requires the voyage to continue. He may exercise his rights in accordance with paragraphs 3, 4, 5, and 6 above. If the carrier's declaration is made once the goods have been loaded and after the start of the voyage, he shall place the goods at the disposal of the shipper or the consignee and deliver them to the nearest place of discharge, using lighters as necessary; as from this time, the goods shall no longer be in his charge. Also in this case, the additional charges and expenses occasioned are the responsibility of the shipper or the consignee, subject to cases of general average.

Article 5

Shipper's right of termination

1. Before the start of the voyage, with the exception of the cases mentioned in article 4, paragraphs 3 and 4, the shipper may not terminate the contract for carriage unless he pays half of the agreed freight and, if the goods have already been loaded on board, the loading and discharge costs and, if these operations have taken place outside the loading time, demurrage.

2. If the vessel is ready to start the voyage, the shipper may only exercise his right of termination under paragraph 1 above on condition that he pays, in addition to the charges and expenses mentioned in paragraph 1 above, the agreed freight in its entirety.
3. No account shall be taken of the freight due according to paragraphs 1 and 2 above for freight which the carrier receives for other goods.
4. The provisions concerning the payment of the freight under paragraphs 1 and 2 above shall also apply to contracts which concern several transport operations over a specific period.
